

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 Marathon Power LLC D/B/A Marathon Energy (“Marathon”), an independent Electric Generation Supplier (“EGS”), and you (“Customer”) under which Customer authorizes Marathon to initiate electricity supply service and begin Customer’s enrollment with Marathon (“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 Marathon. Subject to the terms and conditions of this Agreement, Marathon 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”). Marathon does not guarantee savings under this Agreement. Customer’s local Electric Distribution Utility (“EDC”) will continue to deliver the electricity supplied by Marathon. Marathon 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. Marathon 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). Marathon 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, 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.
2. **Notices to Customer.** For electric generation supply service, if you have a fixed duration contract that will be ending, or whenever Marathon 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 Marathon, the notices shall be transmitted in the manner chosen by the customer.
3. **Information Release Authorization.** Customer authorizes Marathon to obtain and review “Customer Information”, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer’s credit history from credit reporting agencies. This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer’s execution of this Agreement shall constitute authorization for the release of this information to Marathon. This authorization will remain in effect during the Initial Term and any Renewal Term. Marathon 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 Marathon or by calling Marathon at 1.888.378.9898. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 8 of this Agreement in the event Customer rescinds the authorization.
4. **Definitions.** For 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 duration of 12 months (unless otherwise specified on the first page), 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 Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon’s costs, expenses, and profit margins. The variable price will change monthly, and customer will be informed of the new monthly charge when they receive their bill. Additionally, customers who have provided an email address will receive notification of the price via email at the beginning of each month. 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 Marathon at 1-888-378-9898 or by visiting www.mecny.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, Marathon 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. Marathon cannot guarantee that your electricity is generated from renewable energy sources, but Marathon 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 Marathon 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 Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commences.
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, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the EDC. Marathon 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, Marathon may adjust Customer's supply price to include such additional Charge. Marathon will provide Customer with two written notices of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Fixed Price 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, Marathon reserves the right to charge Customer the current variable price for all Load in excess of the Usage Base Load. If Customer's Load in any period falls by the tolerance band indicated or more below the level of Load in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Fixed Price indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual Load. Marathon also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual Load. The previous 12 months of the Customer's historical Load obtained from the EDC shall be used where no Usage Base Load addendum is attached hereto. Marathon will provide Customer with two written notices of any such adjustment in charges.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, 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, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, Purchase of Receivable rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement. Marathon will provide Customer with two written notices of any such adjustment in charges.

- v. **Net Metering:** The Customer must notify Marathon of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Marathon, the Customer must submit written notification to Marathon at least 60 days prior to installation of net metering equipment. If the Customer fails to provide such notice, Marathon may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice. The PAPUC regulations do not require Marathon to offer net metering service to its customers. Therefore, Marathon reserves the right to terminate a Customer's Agreement upon 30 days' written notice based on the Customer's installation and use of net metering equipment.
7. **Contract Duration/Term/Length.** 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. Marathon will provide two written notices to Customer prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Marathon (blocked account, customer delay, etc.), then the end date may be adjusted to the originally intended service end date. Following Customer's Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Marathon, or if you do not renew your service with Marathon, until terminated either by you or Marathon upon 30 days' advance written notice of termination to the other party. While receiving service on a month-to-month basis, Customer or Marathon may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.
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 Marathon will be determined by Customer's EDC. There is no early termination fee while receiving service from Marathon 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 Marathon. 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 Marathon all outstanding electric supply charges and other amounts owing to Marathon, all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon'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 Marathon 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. **Marathon's Termination Rights.** The electric supply services provided by Marathon to Customer are governed by the Terms of Service of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a Customer's breach of any of the term(s) of the Agreement, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide two written notices prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.
- a. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition of Customer and/or creditworthiness of Customer (as determined by Marathon at its discretion), or a material adverse change in the cost to Marathon to continue supplying and/or servicing Customer (as determined by Marathon at its sole discretion), or if Marathon terminates its service offerings in Customer's EDC service territory or across Pennsylvania, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement by providing two written notices to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the EDC and charge Customer an ETF.
10. **Billing:** Customer's EDC or Marathon 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 Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Marathon does not offer budget billing for Marathon's charges. Customer will pay Marathon for electric generation supply service based on meter readings and consumption information measured by and/or received from Customer's EDC ("Billing Quantity"). Marathon 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 Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the EDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the EDC. In the event of failure of Customer to remit payment when due, Marathon may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all electric generation sold to Customer prior to such termination. Failure by Customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the EDC or Marathon will be grounds for disconnection of utility services in accordance with applicable PA PUC rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

11. Agency.

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

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

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

14. Force Majeure. Marathon will make commercially reasonable efforts to provide electricity supply service hereunder, but Marathon does not guarantee a continuous supply of electric generation to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include, but not be limited to, acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the 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 Marathon's control.

15. Contact Information. Customer may contact Marathon'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 62-01 34th Avenue, Woodside NY 11377 or email us at customerservice@mecny.com. Marathon's PUC license number is A-2020-3021266 (EGS).

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

17. Waiver of Jury Trials and Waiver of Class Actions and Class Arbitrations. Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes

may be presented to a court of competent jurisdiction in Pennsylvania. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the Pennsylvania Public Utility Commission at 400 North Street, Harrisburg, PA 17120; 1-800-692-7380; http://www.puc.state.pa.us/filing_resources/filing_complaints.aspx; or you may contact the Pennsylvania Office of Consumer Advocate; www.oca.state.pa.us. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER PENNSYLVANIA OR FEDERAL CONSUMER PROTECTION LAWS.**

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. Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, transmission wire construct, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the EDC, Pennsylvania Public Utility Commission, Federal Energy Regulatory Commission, or the PJM Interconnection (each, a "Regulatory Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to, price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement and/or the financial impact on Marathon of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion, to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide two written notices to Customer prior to any termination or modification to this Agreement resulting from a Regulatory Change and/or application of any New Costs.

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:

Electric Distribution Companies
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 Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Marathon will comply with applicable regulations and will notify Customer in advance of any assignment.

22. Indemnification of Marathon. Customer agrees to indemnify, defend, and hold harmless Marathon for any liability arising out of Customer's use of

electricity supplied by Marathon, 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 Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. 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 Marathon's net income, shall be paid by Customer, and Customer agrees to indemnify Marathon and hold Marathon harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If Customer is tax exempt, Customer must furnish Marathon with an exemption certificates before services begin.
- 25. Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
- 26. Customer Right of Rescission.** Customer may rescind this Agreement within 3 business days after receipt of this Agreement by contacting Marathon 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.