

September 19, 2023

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**Re: Energo Power & Gas LLC**  
**Revised Residential and Small Business Customer Contract**  
**PAPUC Docket No. A-2014-2433775, A-2017-2622882, A-2020-3021266**  
**EGS License Number A-2020-3021266**  
**Utility Code 1116723**

Dear Secretary Chiavetta:

On behalf of Energo Power & Gas LLC (“Energo”), enclosed please find a revised customer contract regarding a fixed price electric commodity product which will be used by Energo to acquire 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: Rosemary Garlapow (via electronic mail only)

Dual Billed:  Yes  No REF ID: 
 Appointment   
 Door to Door (TPV Required)   
 Phone Contact (TPV Required)
**RESIDENTIAL & SMALL BUSINESS CUSTOMER ELECTRIC GENERATION – PENNSYLVANIA**

New <input type="checkbox"/> Renewal <input type="checkbox"/>		<b>CUSTOMER INFORMATION</b>				Custom Price <input type="checkbox"/> Matrix Price <input type="checkbox"/>	
Customer Name: <span style="background-color: black; color: black;">XXXXXXXXXX</span>							
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____				<input type="checkbox"/> US Mail bills (dual bill only), unless this box is checked, all bills will be sent via email			
<b>Electric Rate</b>	Term Months:	Start Date:	Electric Product:	Electric Price:	Electric UOM:	Electric Green _____%	

**NOTICES AND CONTACTS**

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) <input type="checkbox"/> Check if same as Primary Contact info	ENERGO CONTACT
<b>ATTN NAME:</b>			Energo
<b>STREET ADDRESS:</b>			100 Elwood Davis Road
<b>CITY, STATE, ZIP:</b>			Syracuse, NY 13212
<b>PHONE NUMBER:</b>			1-888-378-9898
<b>FAX NUMBER:</b>			1-888-818-9110
<b>EMAIL:</b>			<a href="mailto:customerservice@energo.com">customerservice@energo.com</a>
<b>Service Location(s) &amp; Account Number(s)</b>	Please see Account Addendum.		
<b>Variable Price Quantity</b>	The initial monthly price is \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the EDC price. All prices are subject to PA Sales Tax.		
<b>Quantity Variance</b>	Contracted Monthly Usage is set forth in Schedule A. A tolerance band or deviation in usage from the Base Load of _____% or more may result in additional fees for all commercial customers. See section 5 – Pricing.		
<b>Special Comments:</b>	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)		

- Customer Representations:**
1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
  2. The individual signing this Agreement is authorized to make the switch to Energo.
  3. The Customer voluntarily wishes to make the supplier change.
  4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
  5. Energo Power & Gas LLC dba Energo (“Energo”) does not offer Utility Price Matching or guaranteed savings.
  6. Customer has been advised of all risks associated with signing this contract.
  7. Customer consents to receiving any notice or correspondence from Energo by email.

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

SIGNATURES	
<b>Energo Power &amp; Gas LLC dba Energo</b>	<b>Customer:</b>
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Sales Rep:	

EnergO reserves the right to reject any agreement that proves to be unacceptable upon EnergO's Internal Review. EnergO will only notify said customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Contract Summary - Electric Generation Supply – Fixed Price**

<b>Electric Generation Supplier Information</b>	Energio Power & Gas LLC dba Energio (“Energio”) 100 Elwood Davis Road, Syracuse, NY 13212 or 1-888-378-9898, <a href="http://www.energio.com">www.energio.com</a> . Energio’s EGS license number with the PA Public Utility Commission is A-2020-3021266.
<b>Price Structure</b>	<p><b>Fixed Price</b> - An all-inclusive per kWh price that will remain the same for the initial term of the contract. The Fixed Price includes the price for electric generation supply and transmission charges. It does not include any applicable state sales tax or local sales taxes (if any), and it does not include distribution charges, which will be billed by your EDC.</p> <p><b>A Late Payment Fee of 1.5% per month will be applied to overdue balances not paid within 20 days of the date of the bill.</b></p> <p>If the 100% Renewable Energy (electric only) box is checked on the first page of this contract, Energio ensures that 100% of Your electricity is matched with renewable energy credits (RECs). Energio cannot guarantee that your electricity is generated from renewable energy sources, but Energio does guarantee that it will purchase and retire a sufficient number of RECs to completely offset the percentage of renewable generation guaranteed by this agreement. Customers opting for 100% Renewable Energy will likely pay more per month for electricity than other Energio customers. This increased cost will be based on the REC pricing.</p> <p>If at some future date there is a change in law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, formula or formula input, demand charge, regulatory structure, environmental attribute, emissions requirement, production requirement, component level, component price level or the interpretation or application of any of the foregoing that impacts any term, condition or provision of the agreement, including, but not limited to price, Energio shall have the right to modify the Agreement. See sections 5(f) – Price Adjustments and 19 – Regulatory or Other Changes. <b>For the avoidance of doubt, any item that is not within the direct control of Energio and that does or is forecasted to impact Energio’s costs, may result in a modification of the price.</b></p>
<b>Generation/Supply Price</b>	Fixed Price of _____ per kWh for _____ months.
<b>Statement Regarding Savings</b>	<p><b>ENERGIO DOES NOT OFFER UTILITY PRICE MATCHING OR GUARANTEE SAVINGS.</b> Energio’s supply price may not always provide savings to the Customer. During the term of your contract, the price may be higher or lower than the EDC’s price-to-compare, which changes over time based upon your EDC’s procurement structure. You may obtain historical pricing information for your rate class and EDC service territory by contacting us at the phone number and internet address listed above. However, historical pricing is not indicative of present or future pricing. Information about shopping for an electric supplier is available at <a href="http://www.PaPowerSwitch.com">www.PaPowerSwitch.com</a>, by contacting the PAPUC at (800) 692-7380, and the PA Office of Consumer Advocate at (800) 684-6560 or at <a href="http://www.oca.state.pa.us">www.oca.state.pa.us</a>.</p>
<b>Deposit Requirements</b>	No deposit required while Customer is on EDC’s consolidated billing program.
<b>Contract Start Date</b>	Start date for all customers will be the assigned date from the Electric Distribution Company. Energio is not liable for, nor is it able to commit to, a specific date for the commencement of service with Energio.
<b>Contract Duration/Length</b>	The duration of a Fixed Price contract is 12 months from the start date set by the EDC, unless otherwise specified on the first page of this contract.
<b>Cancellation/Early Termination Fees</b>	<p><b>Early Termination Fees (which apply only to fixed price contracts), are calculated as follows:</b></p> <p><b>Residential Customers:</b> If a residential customer terminates their fixed price agreement before the agreed upon expiration date, the Early Termination Fee will be \$15 per month remaining on the contract term and will not exceed \$300.</p> <p><b>Small Business Customers:</b> If a small business customer with an annual peak load up to 25 kW terminates their fixed price agreement before the agreed upon expiration date, the Early Termination Fee will be \$75 per month remaining on the contract term and will not exceed \$1,500.</p> <p><b>There is no early termination fee if a residential or small business customer cancels after receipt of the second options notice from Energio or during the final 30 days of the fixed price contract term.</b></p> <p>There will also no longer be an early termination fee after the agreement transitions to a month to month variable price basis.</p>
<b>End of Contract/Renewal Terms/Changes to Contract</b>	Following the initial 12-month fixed price term, this Agreement will automatically renew on a month to month basis at the Variable Price until terminated by either Energio or Customer. If you have a fixed duration contract that will be ending, or whenever Energio 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 to 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. For customers who have elected to receive electronic communications from Energio, the notices shall be transmitted in the manner chosen by the customer.
<b>Right of Rescission</b>	Residential and Small Business customers may cancel/rescind this agreement by calling Energio’s toll-free number at 1-888-378-9898 within three (3) business days following receipt of this customer disclosure statement.

**Customer Disclosure Statement - Terms of Service that apply to all residential and small business customers (electric)**

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Energio Power & Gas LLC dba Energio (“Energio”), an independent Electric Generation Supplier (“EGS”), and you (“Customer”) under which Customer authorizes Energio to initiate electricity supply service and begin Customer’s enrollment with Energio (“Agreement”). The purpose of this Agreement is to authorize a change in Customer’s electric generation supplier. Customer agrees to obtain electric supply service from Energio. Subject to the terms and conditions of this Agreement, Energio agrees to sell, and Customer agrees to purchase and accept, all the electricity required to serve Customer’s account(s) listed on Schedule A of this Agreement (“Base Load”). Energio does not guarantee savings under this Agreement. Customer’s local Electric Distribution Utility (“EDC”) will continue to deliver the electricity supplied by Energio. Energio sets the electric generation 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. Energio is licensed by the Pennsylvania Public Utility Commission (“PUC” or “Commission”) to offer and supply electricity in Pennsylvania. Our PUC license number is A-2020-3021266 (EGS). Energio does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this Agreement. Switching to a competitive supplier is not mandatory and Customer has the option of remaining with the EDC for basic electric generation service. Information about shopping for an electricity supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com), by calling the PAPUC at (800) 692-7380, and the PA Office of Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).
2. **Notices to Customer.** For electric generation supply service, if you have a fixed duration contract that will be ending, or whenever Energio 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 to 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. For customers who have elected to receive electronic communications from Energio, the notices shall be transmitted in the manner chosen by the customer.
3. **Information Release Authorization.** Customer authorizes Energio 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 Energio 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 Energio. This authorization will remain in effect during the Initial Term and any Renewal Term. Energio will maintain the confidentiality of a customer’s personal information including the customer’s name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws. Customer may rescind this authorization at any time by providing written notice thereof to Energio or by calling Energio at 1.888.378.9898. Energio 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 electric service, basic charges are the charges for the basic services necessary for the physical delivery of electricity service, including generation, transmission and distribution, and non-basic charges are the charges for any optional recurring services which are distinctly separate and clearly not required for the physical delivery of 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 Fixed Pricing:** If Customer is receiving 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 a fixed the Initial Term, subject, among other things, to Section 5(f) and Section 18 of this Agreement.
  - b. **Electricity Variable Pricing:** If Customer is receiving electric generation 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 Energio performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Energio’s costs, expenses, and profit margins. The variable price will change monthly, and customer will be informed of the monthly charge when they receive their bill. There is no guaranteed savings compared to the EDC price; your price may be higher than the EGDC price, and there is no limit on how much the variable price of supply service may change from one billing cycle to the next. Historical pricing information (the previous 24 months’ average monthly billed prices, or the months available to date, for that customer’s rate class and EDC service territory) may be accessed by calling Energio at 1-888-378-9898 or by visiting [www.energio.com](http://www.energio.com). Historical pricing is not indicative of present or future pricing.

- c. **Renewably Sourced Energy (electric only):** If the 100% Renewable Energy (electric only) box is checked on the first page of this contract, Energio Energy ensures that 100% of Your electricity is matched with renewable energy credits (RECs). RECs represent the environmental attributes associated with renewable energy resources used to generate electricity that are replaced naturally, or by mankind's contribution (municipal solid waste incineration and landfill methane). Renewable energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy. Energio cannot guarantee that your electricity is generated from renewable energy sources, but Energio does guarantee that it will purchase and retire a sufficient number of RECs to completely offset the percentage of renewable generation guaranteed by this agreement. Customers opting for 100% Renewable Energy will likely pay more per month for electricity than other Energio customers. This increased cost will be based on the REC pricing.
- d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Energio 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 Energio and/or Customer by federal, state, and/or local authorities that Energio passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Energio with an exemption certificate or other evidence of same satisfactory to Energio before service commences.
6. **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 determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Energio reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the EDC. Energio will provide Customer with two written notices of any such adjustment in price.
  - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity supply service under a Fixed Price and Customer's electric utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Energio may adjust Customer's supply price to include such additional Charge. Energio 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 and LMP Index 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, Energio 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, Energio 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. Energio 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 EDC shall be used where no Usage Base Load addendum is attached hereto. Energio 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, 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 in effect at the time of contract consummation, may result in the additional cost being passed through at the

prevailing market rate. As such, Energio 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, 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 Energio's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement. Energio will provide Customer with two written notices of any such adjustment in charges.

**V. On-site and Off-site Generation:** The Customer agrees to provide Energio sixty (60) days' prior written notice of (1) installation of solar or other on-site generation or energy storage equipment and/or (2) Customer's participation in or utilization of baseload generation, community solar subscriptions, net metering, onsite renewable energy including wind, solar and/or biomass, and power purchase agreements. If Customer utilizes any of the foregoing, Energio reserves the right to modify the rate or terminate this Agreement and recover costs, if any.

- 7. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of EGS is deemed effective by the EDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). The duration of a Fixed Price contract is 12 months from the start date set by the EDC, unless otherwise specified on the first page of this contract. Variable price service is for 1 month (1 billing cycle) and automatically renews on a monthly basis unless the contract is terminated by either Marathon or Customer. Energio 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 Energio (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 Energio, or if you do not renew your service with Energio, until terminated either by you or Energio upon 30 days' advance written notice of termination to the other party. While receiving service on a month-to-month basis, Customer or Energio may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.
- 8. Customer Termination of Agreement:** If Customer terminates this Agreement by returning to Customer's EDC or switching to another Supplier, the effective date of any such switch from Energio will be determined by Customer's EDC. There is no early termination fee while receiving service from Energio on a variable price basis. If a residential customer terminates their fixed price electric supply agreement before the agreed upon expiration date, the Early Termination Fee will be \$15 per month remaining on the contract term and will not exceed \$300. If a small business customer with a peak load up to 25 kW terminates their fixed price electric supply agreement before the agreed upon expiration date, the Early Termination Fee will be \$75 per month remaining on the contract term and will not exceed \$1,500. There is no early termination fee if a residential or small business customer terminates their contract after receipt of the second options notice from Energio. If a Customer who is not a residential or small business customer terminates a Fixed Price electric supply Agreement prior to the end of the Initial Term, Customer shall pay Energio all outstanding electric supply charges and other amounts owing to Energio as well as all attorneys' fees (which is 1/3 of amounts owed by Customer) and expenses incurred by Energio in connection with Energio's attempt to collect and recover same, and an early termination fee that will be calculated as the projected amount of 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 Energio can sell 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.
- 9. Energio Termination of Agreement.** The electric supply services provided by Energio to Customer are governed by the Terms of Service of this Agreement. Energio 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. If a Customer that Energio, in its discretion, determines to be single utility billed, fails to qualify for the EDC POR program, Energio may terminate the Agreement and Customer shall be liable to Energio for any loss it incurs (using the calculation methodology described above). Energio may cancel this Agreement at any time and for any reason. Energio 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 trued up subsequent to the final meter reading. Switching to a competitive supplier is not mandatory and Customer has the option of remaining with the EDC for 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 Energio at its discretion), or a material adverse change in the cost to Energio to

continue supplying and/or servicing Customer (as determined by EnergO at its sole discretion), or if EnergO terminates its service offerings in Customer's 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 EnergO may have, EnergO 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 EnergO at the time of contracting, EnergO shall have the option to drop Customer's supply back to the EDC and charge Customer an ETF.

- 10. Billing:** Customer's EDC or EnergO may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's EDC may send a separate bill for Customer's delivery charges and EnergO may send Customer a separate bill for Customer supply and charges ("Dual Billing"). EnergO does not offer budget billing for EnergO's charges. Customer will pay EnergO for electric generation supply service based on meter readings and consumption information measured by and/or received from Customer's EDC ("Billing Quantity"). EnergO will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the EDC and interstate transporters from the Purchase Quantity. Payment for 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 EnergO within twenty (20) days of the date of the bill at a rate of 1.5% per month and attorneys' fees (which is 1/3 of amounts owed by Customer) and expenses incurred by it in collecting any payment from you. EnergO 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 EnergO's and the EDC's charges in that category. EnergO may assign and sell Customer accounts receivable to the EDC. In the event of failure of Customer to remit payment when due, EnergO may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all electric generation sold to Customer prior to such termination. Failure by Customer to remit full payment of EnergO charges due on any Consolidated Bill prepared by the EDC or EnergO 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 charged for all returned payments.

**11. Agency.**

- **Electric:** Customer hereby designates EnergO 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 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 EnergO to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which EnergO, 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.

- 12. Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from EnergO to Customer at the Delivery Point(s). EnergO 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 electric generation supply under this Agreement, Customer agrees to pay such tax. Customer and EnergO agree that title to, control of, & risk of loss to the electric generation supplied by EnergO under this Agreement will transfer from EnergO to Customer at the Delivery Point(s). EnergO will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to electricity provided hereunder.

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

- 14. Force Majeure.** EnergO will make commercially reasonable efforts to provide electricity supply service hereunder, but EnergO does not guarantee a continuous supply of electric generation to Customer. Certain causes and events out of the control of EnergO ("Force Majeure Events") may result in interruptions in service. EnergO 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 EnergO'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 EDC (including, but not limited to, a facility outage on its electric facilities), changes in laws, rules, or regulations of any governmental authority, pandemics, or other medical outbreaks or emergencies, or any other cause beyond EnergO's control. The parties understand and agree that Force Majeure may prevent EnergO from providing electricity at the agreed upon price, in which case, EnergO may, at EnergO's discretion, temporarily provide electricity to Customer at the market price available to EnergO and Customer agrees to pay such market price.

- 15. Contact Information.** Customer may contact EnergO's Customer Service Center at 1-888-378-9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Marathon 100 Elwood Davis Road, Syracuse NY 13212 or email us at



[customerservice@energio.com](mailto:customerservice@energio.com). Energio's PUC license number is A-2020-3021266 (EGS).

- 16. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO 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 ENERGO. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO 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 ENERGO, 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 ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.
- 17. Waiver of Jury Trials and Waiver of Class Actions and Class Arbitrations.** Any questions or complaints should be directed to Energio'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](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](http://www.oca.state.pa.us). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO 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. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO 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.
- 18. 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.
- 19. Regulatory or Other Changes.** Energio and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, , demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energio or this Agreement by any entity, including but not limited to the EDC, Pennsylvania Public Utility Commission (PUC), Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to, price. Energio and Customer further recognize that Energio's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energio retains the right, at its sole discretion, to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other 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 or Other 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, Energio shall provide two written notices to Customer prior to any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.

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

<b>Electric Distribution Companies</b>
Duquesne Light Company (Duquesne): 1-888-393-7000
Metropolitan Edison Company (Met-Ed): 1-888-544-4877
Pennsylvania Electric Company (Penelec): 1-888-544-4877
Pennsylvania Power & Light (PPL): 1-800-342-5775
PECO Energy (PECO): 1-800-841-4141
Penn Power (PP): 1-888-544-4877
West Penn Power (WPP): 1-888-544-4877
UGI Utilities, Inc.: 1-800-276-2722

**21. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of EnergO. EnergO 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. EnergO will comply with applicable regulations and will notify Customer in advance of any assignment.

**22. Indemnification of EnergO.** Customer agrees to indemnify, defend, and hold harmless EnergO for any liability arising out of Customer’s use of electricity supplied by EnergO, including, but not limited to, accidents caused by faulty equipment at Customer’s premises.

**23. Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and EnergO with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. No oral statements are effective. 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.

**24. 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 EnergO’s net income, shall be paid by Customer, and Customer agrees to indemnify EnergO and hold EnergO 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 EnergO with an exemption certificates before services begin.

**25. Guaranty.** In consideration of the extensions and maintenance of credit from time to time by EnergO, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify EnergO 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 EnergO, 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 EnergO 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 EnergO by certified mail, return receipt requested, which revocation shall be effective 10 days after EnergO’s receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

**26. Customer Right of Rescission.** Customer may rescind this Agreement within 3 business days after receipt of this Agreement by contacting EnergO at 1-888-378-9898 or in writing via letter or email. There is no charge for the Residential Customer for starting or stopping electricity supply service if done within the terms of this rescission period.

**27. 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 website or e-mailed to the EGS 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 hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

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Customer's Signature

Customer's Printed Name & Title

Date