

Pennsylvania Residential and Small Commercial
Customer Terms of Service

Contract Summary

Natural Gas Supplier Information	Mercury Energy Marketing, LLC 1200 Smith St. Suite 1900 Houston, TX 77002 Phone (Toll Free): 1-800-975-MERC (6372) Email: customerservice@mercuryenergyPennsylvania.com Mercury Energy Marketing, LLC is responsible for Gas Commodity/Supply charges
Natural Gas Price Structure	Fixed
Natural Gas Supply Price	\$5.48 per MCF
Statement Regarding Savings	The supply price offered by Mercury Energy Marketing, LLC may not always provide savings to you.
Deposit Requirements	None
Contract Start Date	The initial term of this Agreement will begin on a date set by your natural gas distribution company (NGDC)
Contract Duration/Length	This is a 12 month fixed contract
Cancellation/Early Termination Fee	\$0
End of Contract	If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance in the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

This is an agreement for natural gas services between Mercury Energy Marketing, LLC aka MEO/MEM and you, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement (“NGSA”). You will be bound by all the provisions of the Agreement, as they may be amended from time to time, following proper notification. We at (NGS name) are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is (A-XXXX-XXXXXX)

Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services.

You will receive a single bill from (NGDC name) that will contain (NGDC name) charges and Mercury Energy Marketing, LLC charges.

Rights of Rescission: You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 16 or how to contact us.

DEFINITIONS

PUC: The Public Utility Commission of Pennsylvania

Natural Gas Distribution Company (NGDC): A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).

Commodity: Natural gas sold either by volume or heating value

Commodity Charge: The charges for basic gas supply which is sold either by volume (Ccf or Mcf) or heating value (dekatherms).

Terms of Service

Agreement to Purchase Natural Gas: Mercury Energy Marketing will supply your natural gas as delivered by your NGDC and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement (“Agreement”) between you and Mercury Energy Marketing, LLC (“MEO”). “Rate Plan Summary” means, as applicable, either the section of the enrollment consent form/letter of authorization entitled ‘Rate Plan Summary’ or the Schedule A accompanying these Terms and Conditions entitled ‘Rate Plan Summary – Schedule A to Terms and Conditions’

1. Price

Fixed Rate Plan: You will pay a fixed price of \$5.48 per MCF during the initial term of this agreement. This price includes natural gas commodity charges, estimated total state taxes, but excludes applicable state and local sales tax.

2. Length of Agreement (Term): You will buy your natural gas supply service for the above address from Mercury Energy Marketing, LLC beginning on a date set by your Natural Gas Distribution Company (NGDC) and will continue for 12 months.

3. Cancellation Provisions:

Non-Payment – If your natural gas service is terminated by your NGDC, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply service up to the date of termination by your NGDC.

Company-Initiated Cancellation – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation.

Cancellation or Transferring Service because of Relocating:

Customer moves outside NGDC’s territory: If the customer moves from the address listed above outside of the NGDC’s territory or outside Mercury Energy Marketing’s service territory, this agreement is cancelled, and you will be served under your NGDC’s regulated service commodity rate unless you select another natural gas supplier.

Customer moves within NGDC’s territory: If you relocate within your NGDC’s service territory, you must (a) call your NGDC at the telephone number located under the contact information in Section 16 to inform the NGDC of your request to transfer your NGDC service to your new location; (b) obtain your new account information from the NGDC; and (c) contact Mercury Energy Marketing at the telephone number in Section 16 to provide your new account information and location to complete the transfer of service.

4. Fees, Penalties, and Exceptions: You will not be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term.

5. Agreement Expiration/Change in Terms: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

6. Contract Assignment: This Agreement can be transferred or assigned by Mercury Energy Marketing to any affiliate of another supplier upon thirty (30) days advance written notice. After assignment, Mercury Energy Marketing will have no further obligations under this Agreement. You cannot transfer or assign this Agreement to another party. Contract terms and conditions remain unchanged under an assignment and the customer will receive prior notification of any subsequent assignment. If an assignment occurs, Mercury Energy Marketing LLC shall provide notice to the affected customer, the affected NGDC, and the Commission. The customer notice will include the name of the new supplier, the contact information for the new supplier, and language informing the customer that contract terms and conditions remain unchanged.

7. Information Release and Authorization: By accepting this contract, I authorize Mercury Energy Marketing to obtain information from the utility through the term including, but not limited to, account name, account number, billing address,

service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my Utility bill, billing and payment information from the utility. I authorize Mercury Energy Marketing to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including renewal) is in effect. I may rescind these authorizations at any time by either calling Mercury Energy Marketing at the phone number provided or providing written notice to Mercury Energy Marketing.

8. Privacy and Customer Information: Mercury Energy Marketing will not release your social security number and/or account number(s) without your affirmative written consent except for Mercury Energy Marketing's own collections and credit reporting, when assigning this Agreement to another service provider, or where such release is required by court order or other legal authority, including PUC order or rule.

9. Warranty: MERCURY ENERGY MARKETING MAKES NO REPRESENTATIONS OF WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. MERCURY ENERGY MARKETING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

10. Force Majeure (Uncontrollable Forces): Mercury Energy Marketing will make commercially reasonable efforts to provide natural gas service but does not guarantee continuous supply of natural gas. Certain causes and events out of the control of Mercury Energy Marketing ("Force Majeure Event(s)") may result in interruptions of service. Mercury Energy Marketing will not be liable for any such interruptions caused by a Force Majeure Event. Mercury Energy Marketing does not transmit or distribute natural gas. Therefore, you agree that Mercury Energy Marketing is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to, acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the natural gas distribution utility system, non-performance by the NGDC (including, but not limited to, problems with its gas distribution facilities or lines), changes in laws, rules, or regulations of any governmental authority (including, but not limited to, the PUC), or any cause beyond Mercury Energy Marketing's control.

11. Liability Limit: THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST MERCURY ENERGY MARKETING WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL MERCURY ENERGY MARKETING OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. MERCURY ENERGY MARKETING IS NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM: (A) INTERRUPTIONS TO OR SHORTAGES OF NATURAL GAS SUPPLY; OR (B) ERRORS IN THE QUANTITY, QUALITY, AND MEASUREMENT OF NATURAL GAS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of harm or loss.

12. Dispute Resolution: If you have a question about or disagree with the natural gas commodity portion of your bill, you may call Mercury Energy Marketing's customer service center at 1-800-975-MERC (6372) Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (hours subject to change without notice). You may also write to Mercury Energy Marketing at Mercury Energy Marketing, LLC, 1200 Smith St, Suite 1950, Houston, TX 77002. Please always include your account number with your correspondence. Mercury Energy Marketing will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Mercury Energy Marketing, customers may call the Public Utilities Commission of Pennsylvania for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pa.puc.gov or the Office of Consumer Advocate (OCA) at 800-684-6560 or www.oca.state.pa.us. Hearing or speech impaired customers may contact the PUC via 7-1-1 (Pennsylvania Relay Services).

13. Entire Agreement: The terms of this agreement constitute the entire agreement between Mercury Energy Marketing and you and supersede any prior or contemporaneous or verbal or written agreement concerning the subject matter of this Agreement. There are no third-party beneficiaries to this Agreement.

14. Miscellaneous Provisions:

(a) Energy delivery shall continue to be provided by your NGDC. Your natural gas service will be provided in accordance with you existing connection requirements unless you request a change by the NGDC and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas under this Agreement will be measured at the delivery point by the NGDC providing the delivery service in accordance with the terms of the applicable tariff for natural gas service. Mercury Energy Marketing and you are bound by the measurement from the meters owned, installed, maintained, and read by the NGDC.

(b) This agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of

Pennsylvania, without regard to principles of conflicts of laws.

16. Contact Information: In the event of an after-hours emergency, you can contact Mercury Energy Marketing to hear a recorded message containing the emergency contact numbers for your NGDC

Energy Services Company	Mercury Energy Marketing, LLC 1200 Smith St. Suite 1950 Houston, TX 77002 1-800-975-MERC (6372) www.mercuryenergyPennsylvania.com Hours of Operation: Mon-Fri, 8:00 a.m to 7:00 p.m. Saturday, 8:00 a.m. to 5:00 p.m. EST
Natural Gas Distribution Company	
In case of gas emergency, call:	1-800
Public Utility Commission	

Information about shopping for a natural gas is available at www.PaGasSwitch.com, by calling the PUC at 800-692-7380, and the Office of Consumer Advocate at 800-684-6560 or www.oca.state.pa.us. The PUC's address is: 400 North Street, Harrisburg, PA, 17120