

TERM	RETAIL NATURAL GAS SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL	OTHER
monthly billing cycle(s), estimated to begin on your meter read date through your meter read date ("Term").	<b>\$6.3900</b> per Mcf for Retail Natural Gas Service. Price excludes taxes, Distribution Service charges and other non- bypassable NGDC charges and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Unless AEP Energy renews your Agreement with advance written notice, your Agreement will automatically continue on a month-to-month basis until terminated either by you or us, and you will pay a variable price per Ccf or Mcf (and AEP Energy can renew your Agreement without your affirmative consent even with this change in the rate). You will not be subject to a cancellation fee while taking service on either a renewal or month-to-month basis. See "Contract Renewal" section for details.	N/A

TERMS AND CONDITIONS. These Terms and Conditions (this "Agreement") are your agreement with AEP Energy, Inc. ("AEP Energy") for Retail Natural Gas Service. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply the commodity portion of your natural gas service in Ohio. As a Competitive Retail Natural Gas Service ("CRNGS") provider, AEP Energy will supply the commodity portion of your natural gas service to the interconnection (the "Delivery Point") of your gas utility, which will continue to be your Natural Gas Distribution Company ("NGDC") and will deliver the natural gas to you. Your NGDC also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we," "us," and "our" refer to AEP Energy, and the words "you", "your", and "I" refer to the customer.

**CERTAIN DEFINITIONS.** "Competitive Retail Natural Gas Service Provider" or "CRNGS provider" means an entity that sells commodity natural gas to retail customers in Ohio. "Retail Natural Gas Service" means the sale of commodity natural gas to retail customers. "Non-bypassable utility charges and fees" means those NGDC charges and fees payable by you regardless of whether the NGDC or a CRNGS provider provides Retail Natural Gas Service. "Distribution Service" means the physical delivery of natural gas to customers by the NGDC. "Billing Cycle" means, with respect to a customer account, the monthly period between meter read dates during the Term.

**RIGHT OF RESCISSION.** Once you have been enrolled to receive Retail Natural Gas Service from AEP Energy, your NGDC will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) business days following the postmark date of the confirmation letter by contacting your NGDC orally or in writing and following the instructions contained in the letter. This right of rescission only applies when you initially switch to AEP Energy and not upon renewal. Your NGDC will not send a confirmation notice upon any renewal of this Agreement.

**OTHER IMPORTANT DISCLOSURES.** In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping

website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. <u>I affirm my agreement that AEP Energy</u> and entities calling on AEP Energy's behalf may make calls to the number(s) I have provided, or will provide during the term of this Agreement, regarding my account, including about amounts due. Price Comparison Qualification: Please be advised that the NGDC's standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the NGDC's standard offer service rates during the Term or the term of any renewals of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term or the term of any renewal is being provided.

**1. Eligibility.** Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) are eligible for this offer from AEP Energy. AEP Energy will refuse enrollment to any customer who is not current on their utility charges and fees, unless the customer has entered into a plan with their NGDC to discharge any arrearages owed to the NGDC.

2. Price. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the initial "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Retail Natural Gas Service Charges" for each one hundred cubic feet ("Ccf") or all one thousand cubic feet ("Mcf") (as may be applicable) of all applicable Retail Natural Gas Service metered by the NGDC. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the NGDC. In addition to AEP Energy's charges, you will be charged by your NGDC for Distribution Service and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. Note that if, due to a change in market conditions, we wish to lower the price per Ccf or Mcf charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or

process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy may propose new contract terms that pass through to you any such Additional Costs. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO. AEP Energy reserves the right to terminate this Agreement if it proposes new contract terms to recover its Additional Costs in response to a Change in Law and you do not affirmatively consent to those new terms.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the start of service date determined by the NGDC, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) business day rescission period; (b) the acceptance of your enrollment request by AEP Energy (at its discretion and consistent with the "Your Consent and Information Release Authorization" section below); and (c) acceptance of your enrollment by your NGDC, and will continue for the Term (as listed in the table above), unless otherwise terminated or renewed, ending on the date your NGDC effectuates your switch back to NGDC standard offer service or to another CRNGS provider. However, your service from AEP Energy may continue in accordance with the "Contract Renewal" section of this Agreement. Your meter read date and the date of initiation of service are determined by your NGDC; therefore, we are not liable for any resulting delay in commencement of your service.

**4. Billing.** You will continue to receive a single bill, typically on a monthly basis, from your NGDC that will contain both your NGDC and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). Your NGDC's normal billing standards apply, including budget billing. You will be responsible for payment of the utility consolidated bill in accordance with applicable NGDC billing rules and procedures. Failure by you to pay your NGDC bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your NGDC's tariff and the termination of your contract with AEP

Energy. You will remain responsible to pay AEP Energy for any commodity natural gas supply used before this Agreement is terminated as well as any late payment charges.

**5. Switching Fees.** AEP Energy will pay any currently-charged switching fee charged by your NGDC pursuant to its PUCO-approved tariff.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to NGDC. vour This Agreement automatically terminates, without penalty, if the location for which you have requested service is not served by the NGDC, or if you move outside the NGDC's service territory or to an area not served by AEP Energy. You may terminate this Agreement without penalty if you relocate inside the NGDC's service territory and the NGDC does not have contract portability. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. You will remain responsible to pay AEP Energy for any commodity natural gas supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). Should you cancel commodity natural gas service with AEP Energy and switch your service to another supplier or back to your NGDC, an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price for your service other than the standard rate that applies to other NGDC customers.

7. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the NGDC that includes, but is not limited to: your billing history, payment history, historical and expected natural gas usage, meter-readings, characteristics of natural gas service, address, telephone number, and account number(s), for purposes of operation, maintenance, assignment, and transfer of your account. AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request.

**8. Contract Renewal.** Upon expiration of the initial Term and unless AEP Energy renews for a set term in accordance with this section below, **this** 

Agreement may automatically renew on a month-to-month basis, until terminated either by you or us, at a variable price per Ccf or Mcf, based upon the Henry Hub natural gas futures contract settlement price for the relevant period, as determined by the NGDC (as published by the New York Mercantile Exchange (NYMEX)), plus an adder of up to \$5.00 per Mcf or \$0.500 per Ccf for Retail Natural Gas Service.

## AEP ENERGY CAN RENEW THIS AGREEMENT WITHOUT YOUR AFFIRMATIVE CONSENT EVEN WITH THIS CHANGE IN THE RATE.

No cancellation fee will apply during any renewal Term, either during a set term renewal or on a month-to-month basis. You may obtain next month's Variable price by calling an AEP Energy Service Representative at the toll-free telephone number set forth in the "Contact Information and Notices" section. Pricing is generally available on the fifteenth (15th) business day of each month for the next billing cycle. At any time after the initial Term during a month-to-month renewal, you may contact AEP Energy to enroll in a then-current plan.

Notwithstanding the preceding sentences, if AEP Energy chooses to renew this Agreement for a set term and price, then AEP Energy will send advance written notice not less than forty-five (45) calendar days prior to the end of the initial Term, and this Agreement shall be automatically renewed for the renewal term with the revised terms and conditions by AEP Energy without your affirmative consent even with this change in the rate and other terms and conditions, unless you notify AEP Energy in writing rejecting the renewal term on such terms and conditions no later than five (5) business days after receipt of such notice. Pricing excludes taxes, Distribution Service charges and other Non-bypassable utility charges and fees. By providing AEP Energy your email address, you agree to receive notices from AEP Energy, including notices for contract renewal and changes to terms and conditions electronically, where permitted under applicable law. This Agreement will terminate, and your customer account will return to the NGDC, without penalty or prejudice to either Party, upon the occurrence of any of the following: (1) in its sole discretion, AEP Energy chooses not to renew or convert this Agreement; or (2) at any time and at such Party's option, either you or AEP Energy elect to terminate a renewal or month-to-month term contract under this Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-866-258-3782 (toll-free) M-F 8 AM - 7 PM & Sa 9 AM - 1 PM, ET or in writing at AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. Our web address is AEPenergy.com/contact-us If your complaint is not resolved after you have called AEP Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight five weekdays a.m. to p.m. or at http://www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at http://www.pickocc.org.

**10. CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL.** Both you and AEP Energy agree that all actions, suits and/or proceedings arising out of, related to, or in connection with this Agreement shall be brought in the plaintiff's or claimant's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY (INCLUDING ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AND ASSIGNS) AS Α REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER. THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (B) THE PARTY WHO INITIATES THE PROCEEDING OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO. YOU AND AEP ENERGY BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This section shall survive termination of the Agreement.

11. Warranty and Force Majeure. AEP Energy warrants title to all commodity natural gas sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE, AND AEP EXPRESSLY ENERGY DISCLAIMS 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 PURPOSE OR USAGE OF AEP Energy will make commercially TRADE. reasonable efforts to provide your commodity natural gas service, but does not guarantee a continuous supply of natural gas. AEP Energy will not be responsible for any failure to commence or terminate Retail Natural Gas Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws,

regulations or other acts of any rules or governmental authority (including the PUCO), labor troubles, accidents, strikes, required maintenance work, inability to access the NGDC's system, nonperformance by the NGDC or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

12. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND ALL REMEDY, AND EXCLUSIVE **OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY** ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, **EXEMPLARY OR INDIRECT DAMAGES, WHETHER** IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE. IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT **REGARD TO CAUSE, INCLUDING NEGLIGENCE** OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE **TERMINATION**, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF AGREEMENT; PROVIDED NO THIS SUCH APPLY TO LIMITATION SHALL DAMAGES **RESULTING FROM THE WILLFUL MISCONDUCT** OF ANY PARTY. AEP ENERGY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EOUAL TO THE CHARGES **ON YOUR SINGLE LARGEST MONTHLY INVOICE** SERVICE FOR GENERATION DURING THE TWELVE MONTHS THE (12)PRECEDING **APPLICABLE CLAIM.** 

**13. Your Liability and Indemnification of AEP Energy.** You assume full responsibility for commodity natural gas supplied to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your residential premises, arising out of or related to the natural gas supplied to you and/or your performance under this Agreement.

**14. Assignment and Severability.** You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. AEP Energy may, upon prior written notice but without your consent, assign this Agreement to another CRNGS provider, including any successor, in accordance with the rules and regulations of the PUCO. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

15. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any court action arising out of this Agreement shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

16. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. AEP Energy may not disclose your customer account number or any customer information for any purpose other than for operation, maintenance, assignment, and transfer of your account, or for performing collection and credit reporting activities, and may not disclose or use your social security number for any purpose other than to perform a credit check, without your express written or electronic authorization. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the NGDC: operation and maintenance of the NGDC's system, any interruption of service, termination of service, or deterioration of the NGDC's service. In the event of a loss of service, you should contact your NGDC. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). Consistent with the applicable PUCO rules, any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. By entering this Agreement, you represent and agree that the account served by AEP Energy under this Agreement is a residential account, in the NGDC's service territory, and you are not an existing AEP Energy customer. AEP Energy reserves the right, at any time, to not enroll service to customer locations that do not meet the preceding criteria, including those that consume more than 5,000 Ccf or 500 Mcf per year, and return you to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. This limitation applies to related accounts that individually may not exceed the 5,000 Ccf or 500 Mcf per year limit, but collectively may exceed such limit. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.

**17. Contact Information and Notices.** AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information,

call 1-866-258-3782 M-F 8 AM – 7 PM & Sa 9 AM - 1 PM, ET or visit <u>AEPenergy.com/contact-us</u>. You agree and authorize that AEP Energy and/or its third-party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

Utility	Customer Service Phone Number
Columbia Gas of Ohio, Inc.	1-800-344-4077
Dominion Energy	1-800-362-7557
Duke Energy Corporation	1-800-774-1202 (Commercial) 1-800-544-6900 (Residential)
Vectren Corporation	1-800-227-1376