

Rate Type: Introductory Monthly Variable Rate
Rate Amount: 39.9 cents/Ccf
“Initial Term”: One Month
Early Termination Fee: None

Provision Power and Gas Terms and Conditions
Version V.W2.01

Provision Power & Gas, LLC (“PROVISION”) is licensed by the Public Utilities Commission of Ohio (“PUCO”) to provide natural gas to Vectren Energy Delivery of Ohio (“Vectren”) customers through the *Customer Choice* Program. This document outlines Provision Power & Gas’s Terms of Service (“Agreement”) and is effective as of the customer’s enrollment date. By enrolling with Provision Power & Gas, the customer consents to this Agreement.

Term: PROVISION agrees to supply Vectren with natural gas which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer’s meter reading dates and until cancelled by notice as provided by this Agreement. At the end of the Initial term, the customer will default to PROVISION’s monthly variable rate plan. The monthly variable rate varies based on weather, supply, demand, and profit. The customer may also contact PROVISION to enroll in an available rate plan. The PROVISION rate excludes taxes and delivery fees.

Cancellation/Changes: The incumbent natural gas company will send a confirmation notice of the transfer of service, and the customer is allowed a seven business day period from the Utility’s confirmation notice postmark date (“Rescission Period”) to rescind the enrollment without an Early Termination Fee. Cancellations made after the Rescission Period may be subject to an Early Termination Fee. Any Early Termination Fees are noted above.

This Agreement may be cancelled by the customer by contacting PROVISION. PROVISION agrees to submit the customer’s cancellation to Vectren within three (3) business days of receipt of notice, after which time the customer’s account will be re-assigned according to Vectren’s policies. PROVISION may also cancel this Agreement with seven (7) days written notice or immediately upon the customer’s violation of a Provision Power and Gas or Vectren policy. Unless required by governing law (including but not limited to a Utility service change, change in law, or other regulatory order), PROVISION make changes to this Agreement with thirty (30) days written notice before such changes. **If, due to a change in market conditions, PROVISION wishes to lower the price per Ccf, it may do so without consent provided there are no other changes to the terms and conditions of the contract.**

Billing: The customer will continue to receive a monthly bill from Vectren. This bill will include applicable fees and charges from Vectren and the Commodity (PROVISION) Charge. All billing terms and conditions set forth by Vectren and the Vectren Tariff apply. The customer authorizes PROVISION to obtain billing and usage history from Vectren in order to service the customer’s account. The customer is responsible for providing Vectren with accurate account information, including telephone numbers and mailing addresses. PROVISION is not responsible for any late charges, cancellation fees, or billing disputes between the customer and Vectren or another supplier.

Moving/Termination: This Agreement will automatically terminate if the customer relocates outside the Vectren service territory, if the requested service location is not served by PROVISION, or if the customer

In the event of a natural gas emergency, please call 911.

returns to his/her incumbent natural gas company's applicable tariff service. In the event the customer relocates within the Vectren service territory, the customer agrees that Vectren may provide PROVISION with new account information and meter readings in order to continue service. PROVISION may assign this Agreement subject only to regulatory approvals. The customer has a right to terminate this Agreement without penalty in the event the customer relocates outside the service territory of Vectren or within the service territory of an incumbent natural gas company that does not permit portability of the Agreement.

Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Agreement is for residential and small commercial customers in the Vectren territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. PROVISION is not responsible for any decision arising out of Vectren regarding the termination of customers from any Vectren service. In the event of a *Force Majeure* as defined by Vectren or any transmitting or transporting entity, PROVISION is not responsible for supplying natural gas.

Entire Agreement: This document represents the entire agreement between PROVISION and the customer and supersedes all other agreements that have come before it.

Privacy Policy: PROVISION will not disclose the customer's personal information, including account number, social security number, or any customer information to any third party without the customer's affirmative written or electronic consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code.

Disclosures, Contacts, and Dispute Resolution: Billing and metering issues should be addressed with Vectren using the information on the customer's bill. For other inquiries, the PROVISION customer care desk is available during normal business hours at: 1-800-930-5427 or care@provisionpg.com. Mailing address: P.O. Box 6036, Austin, TX 78762. If the customer's complaint is not resolved after speaking with Provision Power and Gas, or for general utility information, residential and business customers may contact PUCO: 1-800-686-7826 TDD/TTY: 1-800-686-1570 from 8:00AM – 5:00PM EST Weekdays or at www.puco.ohio.gov. The Ohio Consumers' Counsel represents residential utility customers in matters before PUCO: 1-877-742-5622. PROVISION is not responsible for any switching fees that may be assessed by your incumbent natural gas company. The customer has the right to request up to twenty-four months of his/her payment history from PROVISION. Should the customer fail to pay the bill or meet any agreed-upon payment arrangement with the incumbent natural gas company, the customer's service may be terminated in accordance with the incumbent natural gas company's tariff, and the customer's contract with its retail natural gas supplier may be automatically terminated. The customer may stay with the incumbent natural gas company if he or she chooses.