

## Fixed Price Product from PPL EnergyPlus: Customer Terms and Conditions

**1. Agreement to Purchase Electric Generation Service.** This Agreement is for electricity generation and transmission service supplied to you by PPL EnergyPlus, LLC.

**2. Background.** PPL EnergyPlus is licensed by the Pennsylvania Public Utility Commission ("Commission") as an Electric Generation Supplier to offer and supply electric generation services in Pennsylvania. PPL EnergyPlus' license number is A-110098.

- PPL EnergyPlus sets the Electric Generation Service Charge that you pay. The Commission regulates electric distribution prices and services. The Federal Energy Regulatory Commission regulates electric transmission prices and services.
- You will receive a single bill from your EDC that will contain the EDC's charges and our charges.

**3. Right of Rescission:** You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement by calling PPL EnergyPlus at 1-888-289-7693, writing PPL EnergyPlus Customer Care at 344 S Poplar St, Hazleton, PA, 18201, or emailing PPL EnergyPlus at pplepluscustomersupport@pplweb.com, and including a statement requesting rescission with your name, address, phone number, and account number.

**4. Definitions.**  
*Agreement:* These terms and conditions represent your entire Agreement with PPL EnergyPlus.  
*EDC:* Electric Distribution Company. Your EDC is Duquesne Light. They own the power lines and equipment used to deliver purchased energy to you.  
*Generation Service Charge:* Part of the Basic Service Charge. This covers the generation (production) of electricity. 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 is included in the price that PPL EnergyPlus charges you, as described below in Section 6.  
*Initial Term:* The time period during which you will receive a fixed price.  
*kWh:* kilowatt hour. The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.  
*Transmission Charges:* Part of the Basic Service Charge. This covers the cost of moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. This is included in the price PPL EnergyPlus charges you, as described below in Section 6.

**5. Terms of Service.** PPL EnergyPlus' electricity supply service includes all electricity generation charges, transmission charges and gross receipts taxes at the price indicated in this Agreement. These prices apply 24 hours a day. Under this Agreement, your electricity supply service will begin on your next applicable meter read and extends for the term specified in this Agreement ("Initial Term"). You must maintain service with your EDC in order for electricity to be distributed to you. If you fail to make payments to your EDC, they can terminate your service.

Under this Agreement, you authorize PPL EnergyPlus to obtain information from the EDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings and characteristics of electricity service.

**6. Basic Service Prices.** The price you will pay for your generation service for the Initial Term of this Agreement is stated in the box below. This price includes fully bundled generation charges, transmission charges and estimated total state taxes including gross receipts tax, but excluding applicable state and local sales tax.

**7. Length of Agreement.** This Agreement will start on your next applicable meter read after your enrollment has been accepted by your EDC and the Initial Term will conclude with your meter read date reflected in the box below. At the conclusion of the Initial Term, this Agreement will continue pursuant to Section 9 until the account is canceled in a manner consistent with Section 11 below. Should you now or in the future generate your own electricity, we will either purchase it or terminate this contract, at our sole option.

**8. Penalties, Fees and Exceptions.** Payment for all charges will be due according to your EDC's billing schedule and policies. You authorize PPL EnergyPlus to access your billing and payment information for periods when charges under this Agreement appear on your EDC bills. Late payments will

be subject to a late payment charge of 1.5% per month. You will be liable for all costs associated with the collection of outstanding balances, including legal fees. PPL EnergyPlus reserves the right to change its billing methods. Customers enrolled in the EDC's budget bill plan will continue to receive budget bills.

**9. Renewal Provision/Agreement Expiration/Change in Terms.** If you have a fixed term Agreement with us and it is approaching the end date, or if we propose to change our terms of service, we will send advance notice as required by the Commission in our bills, in separate mailings, or via email if Customer agrees, between 45 and 90 days before either the end date or the effective date of the changes. We will explain your options in the advance notice.

**10. Change of Residence.** If you move, you may cancel your generation service by contacting PPL EnergyPlus in writing at least 45 days before the change of residence. A final meter reading will be made at your old address and your account will be closed and finalized with your EDC and with PPL EnergyPlus. You may have the option of signing a new Agreement with PPL EnergyPlus at your new residence.

### 11. Cancellation.

a. **Your Right to Cancel.** You may cancel this Agreement prior to the end of the Initial Term at any time by notifying PPL EnergyPlus in writing, or by calling 1-888-289-7693, no later than 30 days prior to your requested end date. If you cancel this Agreement, your service with PPL EnergyPlus will end on the next applicable meter read date after we process your cancellation request. You may be assessed a term cancellation fee as described in the box below. Upon cancellation, you will have the option of returning to your EDC service or choosing another Electric Generation Supplier.

b. **PPL EnergyPlus' Right to Cancel.** PPL EnergyPlus may cancel this Agreement on 25 days advance written notice as a result of the following: (1) nonpayment by you; (2) changes in any legislation, regulation or EDC tariff that adversely affect this Agreement; or (3) Acts of God. The effective cancellation date will occur on the next applicable meter read date, and upon cancellation you will be returned to the EDC's service. If PPL EnergyPlus cancels this Agreement, you must pay all charges owed through the date you return to EDC service, or are switched to another Electric Generation Supplier.

c. **Your EDC's Right to Cancel.** If your electric service is terminated by your electric distribution company, then this agreement is canceled 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. The EDC may also disconnect your electric service immediately and without notice in certain urgent situations. This Agreement is automatically canceled if the EDC returns you to EDC generation and transmission service.

**12. Disputes.** You should contact PPL EnergyPlus regarding any dispute related to this Agreement. PPL EnergyPlus will attempt to resolve the dispute in an efficient, fair, and timely manner. If you are not satisfied after discussing your terms of service with PPL EnergyPlus, you may contact the Public Utility Commission. The contact information for PPL EnergyPlus and the Public Utility Commission is set forth in Section 13 below.

### 13. Contact Information.

#### a. PPL EnergyPlus, LLC

2 N. 9<sup>th</sup> Street, Allentown, PA 18101, 1-888-289-7693 M-F 8:00am to 7:00pm

#### b. Your EDC (in case of emergency, including electrical outage)

Duquesne Light, 411 Seventh Avenue, Pittsburgh, PA 15219, 1-888-393-7000

#### c. The Pennsylvania Public Utility Commission

P.O. Box 3265, Harrisburg, PA 17105-3265, Choice Hotline No. 1-800-692-7380

**14. Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED ASSOCIATED WITH THIS OFFER OR THE ELECTRICITY SOLD UNDER THIS AGREEMENT. PPL EnergyPlus has no liability to you for consequential, punitive, incidental, special or other indirect damages. This Agreement does not benefit third parties.

No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

**15. Assignment.** PPL EnergyPlus may assign its rights to another, including any successor, in accordance with the rules and regulations of the Commission.

Your price: 6.15¢ per kWh			
Your Term Cancellation Fee: \$0			
Your Initial Term Duration: Through your meter read that includes May 31, 2014			
<b>Customers who use:</b>	<b>500 kWh of electricity</b>	<b>1,000 kWh of electricity</b>	<b>2,000 kWh of electricity</b>
With the PPL EnergyPlus fixed price offer you will pay:	6.15¢ per kWh	6.15¢ per kWh	6.15¢ per kWh

PPL EnergyPlus, LLC is an unregulated subsidiary of PPL Corporation. PPL EnergyPlus, LLC is not the same company as PPL Electric Utilities Corporation, the electric distribution company. The prices of PPL EnergyPlus, LLC are not regulated by the Pennsylvania Public Utility Commission, and you do not have to buy electricity or other products from PPL EnergyPlus, LLC in order to receive the same quality regulated services from PPL Electric Utilities Corporation.