

## Terms & Conditions

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power, LLC (“Marathon” or “EGS”) and the undersigned customer (“Customer”) under which Customer authorizes a change in Customer’s Electric Generation Supplier and agrees to obtain electric generation supply service from Marathon (the “Agreement”). Subject to the terms and conditions of this Agreement, Marathon agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Marathon, necessary to meet Customer’s requirements based upon consumption data obtained by Marathon or the delivery schedule of the Local Distribution Utility (the “EDC”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Marathon or the EDC’s delivery schedule. The EDC will continue to deliver electricity supplied by Marathon. Marathon sets the 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 electric generation services in Pennsylvania. Our PUC license number is A-2433775. Marathon does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this Agreement.

**2. 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”). If service start date is delayed for any reason through no fault of Marathon Energy (e.g. blocked account, customer delay), then end date will be adjusted to account for the delay and reflect the Initial Term agreed to by Customer and Marathon.

**3. Renewal and Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, Marathon will send you two written notices either in our bills or in separate mailings that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. You will receive these notifications between 30 and 60 days before the expiration date. If you do not respond to the 2 advance notices prior to the expiration date, this Agreement converts to a variable rate on a month to month basis unless you switch to another EGS or choose to return to default service. While receiving service on a month-to-month basis per the variable price renewal terms, Customer or Marathon may cancel or terminate this Agreement at any time without penalty.

**4. Pricing and Billing.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a Variable Price per kWh which shall each month be based on market prices in the PJM Service Area for Day Ahead and Balancing Energy, Transmission Services, Congestion & Losses,

Ancillary Services, Locational Reliability charges, ARR Credits, State required Renewable Portfolio Standards, weather related factors, company margin and all applicable (total estimated state) taxes; including the Gross Receipts Tax but excludes applicable state and local Sales Tax, fees, charges or other assessments and Marathon’s costs, expenses and margins. Please call Marathon Power at 1.888.779.7255 or visit our website at [www.mecny.com](http://www.mecny.com) to get a copy of Marathon’s Historical Variable rates compared to the EDC. Historical pricing is not indicative of present or future pricing and Marathon Power LLC does not offer Utility Price Matching or guarantee savings. Marathon Power’s supply price may not always provide savings to the Customer. **Rate will change monthly; there are no ranges/ceilings on the variable rate that can be charged.** Fixed rate is an all-inclusive per kWh price that will remain the same for the term of the contract. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local sales tax. You will receive a single bill from your EDC each billing cycle that includes Marathon’s generation supply charges as well as the EDC’s delivery charges. Customer agrees to pay each invoice within the terms as outlined in Customer’s agreement with the EDC.

**5. Right of Rescission. Customer may rescind this agreement by calling 1-888-779-7255 at any time before midnight of the 3<sup>rd</sup> business day after receiving this disclosure. Customer may also contact Marathon in writing using the contact information in Section 12.** Once Customer’s account has been enrolled, if the Utility identifies a different service class than represented by Customer or if Customer installs net metering equipment as described below, Marathon reserves the right to propose changes to its Terms and Conditions by providing two written notices explaining your options going forward, as discussed in Section 2, “Term.” Marathon reserves the right to cancel this Agreement for misrepresentation by Customer and breach of contract if Customer misrepresents its service class or installs net metering equipment without providing notice to Marathon.

**6. DEFINITIONS.** “Generation Charge” is the charge for production of electricity. “Transmission Charge” is the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. “Avoided Energy Cost” refers to a calculation, determined for the load zone applicable to the Customer. “Net energy metering” measures the reverse flow of electricity so as to register the difference between the electricity supplied to the Customer and the electricity provided to the Company by the Customer’s generating equipment.

**7. Net Energy Metering.** Credits will be determined and applied by Utility, as appropriate, to each time period. Marathon Power is not responsible for reconciling net energy and/or applying net energy credits to the Customer or calculating the Customer’s Avoided Energy Costs. The Customer must notify Marathon Power, LLC of their generation and net metering equipment, if any, prior to enrollment or, once



enrolled, Customer must provide sixty (60) days written notification to Marathon Energy prior to installation of net metering equipment. Marathon Energy reserves the right to modify your Rate or terminate this Agreement and recover costs, if any, subject to PUC required notifications and Customer acceptance. Failure to notify Marathon of the installation of net metered equipment shall be considered a breach of this Agreement and may subject Customer to Early Termination Fees.

**8. Assignment.** 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 send an advance written notices either in our bills or in separate mailings 30 days prior to effective date of change. This agreement is the entire understanding between Marathon and the customer; no oral statements are effective.

**9. 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. Marathon will not release private customer information to a third party unless the customer has been notified and Marathon has received written consent from the customer. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Marathon or by calling Marathon at 1-888-779-7255. Customer may also restrict authorization to its information either orally or in writing to the address listed in Contact Information below. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 10 of this Agreement.

**10. Cancellation and Termination Rights.** The services provided by Marathon to Customer are governed by the terms and conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a Breach of the term(s) of the Agreement by Customer. If Customer, EDC or Marathon terminates this Agreement prior to the end of the Initial Term the Customer shall pay Early Termination Fees unless the termination results from proposed changes by Marathon to these Terms and Conditions or Customer relocates. Residential Customers: If a residential customer terminates their fixed agreement before the agreed expiration date, the Early Termination Fee will be: \$15 per month remaining on the Agreement, but will not exceed \$300. Commercial Customers: If a Commercial Customer with a peak load demand less than 25 kW terminates their fixed agreement before the agreed expiration date, the Early Termination Fee will be: \$75 per month remaining on the Agreement, but will not exceed \$1,500. Marathon will provide the required regulatory notice of cancellation of this Agreement for any reason other than for Customer non-payment or utility cut-off. If you move from the address listed above, this Agreement is cancelled and Early Termination Fees do not apply. If you misrepresent your service class to Marathon or install net metering equipment without

notifying Marathon, Marathon reserves the right to terminate this Agreement for breach of contract and will collect Early Termination Fees as described above. Marathon will provide Customer with the opportunity to remedy the termination condition. In the event of an unanticipated increase in cost for the supply of electricity and any of its factors; Marathon reserves the right reformulate the contract by proposing new contract terms to the Customer. Marathon will send Customer two advance written notices either in our bills or in separate mailings between 30 and 60 days prior to effective date of change. A lack of affirmative customer response would be deemed a rejection of the new terms and the Customer is then eligible to obtain service from either the EDC or another EGS without penalty. Switching to a competitive EGS is not mandatory and Customer has the option of obtaining service from the EDC. Customer may cancel this Agreement, subject to applicable Early Termination Fees, orally or in writing using Marathon's contact information in Section 12. You may contact the EDC customer service at: **Pennsylvania Power & Light (PPL) 1-800-342-5775, PECO Energy (PECO) 1-800-494-4000 or Pennsylvania Public Service Commission (PUC) 1-800-692-7380.**

**11. Agency.** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service agreements between Customer and Marathon and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Customer. Marathon as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Point for the electricity will be a point at the PJM Marathon load bus. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**12. Title.** Customer and Marathon agree that title to, control of, and risk of loss to the electricity 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 the electricity provided hereunder.

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

**14. Force Majeure.** Marathon will make commercially reasonable efforts to provide electricity hereunder but Marathon does not guarantee continuous supply electricity 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, and Marathon is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, 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 electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Marathon's control.

**15. Liability.** The remedy in any claim or suit by Customer against Marathon will be solely limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. All other remedies at law or in equity are hereby waived. In no event will either Marathon or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. This Agreement has no 3rd party beneficiaries.

**16. Contact Information.** Customer may contact Marathon's Customer Service Center at 1-888-779-7255, Monday through Friday 8:00 a.m. -8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to: Marathon Energy, 62-01 34th Avenue, Woodside, NY 11377 or email us at customerservice@mecny.com.

Utility contacts for non-emergency matters are PPL:

1-800-342-5775; PECO: 1-800-494-4000. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call EDC and emergency personnel at: **Pennsylvania Power & Light (PPL)**

**1-800-342-5775 or PECO Energy (PECO) 1-800-494-4000.**

Information on your Utility's Universal Service Program is as follows: Pennsylvania Power Company (PENNPWR) (First Energy Corp) 76 South Main Street Akron, OH 44308 <https://www.firstenergycorp.com/> 1-800-720-3600 PECO Energy (PECO) 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101 <https://www.peco.com/> 1-800-494-4000.

**17. Dispute Resolution.** In the event of a billing dispute or a disagreement involving Marathon's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Marathon by telephone or in writing as provided above. When Marathon receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied after discussing the terms of service with Marathon

the Customer may contact the Pennsylvania Public Utility Commission at 1-800-692-7380.

**18. Choice of Laws.** 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 Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**19. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Marathon's net income, shall be paid by Customer. 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.

**20. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.**

If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Marathon shall have the right to modify this Agreement to reflect such Regulatory Change. The customer will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes either in our bills or in separate mailings between 30 and 60 days prior to effective date of change.

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

**22. Rewards Program.** The Rewards Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually for the points program online at [www.mecny.com](http://www.mecny.com) – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Points accumulate and Customer must manually redeem their points online at [www.mecny.com](http://www.mecny.com) – it will not be done automatically. Rewards points are earned based on payments received by the EDC; points not used or redeemed prior to termination are forfeited upon termination or the closing of the account, whichever is earlier. Customers earn 1 reward point for every 10 kwh of electricity billed and paid. Once the customer reaches 1,000 points, customer is entitled to redeem the points for a \$10 Visa debit card. Points not redeemed by current customers in good standing expire after 12 months. Marathon reserves the right to adjust credit or debit any points.

