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|  | <p align="center"> <b>YEP ENERGY - SAVINGS PLANS<br/> FIXED PRICE &amp; VARIABLE PRICE<br/> (VERSION NO. V.PADUAL090914)<br/> FOR PENNSYLVANIA RESIDENTS &amp;<br/> BUSINESSES WITH PEAK DEMAND OF<br/> LESS THAN 25KW<br/> TERMS &amp; CONDITIONS PORTION OF<br/> DISCLOSURE STATEMENT</b> </p> |
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**1. General Terms and Conditions and Components of your Agreement.** Your agreement for electric generation service, between you and EnerPenn USA, LLC d/b/a YEP Energy ("YEP"), includes the following components: (i) your Terms and Conditions Portion of Disclosure Statement and any attachments thereto; (ii) your Enrollment Application; (iii) if enrolling in a Plant-A-Tree Plan, USO Plan, or Rebate Plan, your Contract Summary; and (iv) any welcome or renewal letter, each as may be amended or restated from time-to-time (your "Agreement" or "Disclosure Statement"). These terms are conditioned upon YEP accepting you as a customer. The Agreement is intended solely for residential and Small Business Customers in Pennsylvania who submitted applications (or enrolled for electricity services) under any YEP fixed price or variable price plan. Please refer to the other components of your Agreement for more information about your specific price, plan, and Term. Your applicable version of the Terms and Conditions (and its attachments) is the specific version of the Terms and Conditions (and its attachments) made available to you when you applied for service and selected your electricity plan.

**2. Background and Important General Terms.** YEP is an electric generation supplier or provider ("EGS") licensed by the Pennsylvania Public Utility Commission (the "PUC" or "The Commission") to offer and supply electric generation services in Pennsylvania under License No. A-2011-2248532. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. YEP sets the generation prices that you pay. The Commission (defined in Section 3 below) regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will continue to receive a single bill from your EDC (as defined in Section 3 below) that will contain EDC charges and YEP Generation Supply Charges (defined in Section 3 below) and any other YEP charges separately, except to the extent your EDC may otherwise require. As your EGS, YEP will arrange for the delivery of electricity from your EDC to the service address(es) set forth in your Enrollment Authorization (defined below) pursuant to your Agreement. Subject to YEP's acceptance of this Agreement and enrollment by your EDC, you agree to become a YEP customer and appoint YEP as your limited agent to take such actions as YEP deems necessary to serve as your EGS to perform the necessary tasks associated with your electric service and fulfill the terms of this Agreement. You also designate YEP as an authorized recipient of your current and historical billing and usage data. YEP may research your credit history. YEP shall have no responsibility for any debts owed by you to any prior EGS. By enrolling for service or by accepting electricity service from YEP, you agree to be bound by the Agreement, and you acknowledge that switching to YEP is not mandatory and you have the option to remain with the EDC for basic generation supply services.

**3. Definitions.** The definitions below are incorporated herein. For more information, please refer to the Pennsylvania Public Utility Commission's Consumers Dictionary for Electrical Competition, located on the Commission's website: [http://www.puc.state.pa.us/consumer\\_info/electricity/electric\\_competition\\_dictionary.aspx](http://www.puc.state.pa.us/consumer_info/electricity/electric_competition_dictionary.aspx)

**3.1 Agreement.** – Your "Agreement" with YEP, which is also sometimes referred to as your "Disclosure Statement," includes the following components: (i) these Terms and Conditions and any attachments hereto; and (ii) your signed and submitted Enrollment Application and Switch Authorization for Electric Supply (also referred to as your Enrollment Application); (iii) if enrolling in a Plant-A-Tree Plan, USO Plan, Rebate Plan or Green Plan, your Contract Summary; and (iv) any welcome or renewal letter, each component as may be amended or restated from time-to-time.

**3.2 AEC.** – The abbreviation for Alternative Energy Credits.

**3.3 Basic Service.** - These are the services necessary for the physical delivery of your electricity, including electric generation service, transmission and distribution. (See below for description of these terms.)

**3.4 Basic Service Charges.** - The total charge you pay to your EDC for Basic Service – that is, the total of the Electric Generation Service Charge (which, on your bill, will include your Transmission Charges), Distribution Charges, and any monthly customer charge.

**3.45 Change in Law.** - If the PUC, applicable ISO, or other State or Federal agency adopts, passes, or enacts any regulation, rules, tariff, protocol or law (or if there occurs any other changes, adoptions, and/or implementations of regulations, rules, tariffs, protocols or laws) that alter any of the costs or charges incurred by YEP in providing services under this Agreement or otherwise alter YEP's abilities to perform the services provided under this Agreement.

**3.5 The Commission.** - The Pennsylvania Public Utility Commission.

**3.6 Customer Charge.** - The charge to partially cover costs for billing, meter reading, equipment, service line maintenance and equipment by your EDC. This charge is the same no matter how much electricity you use.

**3.7 Default Service Provider.** – The company providing generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or, for some reason, no longer receive generation services from another supplier. Your Default Service Provider can be found on your Contract Summary.

**3.75 Disclosure Statement.** – Your Agreement with YEP as described in Section 3.1 above.

**3.8 Distribution Charges.** – The charge on each customer's bill for delivering electricity from your EDC to your home or business, including the Customer Charge. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use.

**3.9 Early Cancellation Fee**

a. **Residential Customers** – Unless otherwise stated in your Contract Summary, your Early Cancellation Fee equals \$10.00 times the number of months remaining in your Agreement's Initial Term. There is no Early Cancellation Fee if you cancel your Agreement within 30 days prior to the expiration of your Agreement's Initial Term.

b. **Small Commercial Customers** – Unless otherwise stated in your Contract Summary your Early Cancellation Fee equals the total electricity price paid by you under your Agreement in cents/kWh multiplied by your highest monthly kWh usage (as may be reasonably forecasted by YEP in any given month) and times the remaining months in the Initial Term, not to exceed three (3) months if your remaining term is 12 months or fewer, and not to exceed six (6) months if your remaining term is 13 months or more. The Early Cancellation Fee shall not be less than \$150.00. There is no Early Cancellation Fee if you cancel your Agreement within 30 days prior to the expiration of your Agreement's Initial Term.

**3.10 EDC.** - An abbreviation for "Electric Distribution Company." This is also referred to in the marketplace as your "utility". Unless otherwise noted, the term "EDC" shall mean the public utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

**3.11 Supplier (Electric Generation Supplier – EGS).** – A person or corporation, generator, broker, marketer, aggregator or any other entity, that sells electricity to customers, using the transmission or distribution company (EDC), and while you are a party to this Agreement, will be YEP.

**3.12 Enrollment Authorization.** - Your Enrollment Authorization is your signed written Application for Enrollment and Switch Authorization form if you enrolled in writing, electronic Internet Application for Enrollment and Switch Authorization if you enrolled online, or recorded telephonic Application for Enrollment and Switch Authorization if you enrolled telephonically.

**3.13 Generation Service Charge.** - Part of the Basic Service Charge on each customer's bill for the generation (production) of electricity. Electric

generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This service is included in the price YEP charges you, as described in your Enrollment Authorization and Contract Summary, as applicable. Generation prices and charges are set by the electric generation supplier you have chosen.

**3.14 Initial Notice.** – The first written notice YEP sends to you fifty-two to ninety (52 – 90) days prior to the expiration of your Initial Term, if you are enrolled in a fixed term plan, or if we propose to change the terms of service in any type of agreement.

**3.15 Initial Term.** – This is the initial time period during which you will be bound to this Agreement (as you selected in your Enrollment Authorization) and receive the price set forth in your Enrollment Authorization and/or your Contract Summary, as applicable. For customers on a variable price plan, your Initial Term is the first month of electric generation service.

**3.16 ISO.** – The abbreviation for “Independent System Operator.”

**3.17 kWh.** – An abbreviation for the basic unit of measure of electric energy, “kilowatt hours”.

**3.18 Options Notice.** – The second written notice we send you at least forty-five (45) days prior to the expiration of your Initial Term if you are enrolled in a fixed term plan. The purpose of your Options Notice is to notify you of your right to renew, terminate, or renegotiate your Agreement.

**3.19 PJM Interconnection.** – PJM Interconnection, LLC (or its successor). This is the regional transmission organization responsible for the transmission grid in which your account is located.

**3.20 PJM Region.** – The areas served by the PJM-operated electric transmission system, including all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, N.C., Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

**3.21 Price to Compare.** – Kilowatt-hour amount a consumer uses to compare prices and potential savings among generation suppliers.

**3.22 PUC.** – The abbreviation for the Pennsylvania Public Utility Commission.

**3.23 Retail Service Charges.** – Charges as set forth in Section 5.2.

**3.24 Small Business Customer.** – The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months or as small business is otherwise defined by applicable law.

**3.25 Transmission Charges.** – 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.

**3.26 YEP.** – YEP Energy, a Texas limited liability company, or its assignee or successor.

**4. Right of Rescission.** You may cancel this Agreement at any time before midnight of the third federal business day after receiving this Terms & Conditions & Disclosure Statement by calling YEP at 1-855-363-7736, by writing YEP at 5773 Woodway Drive, Ste 311, Houston, Texas 77057, or by emailing YEP at customer.care@yepenergypa.com. When contacting YEP, please include your request for rescission, name, address, phone number, & account number.

**5. Basic Service Prices.** YEP endeavors to offer you its most competitive prices possible in its fixed price and variable price plans. Prices for our fixed price and variable price plans include Generation and Transmission Charges and estimated total state taxes, including gross receipts tax, but exclude charges for EDC services (generally, Distribution Charges and utility fees) and federal, state, and local taxes (other than state gross receipts tax). These items are in addition to your price. There is no charge for entering into this Agreement. There is also no charge for terminating this Agreement solely to the extent permitted by the cancellation provisions described in Section 8 below, and under certain other circumstances, you will be responsible for payment of the Early Cancellation Fee defined in Section 3 above. The price charged for electric generation service under this Agreement is reflective of competitive market conditions, was not set or approved by the Commission and does not include any applicable taxes (except for state gross receipts

tax), or charges from your EDC, which will be passed through to you at cost in addition to the price set forth on your Enrollment Authorization.

**5.1 Fixed Price Plans.** THIS SECTION 5.1 IS ONLY APPLICABLE TO CUSTOMERS ON A FIXED PRICE PLAN. If enrolled in a fixed price plan, you agree to pay the price for Generation Supply Charges per kWh and the other charges as set forth in your Enrollment Authorization for the term you selected in your Enrollment Authorization. You are signing up for price protection during your Initial Term as stated on your Enrollment Authorization. AT YOUR INITIAL TERM’S END, IF YOU DO NOT RENEW OR IF YOU OTHERWISE DISCONTINUE SERVICE WITH YEP, YOUR PRICE AND PLAN WILL AUTOMATICALLY CONVERT TO A VARIABLE MONTHLY PRICE TO BE GOVERNED BY SECTION 5.2.

**5.2 Variable Price Plans.** THIS SECTION 5.2 IS ONLY APPLICABLE TO CUSTOMERS ON A VARIABLE PRICE PLAN (which also includes customers whose fixed price plan has expired without renewal and whose plan has therefore been converted into a variable price plan pursuant to Section 5.1). If you selected a variable price plan, the price for Generation Supply for your first month of service is set forth in your Enrollment Authorization, and the price you pay for electricity after your first month of service (your “energy charge”) will vary each month based on YEP’s prevailing market costs of energy, capacity, Transmission Charges, the amount of your “Retail Service Charge” and gross receipts tax. If you had enrolled in a fixed price plan and your term has expired without renewal such that you’ve been placed on a variable price plan pursuant to Section 5.1, then the price you pay for electricity (your “energy charge”) will vary each month based on YEP’s prevailing market costs of energy, capacity, Transmission Charges, the amount of your Retail Service Charge and gross receipts tax. For all variable plans, any other taxes (aside from gross receipts tax) and Distribution Charges will be passed through to you at YEP’s cost. Retail Service Charges include congestion, line losses, ancillaries, renewable portfolio charges, and a reasonable profit margin determined by us from time to time in good faith. The Retail Service Charge may change for each billing period but will never exceed \$0.055 per kWh. Your variable price may vary on a monthly basis with no advance notice, but as a form of low price assurance, and because YEP values your loyalty, if you are ever unsatisfied with your plan during the variable period, you will have the right to cancel this Agreement without penalty in accordance with the procedures for cancellation set forth in Section 8 below. To learn your current variable price, please call us at 855-363-7736.

**5.3 Price Comparisons.** If you enrolled in a fixed price plan, please note that your EDC’s tariff rates likely will change from time to time, as will YEP’s prices during any and all renewal periods, and therefore YEP cannot guarantee savings over the EDC’s rates during the entire term of this Agreement or any renewals. If you enrolled in a variable price plan, or if you had enrolled in a fixed price plan and your term has expired without renewal such that you’ve been placed on a variable price plan pursuant to Section 5.1, then your price during all such variable pricing periods will reflect market conditions, YEP’s Retail Service Charge, and supply costs, and in addition, the EDC’s tariff rates likely will change from time to time; YEP’s price therefore may be higher or lower than your EDC’s price during all such variable pricing periods. You may also consult your EDC’s Price to Compare shown on your monthly invoice for consideration.

## **6. Term of Agreement**

**6.1 Fixed Price Plans.** You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, beginning on the Effective Date through and until the expiration of your Initial Term. You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, after your Initial Term to the extent set forth in Section 5.1 and 5.2, which electricity after your Initial Term will be at a variable price that will no longer be fixed.

**6.2 Variable Price Plans.** You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, beginning on the Effective Date through the date upon which you cancel your Agreement. After your first month of service, your service with YEP will continue on a month-to-month basis until cancelled by you or YEP as described in Section 8 below.

## **7. Green Plans and Specialty Plans**

**7.1 YEP Green Plans & Renewable Energy.** If you enrolled in a YEP green plan, we believe you are contributing to a healthier and cleaner environment in the Commonwealth of Pennsylvania. To satisfy your electricity needs while also preserving the environment YEP has purchased or will purchase green power in the form of AEC purchases as set forth in your Contract Summary. AECs constitute an essential source of renewable energy used to meet the Commonwealth of Pennsylvania’s environmentally conscious renewable energy goals. For a further description of how these plans work, please see

your applicable Contract Summary that was made available to you upon your enrollment, which Contract Summary is a part of your Agreement. For more information about sources of energy and other important disclosures regarding YEP's green products, please see YEP Energy's Green Products Facts Summary (not to be incorporated herein).

**7.2. YEP Specialty Plans.** If you enrolled in a USO Plan, a Rebate Plan or Plant-a-Tree Plan (all of which are examples of YEP "Specialty Plans"), please see your applicable Contract Summary that was made available to you upon your enrollment for more information and descriptions of how these plans work. Such Contract Summary is a part of your Agreement.

## **8. Cancellation.**

**8.1. Cancellation Initiated by Customer.** Subject to the terms herein, you may cancel your Agreement to purchase electricity by providing 30 (thirty) days advance written notice to YEP. You will be responsible for all charges incurred by you up to the date of cancellation. In addition, if you are enrolled in a fixed price plan with us and you cancel the Agreement after the three (3) day rescission period expires but before the end of your Initial Term, you will also be responsible for the Early Cancellation Fee (as defined in Section 3 above). After you notify YEP your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which YEP gives notice to the EDC of your request.

**8.2. Non-Payment.** If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated by the EDC. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination. In addition, if you have a fixed price agreement with us and this Agreement is cancelled before the end of your Initial Term, you will also be responsible for the Early Cancellation Fee.

**8.3. YEP Initiated Cancellation.** If we cancel this Agreement for any reason other than for your non-payment, we will follow applicable rules in providing notice to you. If for any reason performance of this Agreement becomes materially uneconomical to YEP, if you fail to pay any deposit that may be due pursuant to this Agreement or if YEP is otherwise unable to continue this Agreement, YEP can cancel this Agreement after giving you at least fourteen (14) days advance written notice, unless prohibited by applicable law. If YEP cancels this Agreement, you remain responsible for all invoices, services rendered, and other charges incurred through the date you are switched to another supplier or returned to the EDC for service. You affirm to YEP that you have provided YEP with your correct and complete name, address, and contact information and you do not have any outstanding balance with us for any property, premise, or meter previously or presently within your controls or possession. If, in YEP's sole discretion YEP determines any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, YEP can cancel this Agreement immediately.

**8.4. Customer Move.** If you move from the service address provided during your enrollment, the Agreement will automatically terminate and you will not be subject to the Early Cancellation Fee, solely and to the extent required by applicable law. If you are moving, please contact YEP via phone, email, or in writing and provide a forwarding address to receive any remaining invoice(s). You shall remain responsible for all charges incurred prior to any cancellation of this Agreement.

**9. Penalties, Fees, and Exceptions.** IF YOU HAVE A FIXED PRICE PLAN WITH YEP AND YOU CANCEL THIS AGREEMENT AFTER THE THREE (3) DAY RESCISSION PERIOD REFERENCED ABOVE AND BEFORE THE END OF YOUR INITIAL TERM, WE WILL CHARGE YOU THE EARLY CANCELLATION FEE AS "EARLY CANCELLATION FEE" IS DEFINED AND DESCRIBED IN ARTICLE 3 ABOVE. YEP will not charge an early cancellation fee if you cancel within 30 days prior to the end of your Initial Term or if you permanently move prior to the end of your Initial Term. In any event, you will be responsible for all payments due hereunder until the cancellation of YEP's electric generation service is complete. Such cancellation fee shall also be assessed on those customers that have their agreements cancelled due to non-payment.

**10. Taxes.** Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you (gross receipts tax is already included in the price set forth in your Enrollment Authorization). If you are tax exempt, it is your

responsibility to provide YEP with sufficient documentation needed to provide your tax exempt status. Even if tax exempt, you may be responsible for possibly other types of taxes depending on the scope of your exemption.

**11. Proposed Changes to Terms.** Regardless of any other provision in this Agreement, except as may be prohibited by applicable law, this Agreement (including for example, your price) may be changed by YEP upon the occurrence of any event beyond its reasonable control that increases the obligations of YEP or the costs of performing such obligations under this Agreement, except for a Change in Law (as defined in Section 3 above), which are governed by Section 14. If we request such a change, YEP will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Agreement without any further obligation by notifying us in writing within thirty (30) days after receiving notice of the new prices and/or terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination penalty. No changes or edits to your Agreement will be valid unless duly approved in a signed writing by YEP.

**12. Renewal / Agreement Expiration.** This section shall only apply to customers who enrolled in a fixed term or variable price plan from YEP and are currently receiving service pursuant to a YEP agreement under such plan. This section shall not apply to any instance where you are placed on a default month-to-month product after the end of your Initial Term (for customer's enrolled in a fixed price plan) or after the first month of service (for customers enrolled in a variable price plan).

**12.1 Fixed Price Products.** If you are currently enrolled in a fixed price plan and the expiration of your Initial Term is approaching we will send an Initial Notice and an Options Notice (both defined in Section 3 above). If you do not respond to the notices prior to the end of your Initial Term, you will be placed on a month-to-month product upon expiration of your Initial Term, at YEP's then-present prices for electricity in the applicable region of the PJM market.

**12.2 Variable Price Products.** If you are currently enrolled in a variable price plan your plan will automatically renew on a month-to-month basis at the end of the first month and you will pay a variable price per kWh with no cancellation fee thereafter. While receiving service at a variable rate, YEP will charge you for all electricity billed by your EDC at a variable price per kWh, based upon our then-present prices for electricity in applicable region of the PJM market. If you are currently enrolled in a variable rate plan you may switch to a fixed term plan by contacting a YEP Customer Service Representative, in which case your new fixed rate will appear on the next full billing cycle after YEP receives your switch request.

**12.3 Notices.** (Applicable to "fixed term" plans upon changes to terms and expiration). If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advance notifications.

**12.4 Price Comparisons.** Please refer to Section 5.3 above for important information regarding any and all comparisons of your price to the Price to Compare.

**13. Access to Customer Information.** You understand that by enrolling for service with YEP, YEP will be provided, and you hereby agree for your EDC to provide, certain basic account information from your EDC, including but not limited to account number, meter read information, customer rate class and electricity usage, your address and phone number, and whether or not you are on a budget billing plan or other payment arrangement or as otherwise approved by the PUC Bureau of Consumer Services. You further understand that the EDC is required by the PUC to communicate with you following a notice of change of EGS to confirm the change was authorized. YEP will not sell or otherwise provide your personal information to any unaffiliated party without your consent, except as may be required by law or as necessary to enforce this Agreement.

**14. Change in Law.** Regardless of any other provision in this Agreement to the contrary, and to the fullest extent permitted by law, YEP may change the terms of this Agreement upon the occurrence of a "Change in Law" (as defined in Section 3) in order to adapt the provisions of this Agreement that are impacted by such Change in Law, except that YEP will not seek to modify a fixed price unless you provide your consent as noted below in this Section 14. Specifically, If there occurs a Change in Law that results in YEP proposing to modify this Agreement (except for changes to your price under

a Fixed Price plan), YEP may: (i) adjust the Terms of this Agreement solely to reflect such additional or modified obligations, by giving two advance written notices in separate mailings between 45 and 90 days before the proposed effective date of such change explaining the proposed modifications to your existing Agreement and your rights with respect to such proposed modifications; or (ii) to the fullest extent permitted by law, and after giving notice to you as required under applicable law, terminate or cancel the Agreement at no cost to YEP. However, if you're enrolled in a Fixed Price plan, then to the fullest extent permitted by law, if there occurs a Change in Law that results in YEP incurring additional charges or modified obligations with respect to the services being or to be provided under this Agreement, YEP may, upon your consent, adjust your price and other charges solely to reflect such additional or modified obligations, by giving two advance written notices in separate mailings between 45 and 90 days before the proposed effective date (a) explaining the proposed modifications to your existing Agreement and your rights with respect to such proposed modifications, and (b) also seeking your affirmative consent to such adjustments and changes. Or, to the fullest extent permitted by law, if you're enrolled in a Fixed Price plan and if there occurs a Change in Law that results in YEP incurring additional charges or modified obligations with respect to the services being or to be provided under this Agreement, YEP may terminate or cancel the Agreement at no cost to YEP.

**15. Right to Cancel.** IF YOU DO NOT PAY YOUR INVOICE(S), YOUR SERVICE MAY BE DISCONNECTED BY THE EDC. Your EDC will provide you notice in the time frame prescribed by the Commission prior to disconnection of your electricity service. The EDC may also disconnect electricity service immediately, and without notice, in certain urgent situations, including: (i) existence of a known dangerous condition; (ii) where service is connected without authority by a person who has not made an application for service; (iii) where service is reconnected without authority after disconnection for nonpayment; (iv) where there is evidence of tampering of equipment or theft of service. This Agreement will be cancelled immediately if and when the EDC returns you to the EDC generation and distribution service.

**16. Dispute Procedures.** Please contact YEP if you have questions or concerns regarding your Agreement. YEP's friendly and knowledgeable representatives are trained to research and resolve your customer inquiries, and YEP will work hard to make sure your problem is handled and that you are pleased with YEP's service. If, after you have discussed the terms of service of your Agreement with YEP, you are not satisfied, you may contact the Commission at the Utility Choice Hotline: 1-800-692-7380.

**17. Non-Discrimination.** YEP proudly discloses that it does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Additionally, YEP does not use credit scores, credit history, or EDC payment history as the basis for determining price for electricity customers.

**18. Usage.** YEP will provide, and you shall pay for, all the electricity to satisfy all the electricity requirements for each service address that you enroll with YEP, as specified in your Enrollment Authorization. You may not resell any portion of such electricity to any third party.

**19. Distributed Generation and Demand Response.** You warrant that you do not currently own or control any generation units that deliver energy to or from any of the service addresses you enrolled for YEP service under the Agreement that would alter the historical usage data used by YEP to purchase your requirements under this Agreement (such generation must be explicitly disclosed to YEP prior to YEP's acceptance of this Agreement). Should you seek to install any on-site generation units, you shall notify YEP in writing at least 60 days prior to the proposed installation of such on-site generation. This section shall not apply to back-up generators or generation units used only in emergency situations. Your further warrant that you are not currently enrolled in a Demand Response Program (or if you are already enrolled in a Demand Response Program you have fully disclosed such in your Enrollment Authorization), and that you agree to provide at least 60 days written notice prior to any enrollment in such Demand Response Program. YEP's prior written consent is required before enrolling in any Demand Response Program. You understand and agree that such use of on-site generation or your participation in a Demand Response Program could materially impact your usage and consumption needs under this Agreement, as relied upon by YEP in purchasing your requirements. A breach of this Section shall be considered a breach of this Agreement, and any costs incurred by YEP as a result will be your responsibility.

**20. Notice of EDC Curtailments.** You shall promptly notify YEP of any and all curtailment or interruption orders and all related notices when your EDC requires that your service be interrupted or curtailed as to any property, premise, or meter served under this Agreement. You shall reimburse YEP for any and all reasonable costs imposed upon or otherwise incurred by YEP resulting from such curtailment of services.

**21. Role of your ISO and EDC.** Your ISO or EDC is solely responsible for the electricity transmission and distribution grid and system along with all interruptions in the delivery of service. YEP is not in any way liable or responsible for any interruption or disruption in electric service or related services caused wholly or partially by interruption, deterioration, or problems on the EDC's systems or on the ISO-controlled grid. YEP will have no liability and is not responsible or any of the EDC's or ISO's acts or failures to act, and you agree that you shall be solely responsible for all amounts due to the ISO or EDC for their services rendered in connection with the electricity services provided to your service address(es).

**22. Collections, Referral to Credit Agency.** If you fail to make any payments due under your Agreement, YEP may: (i) assign your indebtedness to YEP's internal collections group; (ii) place your debt with an attorney or collection agent for collection; or (iii) refer any unpaid amounts to a credit agency for reporting.

**23. Force Majeure.** EGS's do not generate your electricity, nor do EGS's transport it from the generation point to you. YEP will endeavor to provide service in a commercially reasonable manner, but YEP cannot guarantee a continuous supply of electricity. Events outside YEP's control, called "force majeure" events, may result in interruptions in service, for which YEP will not be liable. Therefore, regardless of any representation or any other part of your Agreement or other document to the contrary, you agree that YEP is not responsible for damages or liability caused wholly or in part by force majeure events, which include, without limitation, acts of God, acts of any governmental authority, including the Commission, acts of the ISO, accidents, strikes, labor trouble, required maintenance work, problems with or acts of the EDCs, problems with (or acts of) suppliers, qualified scheduling entities, unlawful or negligent actions of other EGS's, delay of market availability or changes in laws, rules, regulations, and practices or procedures of any governmental entity or ISO, or any other cause beyond YEP's control. You acknowledge that YEP does not have care, control, or custody of your property or premises, or of any electrical facilities, including but not limited to, lines, wires, or the meter, located on or next to your property or premises. You further acknowledge that you are in exclusive control (and responsible for any damages or injury caused thereby) of electricity at and from such meter.

**24. Limitations of Liability.** YEP'S LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE (INCLUDING, WITH RESPECT TO YOUR AGREEMENT) SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF RECOVERY. You irrevocably waive all other remedies at law or in equity. Without limitation to the foregoing, neither party will be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages. These limitations apply without regard to the cause of any liability or damage for any reason. There are no third party beneficiaries to this Agreement. If any provision of your Agreement is held unenforceable, the remaining provisions shall remain valid. YEP shall have no responsibility for any charges you owe to any prior EGS, and you may not withhold payments to YEP pending any refunds or other settlement of billing from any other EGS.

**25. Representations & Warranties.** The electricity sold under your Agreement will be supplied from a variety of sources. YEP makes no representations or warranties other than those expressly set forth in your Agreement. YEP expressly disclaims all other warranties, express or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

**26. Agreement Subject to Change Upon Information Verification.** This Agreement is intended solely for small business customers whose maximum registered peak load was less than 25 kW within the last 12 months and with demand of less than 25KW. If it is determined that your demand is greater than 25KW, at YEP's sole discretion, YEP may, upon ten (10) days prior notice require you to sign a new and different form of agreement for large commercial customers before accepting you as a customer or continuing to serve as your EGS.

**27. Assignment.** You may not assign your Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of YEP. YEP may, and you hereby grant your express written consent permitting YEP to: (a) transfer, sell, pledge, encumber or assign your

Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement or arrangement; (b) transfer or assign your Agreement to any past, present, or future affiliate of YEP or to a party who supplies (or seeks to provide) wholesale power or qualified scheduled entity services to YEP; (c) transfer or assign your Agreement to any person or entity succeeding to all or a portion of the assets or control of YEP; and/or (d) transfer or assign your Agreement to a certified EGS. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof, and after an assignment by YEP, YEP will have no further obligations under this Agreement. This Agreement shall inure to the benefit of, and be binding upon, YEP and your respective successors and permitted assigns.

**28. Governing Law.** Your Agreement shall be governed by Pennsylvania law, without regard to it conflict of law principles. The provisions of the Uniform Commercial Code shall apply to your Agreement, and electricity shall be a "good" for purposes of the UCC.

**29. Miscellaneous.** This Agreement sets forth all understandings between you and YEP, and any prior or contemporaneous representations, understandings, price quotes, and inducements are fully merged into and superseded by this Agreement. The terms of this Agreement shall survive any cancellation, termination or expiration of this Agreement at least until all of such meter(s) are either switched from YEP or disconnected and until your balance and all amounts outstanding are paid in full. All terms of the Agreement which must, in order to give full force and effect to the parties' rights and obligations, survive the cancellation, termination or expiration of this Agreement, shall so survive, including without limitation your payment obligations. No waiver by any party of any default by the other in the performance of any of this Agreement's terms will be construed as a waiver of any other default. Any changes to the Agreement must be set forth in a signed writing. If any provision of this Agreement is held to be invalid by a

court or a regulatory body, such provision shall be construed, as nearly as possible, to reflect the parties' intentions with the other provisions remaining in full force and effect.

**30. Notices.** All notices or consents hereunder must be in writing (including fax) and sent to YEP Energy at the address or fax number in Section 32.

**31. Title and Risk of Loss.** You acknowledge that YEP does not have care, custody, or control of your property or premises, or of any electrical facilities, including but not limited to lines, wires, or the meter, located on or near your property or premises. You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity at and after receipt at the meter(s). Title to electricity and risk of loss and liability related to electricity shall transfer from YEP to you at such meter(s). Title to the electricity will pass from YEP to you when it is delivered to your EDC's delivery point. YEP will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

| <b>Section 32. - Contact Information</b>  |  |   |   |
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| <p><b>Electric Generation Supplier:</b><br/>YEP Energy<br/>1275 Glenlivet Drive, Suite 100<br/>Allentown, PA 18106</p> <p>Toll Free: 1-855-363-7736<br/>Fax: 1-855-204-7736<br/>Email: <a href="mailto:customer.care@yepenergypa.com">customer.care@yepenergypa.com</a><br/>Website: <a href="http://www.yepenergyPA.com">www.yepenergyPA.com</a></p> <p>Hours of Operation: M-F 7:30am to 4:30pm, EST (not open on holidays)</p> | <p><b>Pennsylvania Utilities - EDC and Providers of Last Resort:</b><br/>For Emergencies, Outages, and Equipment Service, please contact your EDC.</p>   |   |   |
|   | <p><b>PPL Electric Utilities</b><br/>827 Hausman Road<br/>Allentown, PA 18104<br/>1-800-342-5775<br/><a href="http://www.pplelectric.com">www.pplelectric.com</a></p>                            | <p><b>PECO</b><br/>2301 Market Street<br/>Philadelphia, PA 19101<br/>1-800-494-4000<br/><a href="http://www.peco.com">www.peco.com</a></p>  | <p><b>Universal Utility Assistance Programs:</b><br/>Programs provided by your EDC for customer on a limited or fixed income to assist them with utility bills.<br/>Contact:<br/><b>PPL</b> at 1-800-342-5775<br/><b>PECO</b> at 1-800-494-4000<br/><b>Met-Ed</b> at 1-800-545-7741<br/><b>Penelec</b> at 1-888-544-4877<br/><b>DLCO</b> at 1-888-393-7000<br/><b>WPP</b> at 1-888-544-4877</p> |
| <p><b>Public Utility Commission:</b><br/>Pennsylvania PUC<br/>PO BOX 3265<br/>Harrisburg, PA 17105-3265<br/>Utility Choice Hotline: 1-800-692-7380<br/><a href="http://www.puc.state.pa.us">www.puc.state.pa.us</a><br/><a href="http://www.papowerswitch.com">www.papowerswitch.com</a></p>  | <p><b>Met-Ed</b><br/>76 South Main Street<br/>Akron, Ohio 44308<br/>1-800-545-7741;<br/><a href="http://www.firstenergycorp.com/met-edison.html">www.firstenergycorp.com/met-edison.html</a></p> | <p><b>Penelec</b><br/>76 South Main Street<br/>Akron, Ohio 44308<br/>1-888-544-4877<br/><a href="http://www.firstenergycorp.com/penelec.html">www.firstenergycorp.com/penelec.html</a></p>  |   |
|   | <p><b>Duquesne Light Company (DLCO)</b><br/>411 Seventh Avenue (6-1)<br/>Pittsburgh, PA 15219<br/>1-888-393-7000<br/><a href="http://www.duquesnelight.com">www.duquesnelight.com</a></p>        | <p><b>West Penn Power (WPP) (formerly Allegheny)</b><br/>76 South Main Street<br/>Akron, Ohio 44308<br/>1-888-544-4877<br/><a href="http://www.firstenergycorp.com/welcome_to_firstenergy.html">www.firstenergycorp.com/welcome_to_firstenergy.html</a></p> |   |