

NJ TPS Service Agreement 20201104 V5.2 Terms and Conditions

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE MARATHON AS YOUR ENERGY SUPPLIER

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power LLC D/B/A Marathon Energy ("Marathon"), an independent Third Party Supplier (TPS), and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/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 natural gas and/or 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 utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer's LDC. Marathon is a Third Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, 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. 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 7 of this Agreement in the event Customer rescinds the authorization.
3. **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. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas 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. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - 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.
 - e. **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 LDC 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 LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas 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 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage 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 usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. 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 usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - 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, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, 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, pipeline allocation, gas capacity rates, POR 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.
 - 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, at least sixty (60) days written notification must be submitted to Marathon prior to installation of net metering equipment. If Customer fails to provide such notice, Marathon may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.

- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Marathon will provide notice to Customer at least 30 days 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), then the end date may be adjusted to the originally intended service end date. For residential customers, following the 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. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. 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.
- 5. Termination of Agreements during the Initial Term:** If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Marathon to continue supplying and/or servicing this Customer, as determined by Marathon at its sole discretion, or if Marathon terminates its service offerings in Customer's LDC service territory or across New Jersey, 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 upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well as all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Marathon will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Marathon terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Marathon's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.
- 6. Billing:** Customer's LDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC 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 natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric 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 LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential 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 gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charge for all returned payments.
- 7. TPS Termination Rights.** The services provided by Marathon to Customer are governed by the Terms & 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, 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 at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Marathon may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. 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 tried up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.
- 8. Residential Rescission Customer Rights.** Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.
- 9. Agency.**
- **Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
 - **Electric:** Customer hereby designates Marathon as agent to: (a) arrange and administer contracts and service agreements between Customer and Marathon and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. 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 LDC and in response to information provided by the LDC. The Sales Points for the

electricity will be a point at the PJM Marathon load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

- 10. 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 Sales 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 natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Marathon agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Marathon under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.
- 11. 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.
- 12. Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or 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. 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or 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.
- 13. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. 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. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.
- 14. 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 at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

- 15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** 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 New Jersey. 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 relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

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 NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- 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 NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey 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 New Jersey.
- 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 or pipeline construct, gas capacity release, 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 LDC, NJBPU, Federal Energy Regulatory Commission or the PJM Interconnection (each, a "Regulatory or Other 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 or the financial impact 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 LDC 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 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, Marathon shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any

required security deposit, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement upon 30 days' written notice 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 LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

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

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

- 18. 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. This agreement is the entire understanding between Marathon and the customer; no oral statements are effective.

- 19. 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. 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.

- 20. 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, 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.

- 21. Environmental Disclosure.** The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Marathon's disclosure can be found at: <http://mecny.com/NJ-EID-label-template.xlsx>.

- 22. Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Customer (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 Customer, 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.

- 23. 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 verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities 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 record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. 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:

Customer's Signature

Customer's Printed Name & Title

Date