Santanna ENERGY SERVICES OVER 30 YEARS AND GROWING
An Employee Owned Company

# Ohio Electric Choice Sales Agreement

| Contract Summary | |
|---|---|
| Product | Fixed-Rate Electricity 12 |
| Price | $0.1189 per kWh |
| Term | 12 Months |
| Monthly Subscription Fee | $0.00 |
| Early Termination Fee | $100.00 |
| Electric Distribution Utility ("EDU") | AEP - Ohio Power |

**Definitions: "Competitive Retail Electric Service"** or **"CRES"** provider means an entity that sells electric energy to retail customers in Ohio. **"Generation Service"** means the production of electricity. **"Generation Charges"** means those charges or costs associated with the production, procurement and supply of electricity. **"Distribution Service"** means the physical delivery of electricity to customers by your EDU. **"Transmission Charges"** means those charges for moving high voltage electricity from a generation facility to the distribution lines of the EDU.

**Terms of Service:** These Terms and Conditions together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice recording confirming enrollment consist of the agreement ("Agreement") for electric service between you and Santanna Energy Services ("Santanna"). You acknowledge and accept the following terms and condition as part of your Agreement with Santanna. As a CRES Provider, Santanna will supply electricity generation services as required by your EDU. Your EDU shall be responsible for transmitting, distributing, and delivering the electricity to you at approved rates for transmission and distribution which is regulated by Public Utilities Commission of Ohio ("PUCO") and the Federal Energy Regulatory Commission ("FERC"). Some Santanna products may contain a fixed fee that applies to your bill each month and does not change with your consumption of electricity. You may see this referred to as an administrative fee, administration fee, participation fee, or subscription fee. These may be based upon generally prevailing market and business conditions for electricity, including market pricing of commodity, transportation, profit, plus Santanna's costs, expenses and margins.

**Eligibility:** This Agreement is for residential or small commercial customers that are not enrolled in the Percentage of Income Plan Program. Santanna reserves the right to refuse enrollment to any customer with an outstanding balance. Participation in this program is subject to the rules of your EDU and customers are sometimes terminated from the program either in error or for being in arrears. Customers on Net-Metering are not eligible for service under this Agreement. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 30,000 kWh are ineligible for these products. **Santanna reserves the unlimited right to terminate any customer contract at any time if Santanna discovers a customer's historical usage exceeds the amounts stated above.**

**Term:** Your service with Santanna will begin on your next scheduled meter read date following your confirmed enrollment with Santanna by your EDU. Your service will continue for the number of months specified in the Contract Summary above ("Initial Term"), unless terminated earlier in accordance with this Agreement. Once your Initial Term expires, the Agreement will automatically renew as described in the Renewal section of this Agreement. You understand that occasionally there may be delays in the enrollment process under this Agreement and you will not hold Santanna responsible for such delays.

**Rate Plan Price:** During the Initial Term of this Agreement, you will pay Santanna for your generation service at the price set forth in the Contract Summary of this Agreement. The rate you will pay under the Initial Term and Renewal Term of this Agreement includes Generation Charges but does not include Transmission and/or Distribution charges from your EDU related to delivery or other fees, state and local taxes, and a monthly subscription fee that is listed in the Contract Summary of this Agreement, if applicable. Your EDU might charge you switching fees for switching to a CRES provider.

**Renewal:** After your Initial Term, this Agreement will automatically renew in accordance with terms offered to you in a renewal notice sent to you prior to the end of your initial term. Santanna will notify you of your renewal options in advance between 45 and 90 calendar days prior to the end of your Initial Term. **This Renewal Term is automatic and does not require your affirmative consent, although there may be a change to the price or other terms and conditions.**

**Billing:** You will continue to receive one bill from your EDU, each billing cycle, that will include both your EDU and Santanna charges, and any other charges incurred in accordance with this Agreement. Your electricity consumption will continue to be measured or estimated by your EDU. You agree to pay your bill in accordance with your EDU's billing and payment terms. Your payment in full will be due to your EDU by the date specified in the bill. If you fail to pay this bill on time, you understand that you could be subject to interest, and late charges imposed by your EDU. Further, failure to pay your electric bill charges may result in your electric service being disconnected in accordance with your EDU's tariff. Your EDU may offer budget or other payment plans for your account. Santanna does not offer budget billing for the generation portion of the bill. If you do not pay your bill by the due date, Santanna may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation, you will be returned to your EDU as a customer. You may request from Santanna twice within a twelve (12) month period, without charge, up to twenty-four (24) months of my payment history.

**Right of Rescission:** Once you have been enrolled with Santanna, you will receive a confirmation notice from your EDU. You may rescind your enrollment without penalty within seven (7) calendar days following the postmark date on your EDU's confirmation notice. You may rescind this Agreement by contacting your EDU at their toll-free telephone number or in writing to the address of your EDU, both listed below.

**Cancellation:** You may terminate this Agreement without penalty within the rescission period, as stated above. You may also terminate this Agreement early, without penalty, if: (1) you move outside of Santanna's service area or into an area where Santanna charges a different price; or (2) if Santanna terminates the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits Santanna from performing under the terms of the contract. If you relocate within your EDU territory and do not cancel this Agreement, you will continue service with Santanna at your new location, and, if applicable, provide Santanna with your new account number and meter number(s) to transfer this contract to your new location. If Santanna does not transfer this Agreement for service at your new location within ninety (90) days of relocation, this Agreement will automatically terminate. If you decide to cancel after the rescission period and before the end of the Initial term of this Agreement, an early termination fee as stated in the Contract Summary, will apply (if applicable). It may take your EDU additional time to complete the cancellation process, as required under program rules. If you switch back to your EDU, you may or may not be served under the same rates, terms, and condition that apply to other customers served by your EDU. You are responsible for all charges through the date cancellation is finalized by your EDU.

**Agency:** You authorize Santanna to obtain information from your EDU that includes but is not limited to: copies of a period of your invoices issued by the utility, utility account information, transcripts, usage history and payment history. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code or assigning a customer contract to another CRES provider.

**Force Majeure:** Certain causes and events out of the control of Santanna may result in interruptions in service and affect the price of supplying electricity. Santanna will not be liable for the results of any such interruptions or price changes caused by any force majeure event, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulations by any governmental authority, or any cause beyond Santanna's control.

**Title, Risk of Loss and Indemnity:** Title to electricity will pass from Santanna to you when we deliver it to the delivery point for your EDU. Santanna will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDU.

**Warranties and Limitation of Liability:** OTHER THAN THOSE REQUIRED BY LAW, SANTANNA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SANTANNA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING BUSINESS INTERRUPTION DAMAGES OR LOST PROFITS. ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY.

**Dispute Resolution:** Any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be resolved informally amongst the customer and Santanna. If informal resolution is unsuccessful and the dispute requires escalation, the customer shall be limited to review and relief offered by the Public Utility Commission of Ohio (PUCO) customer complaint process. The customer acknowledges that an independent third-party broker may have been involved in the solicitation, enrollment, or customer care of this contract. If so, the customer **MUST** include that broker in any PUCO complaint. **THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE PUCO BEFORE SEEKING RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT. THE CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN ARBITRATION OR ANY OTHER FORUM OR VENUE. This Agreement will be governed by the laws of Ohio without regard to the application of its conflicts of law principles. Should a customer exhaust all informal and administrative remedies in good faith, the customer may then seek to file suit, via bench trial, in a judicial court of competent jurisdiction located in Travis County, Texas. Customer agrees to this stated location, jurisdiction, forum, and venue and expressly waives any challenges to that.**

**Miscellaneous:** Santanna reserves the right to assign this Agreement to another CRES, upon written notification. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. If, due to a change in market conditions, Santanna wishes to lower the price per kilowatt hour charged to the customer, it may do so without consent, provided there are no other changes to the terms and conditions in this Agreement. This Agreement with the Contract Summary, including your Welcome Letter, and if applicable, your signed written enrollment form, electronic online enrollment record and any third-party verification recording, constitute the entire Agreement and understanding between you and Santanna for electric Generation Service. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. By choosing to accept this offer from Santanna, you understand and agree to the terms and conditions of this Agreement with Santanna. This Agreement shall be binding upon and benefit you and Santanna, and their respective successors and assigns. You may obtain Santanna's Environmental Disclosure at: https://santannaenergyservices.com/resources/environmental-disclosures/.

If you are enrolling in one of Santanna's clean, green, renewable or environmental plans that may be marketed under various brand names such as "Earth Friendly" or "Renewable Energy", Santanna will either purchase electricity sourced from renewable resources or Renewable Energy Credits ("RECs") from renewable generation facilities located in the United States sufficient to match the amount of electricity needed to serve you for the length of your contract. Electricity is the product of a mix of generation energy sources, that is delivered over a system of wires. So, it is not yet possible to deliver electricity from a specific generation facility directly to your home or business. However, purchasing this product enables you to directly support the continued use and development of renewable electricity, sustainable fuel sources, reducing carbon emissions and/or providing other local and global environmental benefits in the region where the renewable electricity generator is located. Santanna may take several months after the end of a calendar year to purchase and/or retire the RECs needed to fulfill your product.

**Questions, Complaints and Concerns:** For any questions or concerns, you can contact Santanna's Customer Service Department by phone weekdays from 7:00 a.m. - 6:00 p.m. CST, and Closed on Saturdays at: 800-764-4427, by fax at: 1-800-877-0673, in writing to: 300 E Business Way STE 200 Cincinnati, OH 45241 or through the website at: www.SantannaEnergyServices.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) on weekdays from 8:00 a.m. to 5:00 p.m. or at 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) on weekdays from 8:00 a.m. to 5:00 p.m., or at www.pickocc.org.

**EDU Contact Information:**
AEP - Ohio Power
1 Riverside Plaza
Columbus, OH 43215
Customer Service: 800-672-2231
Emergencies: 800-672-2231