

## **Exhibit 1**

### **CAP Standard Offer Program Binding Participation Form**

To be included in PPL Electric Utilities Corporation's ("PPL Electric") CAP Standard Offer Program, \_\_\_\_\_ ("CAP Standard Offer EGS Participant") agrees to be bound by the terms set forth below.

The Standard Offer EGS Participant hereby agrees that:

- (1) It acknowledges, understands and will abide by the rules set forth in the CAP Standard Offer Program (SOP) Process and Rules document;
- (2) it is obligated to pay a fee per customer referred, as incurred by PPL Electric Utilities from the third party provider, within 20 business days of being invoiced. The fee for this program period is \$0;
- (3) it will issue an EDI 814 enrollment upon notification from PPL Electric of a customer being assigned to it. The EDI enrollment will be processed by the CAP Standard Offer EGS Participant no later than 3 business days after the rescission period for enrollment;
- (4) it must accept all CAP Standard Offer Customers who elect to participate and are assigned to it under the CAP Standard Offer Program;
- (5) it must accept customers enrolled in the CAP Standard Offer Program and implement a new SOP rate code. If the Customer was previously enrolled with the CAP Standard Offer EGS Participant under a different quarterly rate code assignment, the CAP Standard Offer EGS Participant must send an EDI 814 rate code change transaction no later than 3 business days after the rescission period for enrollment or change;
- (6) once notification is received that a CAP Standard Offer Customer is enrolled, the CAP Standard Offer EGS Participant will send notification to such CAP Standard Offer Customer and include the following terms as part of its disclaimer:
  - a. the terms and conditions of the program;
  - b. the CAP Standard Offer price, herein described below, to all its designated CAP Standard Offer Customers for a term of twelve (12) billing cycles;
  - c. notification that there is no early termination penalty to any CAP Standard Offer Customer who leaves the Program at any time during the twelve (12) billing cycles;
  - d. any additional terms or conditions as set forth in Chapter 54 of the Pennsylvania State Code;
- (7) The CAP Standard Offer Customer's price must reflect a 7% discount to PPL Electric's Price to Compare (PTC) in effect at the time the CAP Standard Offer Customer elects service under the Program. This price will be maintained for all 12

billing cycles the for which the CAP Standard Offer Customer participates in the program; and,

- (8) In accordance with the provisions of 52 Pennsylvania Code Chapter 54, prior to the termination of the contract with a CAP Standard Offer Customer under this program, the CAP Standard Offer EGS Participant will notify the CAP Standard Offer Customer regarding the conclusion of the contract, and its offer concerning the terms and conditions for continuation of service.

The CAP Standard Offer EGS Participant warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to CAP Standard Offer Customers, and expressly absolves PPL Electric from any and all liability for CAP Standard Offer EGS Participant's failure to perform and/ or its default with respect to such responsibilities and service.

The PPL Electric warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to CAP Standard Offer Customers, and expressly absolves CAP Standard Offer EGS Participant from any and all liability for PPL Electric's failure to perform and/ or its default with respect to such responsibilities and service.

Participation in this Program shall constitute an Agreement by CAP Standard Offer EGS Participants to abide by the terms and conditions of the Program as set forth herein. In the event of a material default by CAP Standard Offer EGS Participant in any of its obligations under this Program, PPL Electric shall have the right to provide written notice of the default to CAP Standard Offer EGS Participant, directed to the Contact listed in Exhibit 2. If CAP Standard Offer EGS Participant does not cure the default within 10 business days from the date of the written notice, PPL Electric shall have the right to terminate CAP Standard Offer EGS Participant from further participation in the Program. PPL Electric also may seek whatever remedies to which it may be entitled before the Commission, in a court of law or otherwise, including reasonable attorneys' fees. Any court action shall be litigated in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

The CAP Standard Offer EGS Participant acknowledges that if PPL Electric Utilities is not able to confirm that the CAP Standard Offer EGS Participant is licensed by the PUC, approved to participate in PPL Electric's service territory, is registered as an EGS at PJM, and has passed EDI "Rate Ready Billing" certification for the PPL Electric service territory as of the Submission Due Date, the CAP Standard Offer EGS Participant will not be qualified to participate in the CAP Standard Offer Program and will be excluded from the Program until such time as all deficiencies have been rectified. Furthermore, it is of the responsibility of the CAP Standard Offer EGS Participant to cure such deficiencies.

The CAP Standard Offer EGS Participant need only execute and submit this Form to PPL Electric once, unless the Binding Agreement terms are updated by PPL. However, in order to be a  
PPL Electric Utilities Corporation  
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participant during each PTC Quarter, it must utilize distinct Rate Codes for each PTC Quarter through the PPL Electric System and notify the Company via e-mail of its intent to participate per Article 4 of the SOP Rules. Any EGS failing to notify the Company of its intent to participate in the Program will be excluded from that quarter's SOP offering.

The submission of this Form to PPL Electric shall constitute the CAP Standard Offer EGS Participant's acknowledgment and acceptance of all the terms, conditions and requirements of this Standard Offer Program.

The undersigned represents and warrants that he/she has the authority to act on behalf of, and to bind, the CAP Standard Offer EGS Participant to perform the terms and conditions and otherwise comply with all obligations stated herein.

Signature of Authorized Individual: \_\_\_\_\_

Name of Authorized Individual (*print*): \_\_\_\_\_

Title of Authorized Individual (*print*): \_\_\_\_\_

Date Signed: \_\_\_\_\_

As part of your submission to participate in the CAP Standard Offer Program, please send one (1) original of this Form to:

PPL Electric Utilities Corporation  
Standard Offer Program  
827 Hausman Road, LEHSC  
Allentown, PA 18104  
Attn: Revenue Assurance

**EXHIBIT 2**  
**CAP Standard Offer Program Contact Form**

Please provide contact information for purposes of the CAP SOP (*items with an \* are required*):

Company:\* \_\_\_\_\_

Contact Name:\* \_\_\_\_\_

Contact Title:\* \_\_\_\_\_

Address:

Street 1\* \_\_\_\_\_

Street 2 \_\_\_\_\_

City\* \_\_\_\_\_

State\* \_\_\_\_\_

Zip Code\* \_\_\_\_\_

Phone Number:\* \_\_\_\_\_

E-mail Address:\* \_\_\_\_\_

Fax (Optional):  
\_\_\_\_\_