Definitions: Business Days - Monday through Friday, excluding holidays. Distribution Service - The delivery of electricity to your home or business. This includes local wires, transformers, substations and other equipment used to deliver electricity to end-use consumers from the high-voltage transmission lines. Generation Charges - The charge for producing electricity. Generation service is competitively priced and is not regulated by the PUC. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. RTO - Regional Transmission Organization. Generation Deactivation/Reliability Must Run (RMR)- Costs associated with deactivating an electric generating unit, or costs associated with continuing to operate an electric generating unit at the RTO's direction for reliability reasons after its intended deactivation. Network Integration Transmission Services (NITS) - Charges that allow a transmission customer to integrate, plan, economically dispatch and regulate its network resources to serve its network load. Transmission Charges - The cost for transporting electricity from the generation source to your EDC. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. FERC regulates retail transmission prices and services. This charge will vary with your source of supply. Transmission Enhancement Charges (TEC) - Charges for recovery of costs associated with constructing and owning/financing transmission projects. Definitions for generation charges and transmission charges are defined in accordance with the glossary posted on www.papowerswitch.com or other successor media platform as determined by the PUC.

End of Contract / Renewal Terms
If your Agreement is approaching the expiration date, or whenever Energy Harbor proposes to change the terms of service, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward, including any cancellation fees or automatic renewal terms that may apply.

Right of Rescission
If you are a new or returning customer, you have the right to rescind this Agreement within three (3) business days after receipt of the disclosure statement by contacting Energy Harbor at 1-888-254-6359.

Residential Customer Disclosure Statement
This Disclosure Statement together with the enrollment materials are your Agreement (“Agreement”) for electric generation service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy of this Agreement for your records.

Right of Rescission: You have the right to rescind this Agreement within three (3) business days after receipt of this Disclosure Statement by contacting Energy Harbor at 1-888-254-6359.

Energy Harbor is licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply electric generation services in Pennsylvania. As an Electric Generation Supplier (“EGS”), Energy Harbor will supply the electric generation to your EDC, based on your usage. Your EDC then distributes or delivers the electricity to you. Generation prices and charges are set by the EGS you have chosen (Energy Harbor). The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. Energy Harbor is not the same company as your EDC; the prices of Energy Harbor are not regulated by the PUC and you are not required to buy electricity or other products from Energy Harbor to receive the same quality of service from your EDC.
Eligibility: Only customer accounts on residential rate codes are eligible to enroll in this offer from Energy Harbor (referred to herein as "Customer" or "You"). No other rate codes will be accepted. The following residential accounts are ineligible for this offer: (1) any customer accounts participating in energy assistance or low-income rate programs that will pay a higher rate or that will otherwise be negatively affected under the Agreement; (2) any customer of an electric cooperative or municipally owned utility; or (3) any net-metered account. Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance for past electric service or if your credit standing is otherwise unsatisfactory, as determined solely by Energy Harbor.

Basic Service Prices and Other Charges: Throughout the period this Agreement is in effect, you agree to pay Energy Harbor a fixed price indicated in the above summary for a total combined Transmission, Generation and Generation Related charge ("Retail Electric Supply"). In addition to Energy Harbor’s charges, you will be charged by your EDC for distribution and various other charges. Energy Harbor’s price includes gross receipts tax but not applicable Pennsylvania sales tax, including any and all local tax. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges you would avoid for that billing period when you switch to Energy Harbor. In addition to the charges described above, if any RTO or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organizations, or court requires a change to the terms of the Agreement, or imposes upon Energy Harbor new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a “Pass-Through Event”), which are not otherwise reimbursed to Energy Harbor, Customer agrees that Energy Harbor may pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. A Pass-Through Event may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, NITS charges, TEC, Generation Deactivation/RMR charges, capacity charges, revisions in current rules or laws imposing charges relating to retail electric service, and other changes to retail electric customer access programs. If any such Pass-Through Event occurs, Energy Harbor may offer you new terms for this Agreement, in which case you will receive the notices described in the Customer Notification paragraph below. If you wish to remain with Energy Harbor under the new terms, you must indicate your acceptance of the new terms as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDC for Retail Electric Supply. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive written notice of the termination as described in the Customer Notification paragraph below, after which you may be returned to your EDC for Retail Electric Supply. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fees related to such event. You must still pay Energy Harbor for all services provided by Energy Harbor to you through the date you are returned to your EDC or switched to another EGS for service.

Length and Renewal of Your Agreement: Except as otherwise provided for herein, your Retail Electric Supply service from Energy Harbor will commence on the later of the date indicated on your Enrollment Form, or with the next available meter reading, following the three (3) day rescission period, the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the terms set forth herein), and the processing of the enrollment by your EDC. You acknowledge that the contract start date is an estimate only and shall be determined by your EDC in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date on which your EDC switches your account. Your Retail Electric Supply will continue for the length of the service period as specified in the enrollment materials received from Energy Harbor. This period may change at Energy Harbor’s sole discretion and consistent with the terms set forth herein if any Pass--Through Event occurs. If your Agreement is designated as an “Auto Renewal” arrangement in the above Summary and you do not affirmatively cancel this Agreement as outlined in your renewal notifications, your Retail Electric Supply from Energy Harbor will renew as outlined in said notice.

Billing: You will receive a single bill from your EDC that will contain both your EDC and Energy Harbor charges. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the State and Local tax law.

Penalties, Fees and Exceptions: IF YOU DO NOT PAY THE FULL AMOUNT OWED ENERGY HARBOR BY THE DUE DATE OF THE BILL, ENERGY HARBOR MAY CHARGE A 1.5% PER MONTH LATE PAYMENT FEE UNTIL THE ENTIRE BALANCE IS PAID IN FULL.

Cancellation/Termination Provisions: If you do not pay your bill by the due date, or if Energy Harbor receives a drop notice from your EDC, Energy Harbor may cancel this Agreement after giving you a minimum of ten (10) days written notice. If you move to a new service address within your existing EDC’s service territory, and the EDC is able and willing to transfer Energy Harbor’s service, Energy Harbor shall have the sole discretion either to allow this Agreement to continue, or to cancel this Agreement as of the date of your move without prior notice. Upon cancellation for any reason specified in this Agreement, you will be returned to your EDC as a customer for Retail Electric Supply. You will remain responsible to pay Energy Harbor for any Retail Electric Supply used before this Agreement is cancelled, as well as any late payment charges. THERE IS NO CHARGE ASSOCIATED WITH CANCELLATION OR TERMINATION OF THIS AGREEMENT.

Customer Consent and Information Release Authorization: By entering into this Agreement for Retail Electric Supply from Energy Harbor, you understand and agree to the terms and conditions herein. In order to process your enrollment, you authorize Energy Harbor to obtain your information from your EDC that includes, but is not limited to: account number, billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service (referred to herein as “Confidential Information”). Energy Harbor will maintain the confidentiality of Confidential Information as required by applicable Commission regulations and Federal and State laws. You authorize Energy Harbor to release Confidential Information in connection with your Retail Electric Supply to Energy Harbor’s affiliates, lenders, counsel, accountants or advisors who have agreed to ensure its confidentiality in accordance with the aforementioned laws and regulations. Your authorization to release such information shall remain in effect through the duration of the Agreement. Energy Harbor reserves the sole right to determine if your credit standing is satisfactorily before accepting your enrollment request. This Agreement shall be fully executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor and subsequent acceptance of the enrollment by your EDC.
Customer Notification: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

Dispute Procedures and Shopping Information: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M - F 8:00 am to 5:00 pm EST or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. Customers may call the PUC if they are not satisfied after discussing the terms with Energy Harbor at 1-800-692-7380 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265. The PUC website is www.puc.state.pa.us. Information about shopping for an electric supplier is available i) at www.papowerswitch.com or other successor media platforms as determined by the PUC; ii) by calling the PUC at (800) 692-7380; or iii) by visiting the Pennsylvania Office of Consumer Advocate website at www.oca.state.pa.us.

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Pennsylvania Public Utility Commission
1-888-PUC-FACT or 1-800-782-1110
www.puc.state.pa.us

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Information on energy generation sources, energy efficiency, and environmental impacts is available upon customer request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your EDC. Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.