



Energy Harbor LLC
Ohio Electric Supply Agreement Pricing Attachment – Small Commercial

By executing this completed Pricing Attachment, Customer acknowledges agreement with the Terms and Conditions (together the "Agreement").

CUSTOMER INFORMATION:

Company:					
Billing Address:					
City:		State:		Zip:	
Contact Phone:		Email:			

ACCOUNT INFORMATION (if more than 1 account, please complete page 2):

Account #:					
Service Address:					
City:		State:		Zip:	
Mailing Address:					

EDC/Electric Utility (Check One):

<input type="checkbox"/> AEP – Columbus Southern	<input type="checkbox"/> AEP – Ohio Power	<input type="checkbox"/> AES Ohio (formerly DP&L)
<input type="checkbox"/> Duke Energy	<input type="checkbox"/> Ohio Edison	<input type="checkbox"/> The Illuminating Co.
<input type="checkbox"/> Toledo Edison		

Contract Term:

_____ Months

Price Structure: Fixed

Generation/Supply Price	Contract Start Date (MM/YY)*
_____ \$/kWh	_____/____

**The Contract Start Date is an estimate only and shall be determined by the Electric Utility in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date upon which the Electric Utility determines to switch the Customer.*

I hereby agree to purchase electricity from Energy Harbor under the Terms and Conditions that were included and presented with this offer. I understand and agree to those Terms and Conditions. I affirm that I am an authorized representative of the company listed below and that I have the authority to make decisions on behalf of the company regarding its choice of Energy Harbor for its electric generation supplier. Energy Harbor has my permission to obtain the past and current electric usage data of the company for the accounts listed below.

Accepted and Agreed to:

Customer

Sign: _____

Print Name: _____

Title: _____

Date: _____

Energy Harbor LLC

Sign: _____

Print Name: _____

Title: _____

Date: _____



Energy Harbor LLC
Supply Agreement Pricing Attachment – Additional Accounts

ACCOUNT INFORMATION (Only to be used if more than 1 account from Page 1. Please attach as many additional pages as necessary.)

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

These Terms and Conditions together with the enrollment materials are your agreement (“Agreement”) for electric generation service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility (“EDU”), based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system. *RTO* – Regional Transmission Organization.

Right of Rescission: Once you have been enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. If you are a small commercial customer with total annual usage below 700,000 kilowatt-hours (“kWh”), you have a right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

Eligibility: Any small commercial customer accounts (referred to here as “Customer”) with annual usage that does not exceed 700,000 kWh per account and does not exceed two (2) million annual kWh in aggregate for multiple accounts are eligible for this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a fixed price for combined electric Generation and Generation Related Charges, specified in the Pricing Attachment as the “Generation/Supply Price”, which is made part of these Terms and Conditions by reference. In addition to Energy Harbor’s charges, you will be charged by your EDU for distribution and various other charges.

Length of Agreement: Your service from Energy Harbor will commence with the next available meter reading following the applicable seven (7) day rescission period, the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the **Customer Consent and Information Release Authorization** paragraph below), and the processing of the enrollment by your EDU. Your service will continue until the meter read date for the last month of service as specified in your offer materials from Energy Harbor. Due to a change in market conditions, if Energy Harbor wishes to lower the price per kilowatt hour charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the enrollment materials. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor 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 will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

Penalties, Fees and Exceptions: Your EDU may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside the CRES provider’s service area or into an area where the CRES provider charges a different price, by providing Energy Harbor with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly



provided herein, or fail to make payment as required by this Agreement, you will be charged any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the Generation/Supply Price at the time of execution of the applicable Pricing Attachment, less the market value of Customer's electricity supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond Energy Harbor's reasonable control. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if the pricing provided by Energy Harbor herein is appropriate based on the information Energy Harbor receives from the EDU, or if the customer's credit is not satisfactory. Consistent with applicable law, Energy Harbor uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Energy Harbor to perform a credit check on you. If you fail to pay your invoices on time, you authorize Energy Harbor to report such failures to one or more credit reporting agencies. If Energy Harbor accepts the enrollment request, Energy Harbor will send you a countersigned Pricing Attachment. If Energy Harbor rejects the enrollment request, you will be notified. You agree that Energy Harbor is not liable for any damages which may be caused by a decision to reject an enrollment request by Energy Harbor or the EDU. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of any applicable rescission period and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration / Automatic Renewal: At the end of its term, this Agreement will automatically renew on a month-to-month basis without additional notification, unless you or Energy Harbor affirmatively cancel the Agreement ("Renewal Term"). During the Renewal Term, the Terms and Conditions shall remain the same except that the Generation/Supply Price shall be a variable price that may be higher or lower each month and will be determined in Energy Harbor's sole discretion, based upon generally prevailing market and business conditions for electricity in the PJM market (including but not limited to Energy Harbor's cost to provide service and supply, margin, losses, capacity, ancillary services and other RTO charges) at the applicable EDU load zone or equivalent for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one billing month to the next. For customers that consume 700,000 kWh per year or less, you will receive written notification(s) from Energy Harbor in the forty-five (45) to ninety (90) days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. You are responsible for arranging your electric supply upon the expiration of the Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.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) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's 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. Energy Harbor's environmental disclosure statement is available for viewing on our website – www.energyharbor.com. You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or



terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.