



TERM	RETAIL NATURAL GAS SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the September 2022 meter read date (“Term”).	Fixed Supply Price of \$3.440 per Mcf. Price is for Retail Natural Gas Service. Price excludes taxes, utility Distribution Service charges and other Non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See <b>Section 6</b> for details.	Your Agreement will terminate after the Term. See <b>Section 8</b> for details.

**TERMS AND CONDITIONS:** These Terms and Conditions (this “Agreement”) are your agreement for Retail Natural Gas Service with AEP Energy, Inc. (“AEP Energy”). Please keep a copy of this Agreement for your records. 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 natural gas distribution company (“NGDC”) based on your usage. Your gas utility will continue to be your NGDC. All of the commodity portion of your natural gas service will be supplied and delivered under your community’s natural gas aggregation program (the “Program”), which is governed by the Government Aggregation Master Retail Natural Gas Supply Agreement between the relevant government aggregator and AEP Energy (the “Program Agreement”). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program “opt-out” election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent “opt-out” process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under “Right of Rescission”). Your NGDC then distributes or delivers the natural gas to you. Your Distribution Service will remain with your current NGDC, which is regulated by the PUCO. 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” and “your” 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 at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

**OTHER IMPORTANT DISCLOSURES:** In the event a third party was involved in this Agreement, including, without limitation, a consultant or agent or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a consulting or agent fee. **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 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 is being provided.

**1. Eligibility.** Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential utility rates and small commercial customers with annual consumption less than 5,000 Ccf or 500 Mcf per year that are not enrolled in the Percentage of Income Plan Program (PIPP) are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer that is not current on their Non-bypassable utility charges and fees.

**2. Price.** Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the “Term” (as listed in the table above), you agree to pay AEP Energy a price for the commodity portion of your natural gas service as stated in the table above under “Retail Natural Gas Service Charges” for all 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 NGDC charges and fees. 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 that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment, decree, or other event, including any change in any formula rate

calculation, or any change in any interpretation or application of any of the foregoing, by a governmental authority, NGDC, or other regulated service provider (a "Change in Law"), and 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 will provide written notice requesting your affirmative consent and agreement, describing the Additional Costs, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement, at AEP Energy's option, either may (1) continue at the existing price and existing terms and conditions of this Agreement, or (2) automatically terminate without penalty, cancellation fee or further obligation (but you will remain responsible to pay AEP Energy for any natural gas supply used before this Agreement is terminated, as well as any late fees (if applicable)). Any such automatic termination will be effective on the next available drop date as established by the NGDC. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO.

**3. Term (Length of Agreement).** Your service from AEP Energy will begin on the start of service date outlined in the Program Agreement and when officially accepted 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 and (b) acceptance of your enrollment by your NGDC, and will continue for the Term (as listed in the table above), unless otherwise terminated, ending on the date your NGDC effectuates your switch back to NGDC standard offer service or to another CRNGS provider. Your meter read date and the date of initiation of service are determined by your NGDC. AEP Energy will make all reasonable efforts to enroll your account at the start date outlined in the Program Agreement. This contract does not automatically renew.

**4. Billing.** Unless AEP Energy notifies you otherwise, 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. Upon termination you will be returned to your NGDC's applicable tariff service or you may switch to another CRNGS provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for the commodity portion of your natural gas service and may also contain applicable taxes and all of the NGDC's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy.

**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.** After the rescission period, this Agreement automatically terminates, without penalty, if the location for which you have requested service is not served by the NGDC, if you move outside the NGDC's service territory or to an area not served by AEP Energy, if you relocate inside the NGDC's service territory and the NGDC does not have contract portability, or the Term expires. 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 consumption, meter-readings, characteristics of natural gas service, address, telephone number, and account number(s).

**8. Contract Expiration.** At the end of its Term, this Agreement will expire. As prescribed by the PUCO, at least every two (2) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your natural gas supply upon the expiration of this Agreement.

**9. Dispute Procedures.** Contact AEP Energy with any questions concerning the terms of service, billing, disputes, and complaints by phone at 1-877-726-0214 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is [AEPenergy.com/help](http://AEPenergy.com/help). If your complaint is not resolved after you have called AEP Energy and/or your NGDC, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at [www.PUCO.ohio.gov](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. 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 ENERGY EXPRESSLY 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 TRADE. AEP Energy will make commercially 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, rules or regulations or other acts of any governmental authority (including the PUCO), accidents, strikes, labor troubles, 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.

**11. 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 EXCLUSIVE REMEDY, AND ALL 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 THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.**

**12. 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, 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 premise(s), arising out of or related to the natural gas supplied to you and/or your performance under this Agreement.

**13. Assignment.** 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 licensed CRNGS provider, including any successor, in accordance with the rules and regulations of the PUCO.

**14. Choice of Law; Severability.** 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 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. Miscellaneous.** You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. 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. AEP Energy reserves the right to re-price any account(s) or return you to the NGDC if your utility rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any 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. AEP Energy reserves the right, at any time, to not enroll Customer locations that consume more than 5,000 Ccf or 500 Mcf per year. 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 natural gas 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.**

**16. Contact Information; Notices.** AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit [AEPenergy.com/help](http://AEPenergy.com/help). 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