



SFE Energy Ohio, Inc.  
P.O. Box 967, Buffalo, NY 14240-0967  
Customer Service: 1-866-255-3844 cs@sfeenergy.com  
PUCO Gas Certificate # 16-498G(3) | PUCO Electric Certificate # 16-1047E(3)

### Large Commercial Natural Gas & Electricity Supply Agreements

#### CUSTOMER INFORMATION

COH012, COV002

These Agreements are for competitive retail natural gas service ("Natural Gas") and/or competitive retail electric service ("Electricity") between SFE Energy Ohio, Inc. ("SFE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): \_\_\_\_\_

Mr.  Ms.  Mrs. Contact First Name: \_\_\_\_\_ Contact Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

By providing my email address above, I agree to receive notifications and information from SFE Energy and its affiliates.

Service Address: \_\_\_\_\_  
Street Address

City: \_\_\_\_\_ State: OH Zip: \_\_\_\_\_

Billing Address (if different from Service Address): \_\_\_\_\_  
Street Address

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

ELECTRICITY	
<input type="radio"/> American Electric Power (AEP)	<input type="radio"/> Dayton Power & Light
<input type="radio"/> The Illuminating Company	<input type="radio"/> Ohio Edison
<input type="radio"/> Duke Energy	<input type="radio"/> Toledo Edison
<input type="checkbox"/> Fixed Price: _____ month(s) at \$ _____ / kWh	Tax Exempt <input type="checkbox"/> Yes Form Attached?
<input type="checkbox"/> Variable Month to Month Price per kWh (price will vary monthly)	
(Offer is valid until _____ MONTH, _____ DAY, _____ YEAR; Time _____)	
Estimated Annual Usage _____	Requested Supply Date _____
Electricity Account # / Service Delivery Identifier / Customer Number / Choice Service ID _____	
Schedule A Attached <input type="checkbox"/> Yes	Number of Locations: _____

NATURAL GAS	
<input type="radio"/> Columbia Gas	<input type="radio"/> Dominion Energy Ohio
<input type="radio"/> Duke Energy	<input type="radio"/> Vectren
<input type="checkbox"/> Fixed Price _____ month(s) at \$ _____ / ccf/Mcf	Tax Exempt <input type="checkbox"/> Yes Form Attached?
<input type="checkbox"/> Variable Month ot Month Price per ccf/Mcf (price will vary monthly)	
(Offer is valid until _____ MONTH, _____ DAY, _____ YEAR; Time _____)	
Estimated Annual Usage _____	Requested Supply Date _____
Gas Account # / Service Delivery Identifier / Customer Number / Choice Service ID _____	
Schedule A Attached <input type="checkbox"/> Yes	Number of Locations: _____

**Agreement(s) Details:** SFE sets the prices ("Price") that the Applicant pays for the Natural Gas and/or Electricity program ("Program") (see Terms and Conditions for further details). The Applicant will buy their Natural Gas and/or Electricity for the above Service Address and/or the Service Address(es) as outlined in the Schedule A from SFE beginning on a date set by the Applicant's Natural Gas Company/Electric Distribution Utility ("NGC/EDU") and will continue for the term selected above ("Term"). SFE may renew (includes automatic renewal) one or both of the Agreement(s) at the end of the Term. Please refer to Section 9 of the Terms and Conditions for details.

**APPLICANT AWARENESS:** The Applicant is the account holder and/or the Contact and is authorized to make account decisions. By choosing SFE as their natural gas and/or electricity supplier, retail natural gas supplier and/or certified electric services company, the NGC/EDU will continue to deliver the Applicant's Natural Gas and/or Electricity supply, read the Applicant's meter, bill the Applicant, and respond to any emergencies. Applicant acknowledges that it is a mercantile customer and consumes more than 700,000 kilowatt hours of aggregated Electricity per year or consumes more than 500,000 cubic feet of aggregated Natural Gas per year ("Mercantile Customer").

(By signing below, the Applicant agrees to purchase Natural Gas and/or Electricity supply service from SFE and acknowledges that they have read the Agreement(s) and understands and agrees to the Terms and Conditions of the Agreement(s)).

\_\_\_\_\_  
**Contact Signature**      **Contact Print Name**      **Title**      **Signing Date:** \_\_\_\_\_  
(I have authority to bind the Applicant to this Agreement)      MONTH      DAY      YEAR

\_\_\_\_\_  
**Sales Representative Signature**      **Sales Representative Print Name**      **Sales Representative ID Number**

Office Use Only			
_____ <b>SFE Representative Signature (Counter Sign)</b>	_____ <b>Contact Print Name</b>	_____ <b>Title</b>	<b>Signing Date:</b> _____ MONTH      DAY      YEAR
Please email the completed form as a saved pdf to <a href="mailto:commercial@sfeenergy.com">commercial@sfeenergy.com</a>			<b>TPV Confirm #</b> _____

--To: SFE Energy Ohio, Inc. ("SFE") and the local Natural Gas Company and Electric Distribution Utility ("NGC/EDU") for the Service Address on the Natural Gas and/or Electricity Agreements ("Agreement(s)").

## TERMS AND CONDITIONS

**1. Agency.** The Applicant hereby appoints SFE as agent for the purposes of acquiring the supplies necessary to meet the Applicant's Natural Gas and/or Electricity supply needs, and arranging, contracting for and administering transportation and transmission facilities and related services over transportation/transmission facilities and those facilities of the NGC/EDU needed to deliver Natural Gas and/or Electricity to the Applicant's Service Address. The Agreement(s) is/are for the sale and purchase of Natural Gas and/or Electricity and is/are between SFE and the Applicant under which the Applicant shall initiate Natural Gas and/or Electricity supply and begin enrollment with SFE (the "Agreement(s)"). Subject to the Terms and Conditions of the Agreement(s), SFE agrees to sell and deliver, and the Applicant agrees to purchase and accept the quantity of Natural Gas and/or Electricity supply, as estimated by SFE, necessary to meet the requirements based upon consumption data obtained by SFE or the delivery schedule of the Applicant's NGC/EDU. The amount of Natural Gas and/or Electricity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting the Applicant's consumption obtained by SFE or the NGC/EDU delivery schedule. The Applicant acknowledges that it is a Mercantile Customer. SFE reserves the right to cancel this Agreement if it is determined that the customer consumes less than 700,000 kilowatt hours of aggregated Electricity per year or consumes less than 500,000 cubic feet of aggregated Natural Gas per year.

**2. Length of Agreement(s).** The Applicant acknowledges that the commencement of the Agreement(s) begins on the date on which the Applicant has signed the Agreement(s) ("Start Date") and SFE Energy has determined that the Applicant's credit standing is satisfactory (see Section 8). The Applicant also acknowledges that the service under the Agreement(s) depends upon the date on which the Applicant's NGC/EDU completes all applicable switching and enrollment processes ("Supply Date") and shall begin with the next available meter reading after processing of the request by the NGC/EDU and SFE. If a specific Supply Date is requested on the first page of this Agreement, SFE will use reasonable commercial efforts to begin supply on or near the date requested. If no Supply Date is requested, SFE shall use reasonable commercial efforts to attempt to flow on the next available date. The Applicant further acknowledges that the timing for the NGC/EDU's completion of the switching and enrollment processes is beyond SFE's control, and SFE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement(s) is/are the meter reading date after the entire Term of the Agreement(s) ("End Date") (as selected by the Applicant on the first page of the Agreement(s)) from the Supply Date, plus any time required to obtain a final meter read. The Term of the Applicant's Agreement(s) is/are the period from the Supply Date to the End Date.

**3. Natural Gas and/or Electricity Billing.** The Applicant acknowledges that their NGC/EDU will bill them for the Natural Gas and/or Electricity delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of Natural Gas and/or Electricity delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's NGC/EDU billing practice and the Applicant's NGC/EDU usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement, SFE may choose to bill the Applicant directly for all costs associated with the supply and delivery of Natural Gas and/or Electricity to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of SFE billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that SFE bills the Applicant directly, SFE's billing terms will be as follows: SFE shall invoice the Applicant monthly for all amounts due to SFE pursuant to the Agreement for the applicable billing period. The Applicant shall pay to SFE in full any amounts owing by the due date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. SFE or the Applicant's NGC/EDU is entitled to revise any bill if necessary to account for any reassessment by the Applicant's NGC/EDU. The Applicant's NGC/EDU will determine the amount of Natural Gas and/or Electricity that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and SFE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonored checks, and any legal and collection costs. SFE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by SFE or by the Applicant's NGC/EDU resulting from an actual meter read or consumption adjustment. If the Applicant's NGC/EDU bills the Applicant directly and the Applicant fails to meet any payments for the Applicant's Natural Gas and/or Electricity service(s), the Applicant's service may be terminated in accordance with the NGC/EDU tariffs. If SFE chooses to bill the Applicant directly and the Applicant fails to pay or meet any payments for the Applicant's Natural Gas and/or Electricity, SFE may terminate this Agreement with at least fourteen (14) days' written notice. The Applicant may request from SFE, twice within a twelve-month period, up to twenty-four months of the Applicant's payment history without charge.

**4. Pricing.** The Price that the Applicant will pay for Natural Gas and/or Electricity from SFE, is as selected on the first page of the Agreement(s). In addition, SFE may pass through or allocate, as the case may be, any increase or decrease in our costs, or cost components related to the Natural Gas and/or Electricity and related products and services that result from implementation of a new, or changes to (including changes to rate calculation) any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, NGC/EDU or ISO tariff, rule of any regulatory commission or agency with jurisdiction in the state where the accounts are located. The Price that SFE charges does not include applicable taxes and charges related to NGU/EDU distribution, delivery, service and other related NGC/EDU service. If, due to a change in market conditions, SFE wishes to lower the price per kWh/ccf/Mcf charged to the Applicant under an existing Agreement(s), it may do so without consent provided there are no other changes to the Terms and Conditions to the Agreement(s).

**Fixed Price for Electricity:** If the Applicant selected the Fixed Price, the Price per kWh includes applicable costs for delivery to the applicable Load Bus, excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGC/ EDU charges.

**Fixed Price for Natural Gas:** If the Applicant selected a Fixed Price, the Price per therm includes applicable costs for transmission and delivery for Natural Gas delivered to Your NGC/EDU's city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGC/ EDU charges.

**Variable Price for Electricity:** If the Applicant selected the Variable Price, the Price per kWh will be established prior to the month of flow and may vary each month based upon the costs incurred by SFE to provide the service through procurement in RTO-administered and/or other short term markets, as well as the cost for supply and associated products that SFE requires to meet the Applicant's Electricity supply. These associated products may include, but not limited to, energy, imbalance energy, losses, capacity, transmission, ancillary services, alternate and renewable energy requirements, other RTO charges, a margin and applicable taxes. The Variable Price will be set at SFE's discretion.

**Variable Price for Natural Gas:** If the Applicant selected the Variable Price, the Price per Ccf/Mcf/therm/Dth will be established prior to the month of flow and may vary each month based upon Natural Gas market pricing, transportation costs, storage costs, utility charges, balancing costs, loss factors, pooling charges, credit costs, a margin, other market price related factors and applicable taxes. The Variable Price will be set at SFE's discretion.

**5. Title.** All Natural Gas and/or Electricity sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NGC City Gate (located outside of the municipality of the Service Address) or EDU load bus, and shall constitute the point at which title transfers and the sale occurs. SFE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the Natural Gas and/or Electricity provided in these Agreement(s).

**6. Cancellation Provision.** Regardless of the Price the Applicant selected, the Applicant is liable for all SFE charges until the Applicant returns to the NGC/EDU default service or the Applicant switches to another supplier. The Applicant may be responsible for a switching fee. Upon cancellation of the Agreement(s), a final bill will be rendered within twenty (20) days after the final scheduled meter reading; however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. Any cancellation will become effective on a date determined by the Applicant's NGC/EDU. If a new provider is not selected upon cancellation of the Agreement(s), the Applicant shall be returned to its NGC/EDU utility supply service. To cancel/rescind the Agreement(s), the Applicant should contact SFE by telephone or in writing at the contact information provided (see Section 14). If the Applicant plans to move to another location, the Applicant may transfer the Agreement(s) by notifying SFE (see Section 14), of the Applicant's new Service Address at least forty-five (45) days in advance of the anticipated relocation date. Upon receipt of such notice, SFE will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address. If the Applicant's utility provides SFE with a notification of a change of address within the Applicant's NGC/EDU utility supply service and when SFE receives such notice, it will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address. Otherwise, the Agreement(s) shall be automatically cancelled, and if the Applicant selected a Fixed Price, exit fees of \$0.18/ccf (\$1.80/Mcf) and \$0.015 per kWh for the estimated usage of the Natural Gas and/or Electricity supply for the remainder of each Agreement shall apply. If the Applicant switches back to the Applicant's EDU service, there is no guarantee that the Applicant may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU. The Applicant also agrees to notify SFE in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. The Applicant agrees that SFE may terminate the Agreement(s) at any time by providing forty-five (45) days' written notice if SFE is unable or is prevented from complying with any of the obligations it owes to the NGU/EDU or if the NGU/EDU is unable or is prevented from complying with any of the obligations it owes to SFE. If SFE terminates the Fixed Price Agreement(s), unless for a reason out of the Applicant's control, early termination fees of \$0.18/ccf (\$1.80/Mcf) and \$0.015 per kWh for the estimated usage of the Natural Gas and/or Electricity supply for the remainder of each Agreement shall apply.

**7. Assignment.** The Applicant may not assign the Applicant's interests in, and/or delegate the Applicant's obligations under the Agreement(s) without the express written consent of SFE. SFE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations thereunder, to another energy supplier, energy services company or other entity as authorized by the PUCO, by providing the Applicant with at least forty-five (45) days' notice.

**8. Information Release Authorization.** The Applicant acknowledges and authorizes SFE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the NGC/EDU: consumption history; billing determinants; NGC/EDU account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. The Applicant's social security number and/or account number(s) shall not be released without the Applicant's affirmative written consent except where such release is required by court order or by PUCO order or rule. The Applicant's execution of the Agreement(s) shall constitute authorization for the release of this information to SFE. The Applicant consents to provide SFE with a copy of the Applicant's NGC/EDU bill(s) in order to process the Agreement(s) with the NGC/EDU. SFE does not guarantee to provide or return the bill or a copy of the bill to the Applicant. This authorization will remain in effect during the initial Term and any renewal Term of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice to SFE or by calling SFE at 1-866-255-3844. SFE reserves the right to cancel the Agreement(s) in the event the Applicant rescinds the authorization.

**9. Agreement(s) Expiration/Renewal Provisions/Change in Terms: Fixed Price Agreement(s):** If the Applicant selected a Fixed Price, at the end of the initial Term of the Agreement(s), SFE will automatically renew this Agreement(s). If SFE does not receive notice, either written or verbal, from the Applicant at least forty-five (45) days prior to the end of the initial Term of the Agreement(s), the Agreement(s) will continue on a month to month basis at a monthly Variable price per kWh/ccf/Mcf, which is established prior to the month of flow and remains unchanged for the duration of each month.

**Variable Price Agreement(s):** If the Applicant selected a Variable Price and the Applicant wishes to terminate the Agreement(s) at any time, they can do so without penalty by providing SFE with written notice. Once the Applicant has provided SFE with their notice, SFE will return the Applicant to their NGU/EDU supply service at the next available service period.

**10. Material Change.** In the event that additional charges, fees, or other costs are incurred or applied by any regulatory body, ISO, NGC/EDU or other entity, as a result of a material change to Applicant's consumption, capacity/transmission obligation, or other components required to serve the Applicant, and SFE incurs material incremental costs required to maintain the same quantity, location or level of services contemplated in this Agreement, SFE may charge the Applicant for the purchase/liquidation of energy or related services bought or sold as a result of said Material Change. SFE shall pass incremental costs along to Applicant at no markup.

**11. Warranty.** The Agreement(s) for Natural Gas and/or Electricity, including applicable attachments, constitutes the entire Agreement(s) for the supply of Natural Gas and/or Electricity between the Applicant and SFE. SFE makes no representations or warranties other than those expressly set forth in the Agreement(s), and SFE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**12. Force Majeure.** SFE will make commercially reasonable efforts to provide Natural Gas and/or Electricity hereunder but SFE does not guarantee a continuous supply of Natural Gas and/or Electricity to the Applicant. Certain causes and events out of the control of SFE ("Force Majeure Events") may result in interruptions in service. SFE will not be liable for any such interruptions caused by a Force Majeure Event, and SFE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution or transmission system, non-performance by the NGC/EDU (including, but not limited to, a facility outage on its Natural Gas and/or Electricity supply distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond SFE's control.

**13. Liability.** The remedy in any claim or suit by the Applicant will be solely limited to direct actual damages. By entering into the Agreement(s), the Applicant waives any right to any other remedy in law or equity. In no event will either SFE or the Applicant be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

**14. Contact Information.** The Applicant may contact SFE's Customer Care at 1-866-255-3844 Monday through Friday 9:00 a.m. - 9:00 p.m. and Saturday 12:00 p.m. - 6:00 p.m. EST (Customer Care hours subject to change). The Applicant may write to SFE at: P.O. BOX 967, Buffalo, NY, 14240-0967 or via email at [cs@sfeenergy.com](mailto:cs@sfeenergy.com). SFE's fax number is 1-877-425-7010. The Applicant may contact the Applicant's NGC/EDU at: American Electric Power (AEP)-[Columbus Southern Power at Ohio Power] at 1-800-672-2231 or at [www.aepohio.com](http://www.aepohio.com); Columbia Gas at 1-800-344-4077 or at [www.columbiagasohio.com](http://www.columbiagasohio.com); Dayton Power & Light at 1-800-433-8500 or at [www.dpandl.com](http://www.dpandl.com); Dominion Energy Ohio at 1-800-362-7557 or at [www.dominionenergy.com](http://www.dominionenergy.com); Duke Energy at 1-800-544-6900 or at [www.duke-energy.com](http://www.duke-energy.com); Ohio Edison at 1-800-633-4766; The Illuminating Company at 1-800-589-3101; Toledo Edison at 1-800-447-3333; Vectren at 1-800-227-1376 or at [www.vectren.com](http://www.vectren.com).

**15. Dispute Resolution.** In the event of a question or concern, please contact SFE. The Applicant should contact SFE by telephone or in writing at the contact information provided above in Section 14. The parties agree to use their best efforts to resolve any dispute. If the Applicant's complaint is not resolved after the Applicant has called SFE, or for general utility information, business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. 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).

**16. Taxes and Laws.** Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by the Applicant, and the Applicant agrees to indemnify SFE and hold SFE harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact SFE Customer Care (see Section 14) to provide such written notification, including written notification of renewed tax exemption. Otherwise, until the Applicant provides such proof, SFE is not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of Ohio without regard to the application of its conflicts of law principles.

**17. ARBITRATION.** THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND SFE ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT. The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or SFE. The award of the arbitrator shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and SFE shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

**18. CLASS ACTION WAIVER AND OTHER RESTRICTIONS.** ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND SFE EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT. The arbitrator's authority to resolve and make written awards is limited to claims between You and SFE alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either Party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

**19. WAIVER OF JURY TRIAL.** SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND SFE YOU AND SFE WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT, AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Agreement.

**17. Delay or Failure to Exercise Rights.** No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

**18. Parties Bound.** The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.



Environmental Disclosure Information-Quarterly Comparisons

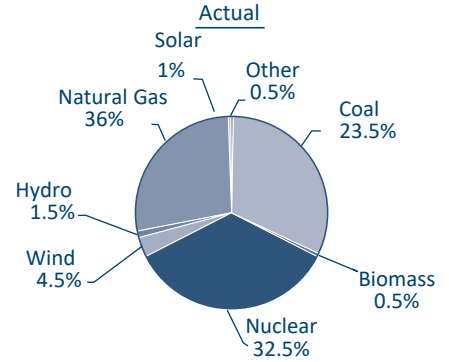
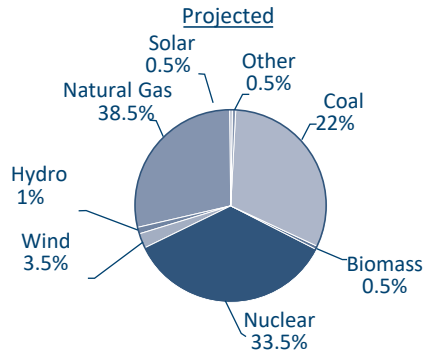
SFE Energy Ohio, Inc.

Projected Data for the 2022 Calendar Year

Actual Data for the Period 01/01/22 to 03/31/22

Generation Resource Mix –

A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



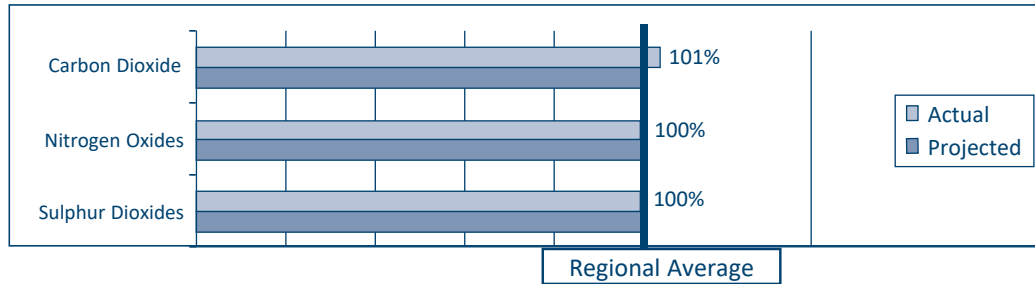
Environmental Characteristics –

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>5</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact SFE Energy Ohio, Inc. via email at [cs@sfeenergy.com](mailto:cs@sfeenergy.com) or by phone at 1-866-255-3844.

