

## Nittany Energy, LLC

### Pennsylvania Residential and Small Business Electric Generation Service PPL Electric Utilities Online Enrollment Disclosure Statement and Terms of Service

This is an agreement for electric generation service between Nittany Energy, LLC ("Nittany Energy") and you, for the service address or addresses set forth in the your online Enrollment. A Welcome Letter or Electric Service Agreement along with a Disclosure Statement will be sent to you via your contact preference method. Together, this Disclosure Statement, including the terms of service set forth therein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Nittany Energy ("Agreement"). You will be bound by all the provisions of the Agreement and as they may be amended from time to time. Nittany Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2015-2497819. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

#### Definitions

- Small Business Customer - A customer that receives electric service under a small commercial, small industrial or small business rate classification and who has a peak demand of less than 25 kilowatts during the most recent consecutive 12-month period.
- Electric Distribution Company (EDC) - The public utility providing facilities for the distribution of electricity to retail customers.
- Distribution Charge - Part of the basic service charges on every customer's bill for delivering electricity from the EDC to your residence or small business through the EDC's distribution system.
- Generation Charge - Basic service charges for generation supply to retail customers. This excludes charges for transmission or other charges related to electric service.
- Public Utility Commission (PUC) - the Pennsylvania Public Utility Commission.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.

#### Right of Rescission

You may rescind this Agreement at any time before midnight of the third business day after receiving the Disclosure Statement and Terms of Service. You may do this by either notifying us in writing at 1540 Martin Street, State College, PA 16803 or by calling us at (800) 252-3882 and informing us that you would like to rescind this Agreement.

#### Terms of Service

##### 1. Basic Service Prices.

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement.

*Fixed Rate Plan:* You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. This rate is only available to new customers.

##### 6 Month Rate:

Average Monthly Usage	500 kWh	1000 kWh	2000 kWh
Average Price per kWh based on usage with PPL Electric Utilities	\$0.07890	\$0.07890	\$0.07890

##### 12 Month Rate:

Average Monthly Usage	500 kWh	1000 kWh	2000 kWh
Average Price per kWh based on usage with PPL Electric Utilities	\$0.07690	\$0.07690	\$0.07690

##### 18 Month Rate:

Average Monthly Usage	500 kWh	1000 kWh	2000 kWh
Average Price per kWh based on usage with PPL Electric Utilities	\$0.07590	\$0.07590	\$0.07590

##### 24 Month Rate:

Average Monthly Usage	500 kWh	1000 kWh	2000 kWh
Average Price per kWh based on usage with PPL Electric Utilities	\$0.07390	\$0.07390	\$0.07390

The rate you pay Nittany Energy will include the Generation Charge, Transmission Charge, and estimated state taxes, including the gross receipts tax, for services provided under this Agreement. Your price does not include Distribution Charges or other EDC charges, applicable Pennsylvania sales tax or any local tax nor any other governmental or Independent System Operator charges. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as 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. If you are a tax-exempt entity, you must provide Nittany Energy with the necessary certificates and other documentation to qualify for such status.

**Variable Rate Plan:** Your price may fluctuate each month based on wholesale market conditions in PJM's service territory. The variable price your electric supply service each month will be calculated by multiplying the variable price of electricity per kilowatt hour (kWh) that month by the amount of electricity you use in the billing cycle plus any applicable fees, charges or taxes. There is no price ceiling on a variable rate.

THE PURPOSE OF THIS AGREEMENT IS TO AUTHORIZE NITTANY ENERGY TO SWITCH YOUR ELECTRIC GENERATION SERVICE AND YOU AUTHORIZE NITTANY ENERGY TO TAKE ALL ACTIONS NECESSARY TO ENROLL YOU WITH NITTANY ENERGY'S ELECTRIC GENERATION SERVICE.

**2. Billing.** Your EDC will continue to issue a monthly bill and the bill will include your Transmission Charge, Distribution Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Nittany Energy will use the same meter reading information from the EDC to derive your Generation Charges. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. You acknowledge and agree that the EDC may provide us with your billing and payment information. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. Nittany Energy does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or previous Electric Generation Supplier (an "EGS"). Supplying your electric service under this Agreement is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for EDC consolidated billing you must become eligible before we can serve you.

**3. Length of Agreement (Term).** The Term of this Agreement, including the start date and the expiration date, is as specified on your Welcome Letter or Electric Service Agreement (the "Term"). With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service address set forth in your Welcome Letter or Electric Service Agreement from Nittany Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. We are not responsible for EDC delays in processing your enrollment. As noted in the section entitled "Right of Rescission" above, you may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement and Terms of Service. Nittany Energy may cancel this Agreement in accordance with the provisions of the sections entitled "Termination Provisions" and "Agreement Expiration/Change in Terms." Nittany Energy may reformulate this Agreement in accordance with the notice provisions of the section entitled "Agreement Expiration/Change in Terms" by proposing new contract terms to you in the event any regional transmission organization or similar entity, any government entity or agency, court of law, or industry reliability organization requires a change to the terms of this Agreement, or imposes upon Nittany Energy new or additional charges or requirements relating to your electric supply under this Agreement which are otherwise not reimbursed to Nittany Energy.

**4. Penalties, Fees and Exceptions.** There is no fee for early termination of this Agreement. You may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

**5. IF YOU DEFAULT IN THE PROMPT PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT, YOU WILL BE LIABLE FOR ANY AND ALL FEES OR CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, INCURRED IN CONNECTION WITH THE COLLECTION OF DELINQUENT BALANCES. NITTANY ENERGY MAY USE THE SERVICES OF DEBT COLLECTION AGENCIES, CONSUMER REPORTING AGENCIES, AND OTHER REMEDIES AS ALLOWED BY LAW TO COLLECT ANY UNPAID BALANCES ON YOUR ACCOUNT.**

**6. Termination Provisions.** You may terminate this Agreement at any time by calling Nittany Energy at 800-252-3882. We are not responsible for EDC delays in processing the termination. You will be responsible for all payments due hereunder until the termination of electric generation service is completed. This Agreement may be terminated at the sole discretion of Nittany Energy in the event of:

**Non-Payment** – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

**Company-Initiated Cancellation** – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

**Customer-Initiated Cancellation** – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.

**Customer Move** – If you move from the address listed above, this agreement is cancelled. If this Agreement is canceled by you or Nittany Energy, expires, or is otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

**7. Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two (2) 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. The first notice will be provided 45 to 60 days prior to a Fixed Price Contract expiration date or the effective date of the proposed changes. You will receive this first notice electronically. The second notice will be provided to you at least 30 days prior to the contract expiration date or the effective date of the proposed changes. The second notice will always be provided to you via first-class U.S. mail. The second notice will include the options you can exercise before your contract term expires or your contract terms change. If you take no action in response to either notice, this agreement will convert to Nittany Energy's variable price plan. Rates in the variable price plan can change without notice. There are no cancellation fees associated with the variable price plan.

**8. Information Release and Authorization.** You designate Nittany Energy as your authorized agent and hereby authorize Nittany Energy to obtain credit history and other information from the credit reporting agencies and historical billing and other information from the EDC, including but not limited to account name, billing number, billing address, service address, telephone number, standard offer service type and characteristics of electricity service. Acceptance of this Agreement is an authorization for the release of the information to third parties that need to know such information in connection with your energy service and to Nittany Energy's affiliates and subcontractors. You also hereby authorize Nittany Energy to arrange transmission and other services for the purpose of serving your account. The authorizations contained in this section will remain in effect during the Term and any renewal term of this Agreement. You may rescind your authorization at any time by either calling or providing written notice thereof to Nittany Energy. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Agreement in the event these authorizations are rescinded.

**9. Dispute Procedures.** Contact us with any questions or disputes concerning our terms of service at 800-252-3882. You may call the PUC if you are not satisfied after discussing your terms with us. During a dispute, you must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute.

**10. Warranties.** NITTANY ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. YOU REPRESENT AND WARRANT THAT THE ELECTRICITY SUPPLY BEING PURCHASED UNDER THIS AGREEMENT IS TO BE USED SOLELY FOR RESIDENTIAL OR SMALL BUSINESS PURPOSES. NITTANY ENERGY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONDITIONED ON YOU PROVIDING COMPLETE AND ACCURATE INFORMATION AND ON YOU REMAINING AN EDC CUSTOMER THROUGHOUT THE TERM UNDER THE APPLICABLE RESIDENTIAL OR SMALL BUSINESS ELECTRIC RATE CLASS.

**11. Limitation of Liability; Jury Trial Waiver.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. You agree that neither Nittany Energy nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO-controlled electricity grid. NITTANY ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. SUCH DIRECT ACTUAL DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. BOTH YOU AND NITTANY ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

## **12. Miscellaneous**

**a.** If Nittany Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Nittany Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other EGSs, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

**b.** Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Nittany Energy and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

**c.** This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

**d.** This Disclosure Statement and Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Nittany Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Nittany Energy concerning the subject matter of the Agreement.

**e.** You may not assign this Agreement or your obligations under this Agreement without Nittany Energy's prior written consent. NITTANY ENERGY MAY ASSIGN, SUBCONTRACT OR DELEGATE THIS AGREEMENT, TOGETHER WITH ALL RIGHTS AND OBLIGATIONS HEREUNDER, TO (I) NITTANY ENERGY'S ELECTRICITY SUPPLIER, OR SUCH SUPPLIER'S DESIGNEE, (II) AN AFFILIATE OF NITTANY ENERGY OR TO ANY OTHER LICENSED ELECTRIC GENERATION SUPPLIER SUCCEEDING TO ALL OR SUBSTANTIALLY ALL OF NITTANY ENERGY'S ASSETS ON THE SAME TERMS OF SERVICE AS PROVIDED UNDER THIS AGREEMENT, UPON 30 DAYS ADVANCE WRITTEN NOTICE TO YOU.

f. Any failure by Nittany Energy to enforce any term or condition of your electric generation service agreement or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

g. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

h. The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement.

**13. Contact Information.** Information regarding Nittany Energy's generation energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request. Residential customers and small business customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes. Pricing information for the past 24-months can be obtained by contacting Nittany Energy at the address and phone number below. Historical pricing is not indicative of present or future pricing. Please contact us to provide all notices under this Agreement and to resolve any disputes regarding this Agreement. For emergencies relating to your service, such as a power outage, or for information about Universal Service Programs, please call your EDC at the numbers listed below. If your EDC changes, the new EDC will notify you of the change and provide you with its name, address, telephone number and internet address (if available).

Electric Generation Supplier: NITTANY ENERGY, LLC  
1540 Martin Street  
State College, PA 16803  
800-252-3882  
A-2015-2497819  
[www.NittanyEnergy.com](http://www.NittanyEnergy.com)  
[NittanyEnergy@NittanyOil.com](mailto:NittanyEnergy@NittanyOil.com)  
8am-4:30pm Monday through Friday

Electric Distribution Company &  
Provider of Last Resort

**PPL Electric Utilities**  
1925 Greenwood St  
Harrisburg, PA 17104  
800-342-5775  
[www.pplelectric.com](http://www.pplelectric.com)

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1925 Greenwood St  
Harrisburg, PA 17104  
800-342-5775  
[www.pplelectric.com](http://www.pplelectric.com)

**In case of an outage, call:**

**800-342-5775**

**PPL Electric Utilities**

Public Utility Commission:

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

Utility Choice Hotline:

1-800-692-7380

Low Income Assistance Programs. The Low-Income Home Energy Assistance Program (LIHEAP) offers help if you're struggling to pay your home heating bills. LIHEAP is a federally run low income assistance program. The program provides cash grants to help families with heating bills and crisis grants to help families that are at risk of losing their power or coping with heating emergencies, like equipment breakdowns. For more information about the program, call your county agency or the LIHEAP hotline at 1-866-857-7095 from 8 a.m. to 5 p.m. Monday through Friday.

Universal Service Program. Your EDC may have programs available to customers who are on a fixed income to assist them with utility bills. Information on your EDC's Universal Service Program can be obtained by contacting your EDC at the number below:

Duquesne Light Company:	1-888-393-7600
Met Ed and Penelec:	1-800-962-4848
PECO:	1-800-774-7040
Penn Power:	1-800-774-1674
UGI:	1-800-340-5394
Wellsboro:	1-570-724-4051
West Penn:	1-800-207-1250