



Energy Purchase Agreement – Electric Commodity Sales Disclosure Statement and Contract Summary (“Contract Summary”)

SMALL BUSINESS (UNDER 25 kW) – FIXED PRICE – PENNSYLVANIA	
<u>Electric Generation Supplier (EGS) Information</u>	AEP Energy, Inc. 225 West Wacker Drive, Suite 600, Chicago, IL 60606 AEPenergy.com 866-258-3782 AEP Energy is responsible for the generation charges shown on your bill.
<u>Price Structure</u>	Fixed Price: This Agreement is for an all-inclusive per kilowatt-hour (“kWh”) price that will remain the same for the Term of the Agreement. See “Pricing” section for details.
<u>Generation/Supply Price</u>	You will pay \$_____ per kWh of electric energy supplied by AEP Energy under this Agreement. See “Pricing” section for details.
<u>Statement Regarding Savings</u>	AEP Energy does not represent any guaranteed savings. The prices and charges paid to AEP Energy under this Agreement may not always provide savings to you. See “Relationship of Parties” section for details.
<u>Deposit Requirements</u>	None.
<u>Contract Start Date</u>	This Agreement will start (a) upon the start of service date provided by the Electric Distribution Company in the Electric Distribution Company’s confirmation letter to you, which is anticipated to be on or around _____, 20____, and (b) after AEP Energy receives confirmation that the Electric Distribution Company has completed its processing and has accepted the delivery service request (“Start Date”); provided, however, that the Start Date cannot be fewer than three (3) calendar days following the date hereof. See “Term of Agreement” section for details.
<u>Contract Duration/Length</u>	This Agreement will last for a period of ____ months from the Start Date. See “Term of Agreement” section for details.
<u>Cancellation/Early Termination Fees</u>	Yes. If (1) AEP Energy cancels this Agreement for your non-payment or (2) you (A) request early cancellation of this contract, (B) make a false statement or do not otherwise perform, (C) fail to comply with the “Credit” section or file for bankruptcy, or (D) otherwise attempt to avoid your obligations, you are responsible for an early termination fee equal to AEP Energy’s approximate loss that AEP Energy would incur in terminating this Agreement. See “Events of Default; Suspension, Early Termination, and Early Termination Fee” section for details.
<u>End of Contract</u>	<i>This Agreement may be automatically renewed with advance written notices. The Initial Notice would be sent to you forty-five (45) to sixty (60) calendar days prior to the expiration of this Agreement and the second notice will be sent to you no fewer than thirty (30) calendar days prior to the expiration of this Agreement. If you fail to respond to these notifications, this Agreement can be converted to a renewal agreement that will not include any cancellation/early termination fees. See “Renewal of Agreement/Change in Terms and Early Termination” section for details.</i>
<u>Right of Rescission</u>	You have the right to rescind your enrollment without penalty in writing or orally or by submitting an electronic rescission request to care@aepenergy.com at any time before midnight of the third (3rd) business day following your receipt of this Agreement.

**Energy Purchase Agreement –
Electric Commodity Sales Terms and Conditions and Disclosure Statement**
(Matrix (PA Under 25 kW) v.03.31.22)

This Energy Purchase Agreement – Electric Commodity Sales Terms and Conditions and Disclosure Statement and the attached Contract Summary, incorporated herein by reference (this “Agreement”), which comprises the below General Terms and Conditions and Schedule 1 hereto, dated and effective as of _____, 20__ (collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and the designated customer set forth below in the signature block of this Agreement (“Customer” or “you”) (Customer and AEP Energy are referred to individually as a “Party” and collectively as the “Parties”) and governs the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) specified on Schedule 1 hereto (each, a “Service Location”).

BACKGROUND

- AEP Energy is licensed by the Pennsylvania Public Utility Commission (“PUC”) as an Electric Generation Supplier (“EGS”) to offer and supply electric generation in Pennsylvania. Our PUC license number is A-2009-2132755.
- As an EGS, AEP Energy will supply the electric generation and provide applicable transmission to your Electric Distribution Company (“EDC”) based on your usage. Your EDC will then distribute or deliver the electricity to you and you will pay Distribution Charges to your EDC, which is regulated by the PUC. Either the EDC or AEP Energy and the EDC will issue you monthly invoices.
- AEP Energy sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- This is an agreement for the sale of Electric Generation and applicable Transmission (“retail energy requirements”) between you and AEP Energy for each specified Service Location. **Please keep a copy of this Agreement for your records.**
- Right of Rescission – You may cancel this agreement in writing or orally or by submitting an electronic rescission request to care@aepenergy.com at any time before midnight of the third (3rd) business day after receiving this Agreement. See “Right of Rescission” section for details.

DEFINITIONS

- “Distribution Charges” means part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to customer’s business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity is used.
- “Generation Charge” means the charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.
- “Generation” means the production of electricity. Generation is included in the price that AEP Energy charges you, as described in the “Pricing” section and the Contract Summary.
- “Generation-Related Charges” means those charges or costs associated with the procurement and supply of electricity.
- “Transmission Charge” means the cost for transporting electricity from the generation source to your EDC. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
- “Transmission” means moving high voltage electricity from a generation facility to the distribution lines of an EDC. Transmission is included in the price that AEP Energy charges you, as described in the “Pricing” section and the Contract Summary.

GENERAL TERMS AND CONDITIONS

I. PURCHASE AND SALE OF RETAIL ENERGY

During the Term (as defined below) of this Agreement and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail electric requirements for each Service Location (the “Retail Energy”). The Retail Energy will be provided to Customer’s relevant electric distribution company, which shall be specified on Schedule 1 hereto (“EDC”), and transmission system interconnection point (each, a “Delivery Point”). The EDC is responsible for delivery of the Retail Energy from the Delivery Point to any Service Location, reading Customer’s meter, and responding to emergencies. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing usage information. Customer consents to the disclosure by each EDC to AEP Energy of certain information about Customer, including account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. AEP Energy will maintain the confidentiality of Customer’s personal information including Customer’s name, address, telephone number, electric usage and historic payment information as required by applicable Commission regulations and federal and State laws. Customer is solely responsible for payment of all charges of the EDC related to the delivery of the Retail Energy, whether billed by the EDC to AEP Energy or Customer.

II. TERM OF AGREEMENT

AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under this Agreement (a) upon the start of service date provided by the EDC in the EDC’s confirmation letter to you, which is anticipated to be on or around your applicable _____ 20__ enrollment date, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the “Start Date”); provided, however, that the Start Date cannot be fewer than three (3) calendar days following the date hereof.

AEP Energy is not liable for any lost savings or lost opportunity as a result of any delay in the Start Date. The Term will continue for _____ months from the Start Date, unless sooner terminated hereunder (the “Initial Term” and inclusive of any Renewal Agreement, the “Term”).

III. PRICING

Starting with the first billing cycle of this Agreement through the last billing cycle of the Initial Term, the price for Retail Energy will be:

Electric Supply Charge (per kWh)	\$ _____
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The Electric Supply Charge listed above is inclusive of all applicable combined Generation Charges and Transmission Charges and Transmission (if bypassable), Generation, Generation-Related Charges, energy losses, capacity, Renewable Energy Credits (RECs), if purchasing a renewable energy plan, and estimated current total state taxes, including current Gross Receipts Tax (GRT) and is applicable twenty-four (24) hours a day. It does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) state and local taxes.

IV. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant EDC shall provide monthly invoices related to the sold Retail Energy based on the EDC’s meter read cycle using the billing method specified to Customer through EDC/utility consolidated billing (UCB). Charges hereunder will be calculated by reference to metered Retail Energy usage provided that AEP Energy may estimate invoices in cases where actual billing determinants are unavailable, and estimated invoices will be adjusted as soon as reasonably practicable.

B. Penalties, Fees, and Exceptions: Payment is due to the EDC by the date specified in its bill. Late payments with respect to any amounts due and payable to AEP Energy (including any outstanding late payment charges) and Settlement Amount(s) (as hereinafter defined), collectively, “Account Charges”) will incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, compounded monthly, and continue to accrue until all such amounts are paid in full. The late payment fee shall be applicable to disputed amounts in accordance with the “Billing and Payment; Invoice Disputes and Adjustments” section. In any instance where any payment is declined by the issuing institution, Customer will be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer is liable for all costs incurred by AEP Energy, including attorneys’ fees, in connection with the collection and enforcement of AEP Energy’s rights to past due Account Charges.

If (1) AEP Energy cancels this Agreement for your non-payment or (2) you (A) request early cancellation of this contract, (B) make a false statement or do not otherwise perform, (C) fail to provide credit or file for bankruptcy, or (D) otherwise attempt to avoid your obligations, you will be responsible for an early termination fee described in the “Events of Default; Suspension, Early Termination, and Early Termination Fee” section equal to any loss or cost that AEP Energy would incur in terminating or liquidating the portion of any supply contracts or related trading positions allocable to your estimated remaining performance under this Agreement calculated as specified in the “Events of Default; Suspension, Early Termination, and Early Termination Fee” section. Customer is not subject to an Early Termination Fee if Customer terminates the contract at any time between the date the first notice is issued, as described in the “Renewal of Agreement/Change in Terms and Early Termination” section, and the expiration of the contract.

C. Invoice Disputes and Adjustments: Contact AEP Energy with any questions concerning your terms of service. If your complaint is not resolved after you have called AEP Energy, you may call the PUC. The PUC can be reached toll free at 1-800-692-7380. Customer may, in good faith, reasonably dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy notice of the dispute, which must include the amount of, and basis for, the disputed amount with supporting documentation (the “Notice of Dispute”) and (2) making payment of the undisputed portion of the invoice within the normal terms set forth in Section IV.B. During the forty-five (45) calendar days following AEP Energy’s receipt of any Notice of Dispute (the “Dispute Period”), the Parties must expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute during the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer’s actual usage and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice. AEP Energy has no obligation to revise any invoiced usage data after the relevant regional transmission organization (“RTO”) or as applicable independent system operator (“ISO”) market settlements deadline unless the RTO accommodates a commensurate resettlement of AEP Energy’s related costs.

V. RENEWAL OF AGREEMENT/CHANGE IN TERMS AND EARLY TERMINATION

If you have a fixed term contract approaching the expiration date, or whenever AEP Energy wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. By providing AEP Energy your email address, you agree to receive these notices electronically where permitted by law.

If your fixed term contract is approaching the expiration date and you fail to respond to either notice, this Agreement may be converted to a renewal agreement that will not include any cancellation/early termination fees, or amended as proposed in the notice. Consistent with applicable rules, AEP Energy may convert a fixed term contract into either a month-to-month contract or another fixed term contract. Conversion of a fixed term agreement will occur unless you notify AEP Energy of your rejection of the renewal agreement on the terms and conditions specified in the second notice within ten (10) calendar days after your receipt of the second notice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to termination, whether or not then invoiced, including any Settlement Amount (in the event of termination under the “Events of Default” section of this Agreement). Any other obligation or agreement hereunder which by its nature survives, will survive the termination or expiration of this Agreement, including the Parties’ respective agreements and obligations under the “Title, Indemnification, Warranty, and Limitation of Liability,” and “Governing Law, Venue, and Waiver of Jury Trial” sections, and will apply whether in contract, equity, tort, or otherwise. If the EDC’s retail customer choice program is terminated or materially changed in any manner prior to the end of the term, AEP Energy may terminate this Agreement, without penalty to either Party.

VI. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may require (1) additional credit information, including financial statements in accordance with the previous sentence, and (2) that Customer deliver to AEP Energy, as security, adequate assurance of performance, in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit, or prepayment (“Adequate Assurance of Performance”). Upon receipt of such requirement from AEP Energy, Customer has five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VII. SERVICE LOCATION CLOSURE

Customer must provide AEP Energy at least thirty (30) calendar days’ prior written notice prior to terminating supply to Customer at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer is responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages will be calculated in the same manner as the Settlement Amount set forth in the “Events of Default; Suspension, Early Termination, and Early Termination Fee” section as if Customer is the Defaulting Party. If Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties’ obligations under this Agreement will continue in full force and effect for any remaining Service Location(s).

VIII. EVENTS OF DEFAULT

A. Definition: An “Event of Default” means, with respect to the Party to which the following applies (the “Defaulting Party”), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) business days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement, any transaction entered into pursuant to this Agreement, or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy’s receipt of notice from any EDC or Customer (other than as provided in Section VII) or any EDC of Customer’s effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the term; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the “Credit” section.

B. Suspension, Early Termination, and Early Termination Fee: “Termination” refers to a cancellation of this contract. “Early Termination” refers to a cancellation of this contract prior to the specified end date. If an Event of Default occurs, the Party that is not the Defaulting Party (the “Non-Defaulting Party”) may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement by sending notice to the Defaulting Party; or (3) exercise such other rights and remedies as are available to it at law or in equity pursuant to this Agreement. In the event of such suspension or an Early Termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered

performance, whether or not then invoiced. In the event of an Early Termination, (1) AEP Energy shall return the relevant Service Location(s) to the EDC effective on the next switching date available from such EDC and (2) the Defaulting Party shall also pay to the Non-Defaulting Party any damages incurred by the Non-Defaulting Party related thereto, including liquidated damages related to termination of the purchase and sale of the Retail Energy (such liquidated damages, the “Settlement Amount”) calculated as follows:

- For purposes of calculating any Settlement Amount under this section, Customer’s “Historical Annual Usage” is equal to the number of megawatt hours (MWhs) used by Customer at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer’s Historical Annual Usage is less than or equal to fifty (50) MWhs, the Settlement Amount is equal to the number of months remaining in the term of this Agreement multiplied by ten dollars (\$10). For example, if this Agreement is terminated two (2) months early, two (2) months x ten dollars (\$10) per month = twenty-dollar (\$20) Settlement Amount.

- If Customer’s Historical Annual Usage is greater than fifty (50) MWhs but less than or equal to two hundred fifty (250) MWhs, the Settlement Amount is equal to the number of months remaining in the term of this Agreement multiplied by fifty dollars (\$50). For example, if this Agreement is terminated two (2) months early, two (2) months x fifty dollars (\$50) per month = one hundred-dollar (\$100) Settlement Amount. For the avoidance of doubt, no Settlement Amount is due to a Party under this Agreement if such Party is the Defaulting Party.

Customer will not be subject to an Early Termination Fee if Customer terminates the contract at any time between the date the first notice is issued, as described in the “Renewal of Agreement/Change in Terms and Early Termination” section, and the expiration of the contract.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion. Such Settlement Amount calculation will be made available to the Defaulting Party upon written request. The Settlement Amount must be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the Early Termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party’s damages.

IX. RIGHT OF RESCISSION

Customer may, without penalty, rescind this Agreement in writing or orally or by submitting an electronic rescission request to care@aepenergy.com at any time before midnight of the third (3rd) business day following Customer’s receipt of this Agreement (as determined by the date this Agreement is received by the Customer).

X. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy. Nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. AEP Energy is not acting as Customer’s consultant or advisor, including not providing, promoting, or offering advice regarding “commodity interests,” as defined for purposes of the U.S. Commodity Exchange Act and the rules promulgated thereunder. Customer shall not rely on AEP Energy in evaluating the advantages or disadvantages of any specific product or service, predictions about savings, future energy prices, or any other matter. Customer should be advised that the EDC’s standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the EDC’s standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent (“Agent”) is acting and executing on behalf of the owner of any Service Location (the “Owner”), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such authorization from the Owner does not expire or terminate prior to the end of the Term. If an agent, broker, or consultant (“ABC”) is involved in any transaction hereunder, Customer agrees and acknowledges that such ABC is an agent of Customer during such sales process and may receive a commission paid by AEP Energy out of payments received from Customer hereunder.

XI. ASSIGNMENT

This Agreement will bind and inure to the benefit of each Party’s successors and permitted assigns. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent must not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior notice, either Party may assign its rights and obligations under this Agreement to an entity in control of, controlled by, or under common control with such Party (an “Affiliate”) or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail electric supply business of AEP Energy, so long as (1) with respect to Customer, such Affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality than Customer and able to perform Customer’s obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such Affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing. Prior to any assignment, notice will be provided to the other Party, the

affected EDC and the Commission. Any assignment or transfer of this Agreement in contravention of this section is null and void and will constitute an Event of Default at the election of the non-breaching Party.

XII. FORCE MAJEURE

Neither Party will be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" means an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price hereunder, or with respect to Customer, the loss or failure of Customer's facilities, the loss of business by Customer, or Customer's inability to use Retail Energy purchased hereunder. If the Force Majeure continues for more than thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by giving the other Party notice of the early termination, without such termination constituting an Event of Default.

XVI. REGULATORY EVENT

If 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 (e.g., any increase in the rate for network integration transmission service or capacity by the EDC, RTO, or ISO, as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court or EDC, ISO, RTO, or other regulated service provider, alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement, AEP Energy may propose change(s) to the terms of this Agreement, including passing through such additional costs and, thus, increasing your price. If any of the above situations occur, AEP Energy may offer you new terms for this Agreement, in which case you will receive the notices described in the "Renewal of Agreement/Change in Terms and Early Termination" section above. You must indicate your acceptance of the new terms as specified in the notices for the new terms to take effect. If you do not contact AEP Energy to accept the new terms, (a) this Agreement will terminate on the date specified in the notices, (b) you may be returned to your EDC for electric supply, (c) you will not be responsible for the cancellation/termination fee (if any) set forth in the Contract Summary and the "Events of Default; Suspension, Early Termination, and Early Termination Fee" section, and (d) you must still pay all AEP Energy charges through the date you are returned to your EDC or switched to another EGS for generation and transmission.

XIII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder are "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIV. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third party agent, advisor, or contractor implementing this Agreement or the purposes hereof. Customer may restrict the disclosure of confidential information by returning a signed request by mail or orally to AEP Energy at the Contact Information below or electronically to care@aepenergy.com.

XV. INDEMNIFICATION

AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for, and assume any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement.

XVI. WARRANTY AND LIMITATION OF LIABILITY

AEP Energy warrants good title to all Retail Energy delivered hereunder at the Delivery Point free and clear of any liens or other encumbrances or title defects. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT

EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. THE PARTIES AGREE THAT ARTICLE (2) OF THE UNIFORM COMMERCIAL CODE ("UCC") APPLIES TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD," NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE UCC OF THE GOVERNING LAW.

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer must be in writing and sent to any of Customer's notice or billing or email addresses specified in writing by Customer from time to time, or to the address of any Service Location. Any notice served hereunder from Customer to AEP Energy must be in writing and delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, when required, notice will be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer is responsible for communicating to AEP Energy each change to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) as soon as practicable. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, is governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action, suit, or proceeding directly or indirectly arising out of, or in connection with, this Agreement (each, an "Action") must be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such Action is located, in the plaintiff Party's sole discretion, and the Parties 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. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.

Any Action must be brought in the plaintiff or claimant Party'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. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED, (A) THE PREVAILING PARTY IS NOT ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS MUST NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION. Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state commission.

XVIII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable must not otherwise affect the lawful obligations that arise under this Agreement.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings and representations, oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. Except as to any renewal agreement or change as provided in Section V, no waiver, alteration, amendment, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce will be deemed to constitute an amendment hereto. The words "include" and "including" are deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The headings and subheadings contained in this Agreement are used solely for convenience, do not constitute a part of this Agreement, and must not be used to construe or interpret the provisions of this Agreement. This Agreement must be considered for all purposes as prepared through the joint efforts of the Parties, simply construed according to its fair meaning, and not construed against a Party as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. CONTACT INFORMATION

AEP Energy, PO Box 3489, Chicago, IL 60654. For more information, call 1-866-258-3782 or visit AEPenergy.com. AEP Energy's PUC license number is A-2009-2132755.

Information on generation energy sources, energy efficiency, environmental impacts, or historical billing data is available from AEP Energy upon request.

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

AEP Energy’s Pennsylvania license number is A-2009-2132755. AEP Energy is an Electric Generation Supplier (EGS) and is not soliciting on behalf of and is not affiliated with or an agent of your Electric Distribution Company. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility.

XXI. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be considered an original, all of which together will constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. Each Party agrees that the Parties may execute this Agreement using electronic means including the use of electronic signatures, whether digital or encrypted, by the Parties, which the Parties agree are intended to authenticate such writing and will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party’s electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

Customer Information		
	Billing Information: <input type="checkbox"/> Please send paper invoices.	Contract Notice Information: <input type="checkbox"/> Same as Billing Information
Address 1:		
Address 2:		
Attn:		
Telephone:		
Email:		

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer:

Signature: _____
 Name: Brian P. Whitlatch
 Title: Sr. Vice President, Customer Solutions

Signature: _____
Name: _____
Title: _____

