

## PENNSYLVANIA NATURAL GAS CHOICE SUPPLIER CONTRACT SUMMARY

Natural Gas Choice Supplier Information	<i>Santanna Natural Gas Corporation d/b/a Santanna Energy Services/AAA Energy by Santanna</i> 7000 N Mopac Expwy STE 200 Austin, TX 78731 Toll Free: 888-661-6662 <a href="http://www.SantannaEnergyServices.com">www.SantannaEnergyServices.com</a> We set the generation prices and charges that you pay.			
Price Structure	Fixed Rate			
Generation/Supply Price	<b>\$0.759 per CCF, \$0.00 monthly subscription fee</b>			
Generation Price at Various Usage Levels	Usage:	<b>15 CCF</b>	<b>80 CCF</b>	<b>120 CCF</b>
	Price per CCF	<b>75.9 Cents</b>	<b>75.9 Cents</b>	<b>75.9 Cents</b>
Statement Regarding Savings	Your energy supply price may not always provide you with savings.			
Deposit Requirements	Santanna does not require a deposit.			
Incentives	There are no incentive offers associated with this contract.			
Contract Start Date	Your service with Santanna should start after acceptance into the Natural Gas Choice Program beginning on a date set by your NGDC.			
Contract Term/Length	<b>12 Months</b>			
Cancellation/Early Termination Fees	If you decide to cancel after the rescission period and before the end of the Initial Term of this contract, an <b>early termination fee of \$120</b> will be charged.			
Renewal Terms	If you have a contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 45 to 60 days in advance and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain future options. If you do nothing after the initial term of this Agreement expires, your Agreement with Santanna will renew onto another product, depending upon product eligibility. However, the product price may change at time of renewal. Your price offering will be determined and provided to you near the expiration of this contract. You may cancel the renewal contract at any time, for any reason, with no cancellation fees.			
Right of Rescission	You may rescind this agreement with no penalty at any time before midnight of the third business day after receiving this Agreement. To do this, you may contact Santanna at 800-764-4427, or email us at <a href="mailto:customer@ses4energy.com">customer@ses4energy.com</a> .			

**Background:** Santanna Natural Gas Corporation d/b/a Santanna Energy Services and AAA Energy by Santanna ("Santanna" or "we" or "our") is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply natural gas services in Pennsylvania. Santanna's Pennsylvania license number is **A-2017-2592811**.

**Definitions:** "Natural Gas Distribution Company" ("NGDC") means a state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer. "Natural Gas Supplier" ("NGS") means an entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC. "Commodity Charges" means the charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (dekatherms).

**Terms of Service:** These terms and conditions together with the Contract Summary, and if applicable, your signed written enrollment form, electronic online enrollment record or recorded telephonic voice recording confirming enrollment consist of the agreement for natural gas service between you and Santanna ("Agreement"). You acknowledge and accept the following terms and conditions as part of your Agreement with Santanna. As an NGS provider, Santanna will supply natural gas services as required by your NGDC. Your NGDC shall be responsible for transporting, distributing, and delivering the natural gas to you, and will continue to respond to all service calls and emergencies. Switching to an NGS will not impact your gas service reliability. Commodity prices and charges are set by the NGS you have chosen. The PUC regulates distribution prices and services. Some Santanna products may contain a fixed fee that applies to your bill each month and does not change with your consumption of natural gas. You may see this referred to as an administrative fee, administration fee, participation fee, or subscription fee.

**Eligibility:** This Agreement is for residential and small commercial customers in your NGDC service territory. By entering into this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement is (are) residential account(s) and/or small commercial account(s), and the account information below is complete and accurate. You confirm that you are the customer of record for this natural gas account, and that you are authorized to make the supplier change for the account information shown below. Santanna reserves the exclusive right, at any time, not to enroll or to cancel service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of your NGDC. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 3,000 therms 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.**

**Initial Term of Service:** Your service with Santanna will begin on a date set by your NGDC. You will receive notification from your NGDC confirming your service enrollment with Santanna. Once your service begins, your service will continue for the number of months specified in the attached Contract Summary ("Initial Term"), unless terminated earlier in accordance with 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. During the Initial Term of this Agreement, you will pay Santanna for your supply service at the price set forth in the Contract Summary of this Agreement. This includes Natural Gas Commodity Charges and estimated Total State Taxes, but excludes distribution charges from your NGDC, applicable state and local Sales Tax. A monthly subscription fee may apply (please reference the Contract Summary). This fee is separate and is not included in your rate. The subscription fee may change after your Initial Term.

**Rescission Period:** You may rescind this agreement with no penalty at any time before midnight of the third business day after receiving this Agreement. To do this, you may contact Santanna at **800-764-4427** or email us at [customer@ses4energy.com](mailto:customer@ses4energy.com).

**Renewal Provisions / Agreement Expiration / Change in Terms:** Santanna reserves the right to propose new terms and conditions to this contract with adequate notice in accordance with applicable laws and the PUC. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately sixty (60) to seventy-five (75) days in advance and the second forty-five (45) days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do nothing after the Initial Term, your agreement with Santanna will renew onto the terms offered to you in your renewal notice. The renewal price will be determined near the expiration of this contract. The new contract may be cancelled at any time, for any reason, and does not contain any cancellation fees.

#### **Cancellation:**

**Customer Initiated Cancellation:** If you decide to cancel after the rescission period and before the end of the Initial Term of this contract, an **early termination fee of \$120** will be charged. Upon notice of cancellation in writing or by telephone at **800-764-4427**, Santanna will promptly submit your disenrollment to your NGDC. You may also contact your NGDC in writing, by phone, or electronically to cancel this Agreement using the NGDC's contact information listed below. It may take your NGDC additional time to complete the cancellation process, as required under program rules. You may be responsible for all charges through the date cancellation is finalized by your NGDC.

**Non-Payment:** If your natural gas service is terminated by your NGDC, then this Agreement is canceled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas service up to the date of termination.

**Company-Initiated Cancellation:** Santanna may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If Santanna cancels this Agreement, Santanna will provide you with written notice thirty (30) days in advance and your service will return to your NGDC's default natural gas supply service unless you choose another NGS.

**Relocation/Move:** If you move from the address listed below or are unable to pay due to disability or death, you may cancel this Agreement with no early termination fee. You will owe Santanna for amounts unpaid for its charges for natural gas service up to the date of cancellation.

**Billing:** For your convenience, you will continue to receive one bill each month from your NGDC including Santanna's charges and your NGDC's charges. You agree to pay your bill on time in accordance with your NGDC's billing and payment terms. If you have billing questions you can call Santanna's toll free customer service number at **800-764-4427** or your NGDC's customer service number listed below.

**Renewable Energy:** If you are enrolling in one of Santanna's clean, green, renewable, or environmental plans, they may be marketed under various brand names, such as "Earth Friendly" or "Renewable Energy." Santanna will purchase carbon offsets to attempt to match the amount of carbon emissions created by your natural gas usage. Santanna reserves the right to determine which carbon offsets it purchases, when to purchase and retire them, and in which registry to retire them.

**Agency:** You hereby authorize Santanna to obtain information from your NGDC that includes, but is not limited to: copies of a period of your invoices issued by the utility, utility account information, transcripts, phone number, billing history, payment history, historical and future natural gas usage, meter readings, and characteristics of natural gas service. Santanna will not disclose phone numbers, social security numbers and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting or assigning a customer contract to another NGS provider. You may rescind these authorizations at any time by providing written notice to Santanna by email, mail, or by phone. Santanna will maintain the confidentiality of customer personal information as required by applicable Commission regulations and Federal and State laws.

**Force Majeure:** Certain causes and events out of the control of Santanna may result in interruptions in service and affect the price of supplying natural gas. 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.

**Change in Law or Regulation:** In the event that any new, or any change in existing, statute, rule, regulation, order or other law or procedure or tariff promulgated by any government authority or utility, alters Santanna's costs to perform or its economic returns under this Agreement, Santanna will notify you of revised pricing under this Agreement. Upon notification, you will have thirty (30) days to choose to either continue this Agreement or terminate this Agreement without penalty.

**Title, Risk of Loss and Indemnity:** Title to natural gas will pass from Santanna to buyer when Santanna delivers it to the delivery point for your NGDC. Santanna will cease to have title to and risk of loss related to the natural gas when it is delivered to the delivery point for your NGDC.

**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 NATURAL GAS SUPPLY 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.

**Miscellaneous:** Santanna reserves the right to assign this Agreement without your consent to another NGS, including any successor, in accordance with rules and regulations of the PUC. You may not assign this Agreement, in whole or in part, without the prior written consent of Santanna. Your terms and conditions will remain unchanged. In the event of an assignment, Santanna will provide you with notice thirty (30) days prior to the effective date of the assignment in accordance with PUC regulations. If due to a change in market conditions, Santanna wishes to lower the price per unit of commodity 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 Natural Gas 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.

**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 Pennsylvania Public Utility Commission (PA PUC) 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 PA PUC complaint. **THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE PA PUC 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 Pennsylvania 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 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.

**Questions, Complaints and Concerns:** For any questions or concerns, contact Santanna customer service by phone weekdays from 8:00 a.m. - 7:00 p.m. EST, and Closed on Saturdays at **800-764-4427**, by fax at 1-800-877-0673, in writing at 7000 N Mopac Expwy, STE 200, Austin, TX 78731 or via our web site at [www.santannaenergyservices.com](http://www.santannaenergyservices.com). For issues regarding volume or metering, you may also contact your NGDC by telephone or in writing using the NGDC's contact information listed below. If you are not satisfied with the response, or to obtain education materials contact the Pennsylvania Public Utility Commission (PUC) Bureau of Consumer Services at: 1-800-692-7380, online at: [www.puc.pa.gov](http://www.puc.pa.gov), or by mail at: P.O. Box 3265 Harrisburg, PA 17105-3265. Information about shopping for a gas supplier is available at: [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Public Utility Commission, by calling the Commission at: (800) 692-7380 and at the Pennsylvania Office of Consumer Advocate at (800) 684-6560 or it's website at: [www.oca.state.pa.us](http://www.oca.state.pa.us).

**Your NGDC Contact Information:**

Philadelphia Gas Works  
2152357077

**[www.pgworks.com](http://www.pgworks.com)**

800 West Montgomery Avenue Philadelphia, PA 19122