

## Frontier Utilities Northeast, LLC

5161 San Felipe • Suite 320 • Houston, TX 77056 • 1-877-636-3450 • [www.frontierutilities.com](http://www.frontierutilities.com)

Customer Service Hours: Monday – Friday 7am – 6pm CT, Saturday 8am – 2pm CT

### OH Frontier Online Premier-6 – Duke Energy

### Electric Supply Product Disclosure Summary

Document Effective Date: 7/26/2017

<b>Contract Term/Length</b>	6 months
<b>Price Structure</b>	Fixed
<b>Supply Price per kWh</b>	6.6 ¢
<b>Monthly Electric Management Fee</b>	\$0
<b>Cancellation/Early Termination Fees</b>	\$10.00 for each remaining month on your contract
<b>Deposit Requirements</b>	None
<b>Contract Start and End Dates</b>	Service with Frontier Utilities will begin on the meter read date set by your Electric Distribution Utility (unless the parties otherwise agree). This is estimated to be in August 2017. Service is expected to end 6 months after the starting meter read, estimated to be in February 2018.
<b>Renewal Terms</b>	<b>The renewal is automatic and does not require your affirmative consent, although there may be a change to the price or the terms and conditions of the Agreement.</b>
<b>Competitive Retail Electric Service (CRES) Provider Information</b>	Frontier Utilities Northeast, LLC (“Frontier Utilities”) 1-877-636-3450 <a href="http://www.FrontierUtilities.com">www.FrontierUtilities.com</a>
<b>Electric Distribution Utility Information</b>	Duke Energy Ohio 1-800-544-6900; <a href="http://www.duke-energy.com">www.duke-energy.com</a> Your Electric Distribution Utility is responsible for distribution charges, as well as any emergencies, leaks, etc.

# Frontier Utilities Northeast, LLC

## Ohio Supply Agreement

### Residential & Small Commercial

### Terms of Service

#### Competitive Retail Electric Service (CRES) Provider Certification No. 14-795E (2)

Version Date: 7/18/2017

This is an agreement between the Competitive Retail Electric Service Provider ("CRES"), Frontier Utilities Northeast, LLC ("Frontier", "us"), and the customer ("Customer", "you") under which Customer shall initiate electricity service and begin enrollment with Frontier (the "Agreement", "Contract"). Subject to the terms and conditions of this Agreement, Frontier agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as provided by your Electric Distribution Utility ("EDU"), necessary to meet Customer's residential or small commercial requirements based upon consumption data obtained by Frontier, upon the electricity delivery schedule of the EDU, and is subject to change. The EDU will continue to deliver the commodities supplied by Frontier. This Agreement is only valid for Residential meters and Small Commercial meters with annual usage less than 700,000 kWh or as defined by the Ohio Revised Code.

#### The Parties hereby agree as follows:

**1. Purpose:** The purpose of this Agreement is to authorize Frontier to become Customer's retail electric service provider and, by signing below, Customer authorizes Frontier to undertake whatever steps are necessary to accomplish Customer's switch. Frontier will begin providing electric service(s) to Customer on the next applicable meter read date after the EDU processes Customer's enrollment and Customer's service will continue throughout the term of this Agreement. Frontier's electric energy service will be delivered to Customer's residence using EDU's electricity distribution wires. Customer represents and warrants that the electricity supply being purchased under this Agreement is to be used solely for residential or small commercial purposes. Frontier's obligations under this Agreement are conditioned on Customer providing complete and accurate information and on Customer remaining an EDU distribution customer throughout the Term under the applicable residential or small commercial electric rate class without delinquent payments or an active payment arrangement at the time of enrollment. The supply will be delivered to Customer's meter(s) whereupon Customer shall be deemed to have full possession and control of such supply.

**2. Rescission Period:** Customer will receive notice from their EDU confirming Customer's selection of Frontier as its electric supplier. Residential and Rate Class GS1 Customers will have seven (7) calendar days from the

date of the confirmation notice to contact the EDU and rescind its selection. Customers with the Rate Class GS2, 3, and 4 must contact Frontier directly to stop the switch within the same seven (7) calendar day period. This Agreement is not binding until the seven (7) day rescission period has expired and Customer has not rescinded the selection of Frontier as its electric power supplier. (For contact information, please see the end of this document.) Please contact Frontier at 1-877-636-3450 should you have questions regarding the rescission period.

**3. Pricing:** For all products, your price per kWh will include all applicable components for the state and EDU where the service is being provided such as, but not limited to:

- Generation Charge
- Ancillary Charges
- Cost of Capacity
- Line losses
- Adder (determined solely at the discretion of Frontier Utilities)
- Sales and use tax for services provided under this Contract.

Your Price per kWh does not include:

- Delivery and Distribution Charges as charged by the EDU
- Applicable state or local tax or other EDU charges (e.g., out of cycle meter reading fees, meter test fees, disconnection and reconnection fees, etc.)
- Monthly Electric Management Fee, the amount of which, if applicable, is specified in the above Disclosure Summary.

You acknowledge that the rate selected during enrollment is subject to our verification of your EDU service territory, rate class, and historical usage/demand levels. If we find your meter(s) do not match the EDU territory, rate class, or usage/demand thresholds as stated during enrollment, we may switch you to an appropriate product for your meter, as determined in our sole discretion, by providing you with fourteen (14) days' advance written notice of the change. You will have the right to cancel this Contract without fees or penalties prior to the date of the change in product as stated in your notice. If you do not cancel your Contract with us before the start date, the change in product will become effective as of the date stated in your notice.

Please see paragraph below for the type of product as disclosed in your Product Disclosure Summary.

**Fixed:** If a Customer enrolls on a fixed product, Customer will pay the fixed price listed for the term of this agreement, as outlined in the Product Disclosure Summary. If, due to a change in market conditions, Frontier wishes to lower the price per kWh charged to the Customer under an existing contract, Frontier may do so without consent provided there are no other

changes to the terms and conditions in this Contract. Customer will incur additional service and delivery charges for the EDU's services.

**Variable:** Customers on a variable plan will pay a variable price per kWh that may vary monthly, without limits, in Frontier Utilities' sole discretion. You will receive notice of any price change when the price takes effect (i.e., when you receive your bill with the new price). You may monitor the Price for Variable Rate Plans by visiting [www.frontierutilities.com](http://www.frontierutilities.com), or by calling Customer Care at 1-877-636-3450. Customer will incur additional charges for the EDU's services.

**Pricing Notice for Commercial Customers Only:**

**Material Adverse Change:** In the event Customer's total power usage under the Agreement for any calendar month during the Term should ever (i) exceed the power quantities for such month (as listed in Exhibit B) by more than 25% (an "Excess Usage Event"), or (ii) be less than 75% of the power quantities for such month (an "Under Usage Event") then upon the second such occurrence of either an Excess Usage Event or Under Usage Event, Frontier shall have the right to bill for any future Excess Usage Event or Under Usage Event as follows:

**Excess Usage Event:** If Customer's total consumption of Power for all Premises in a calendar month exceeds 125% of the total amount listed in Exhibit B for such month, then Frontier may charge Customer 105% of the Market Price (as defined below) multiplied by the Excess Quantity. The "Excess Quantity" shall mean [(the aggregated quantities actually consumed by Buyer during the month) minus (125% of the aggregated monthly contract usage quantities listed on Exhibit B for the applicable month)].

**Under Usage Event:** Except to the extent caused by a Force Majeure event or Frontier's breach, if Customer's total consumption of Power for all service addresses in a calendar month is less than 75% of the total amount listed in Exhibit B for such month, then, in addition to paying for the Power actually consumed, Customer agrees to pay Seller for the cost of liquidating the Shortfall Quantity. The "Shortfall Quantity" shall mean [(75% of the aggregated monthly contract usage quantities listed on Exhibit B for the applicable month) minus (the actual aggregated quantities consumed by Customer during the month)]. The cost of liquidating the Shortfall Quantity shall be calculated as follows: [(the Shortfall Quantity) multiplied by (the Contract Price minus 95% of the Market Price)].

**Market Price:** The "Market Price", for purposes of Excess Usage Events and Under Usage Events shall be the Load Weighted Average of the Real Time Settlement Point Price(s) (RTSPP) for the applicable load zone(s) where the Premises are located in the applicable month; plus all charges as reasonably determined by Frontier Utilities associated with Ancillary Services, Renewable Energy Credit Charge, Frontier Margin, Congestion (including but not limited to the Reliability Unit Commitment charges), Line Losses (Transmission and Distribution provider), Market Clearing Price for

Capacity, PJM Administration Fee/ISO Fees, and UFE. For any interval in which the RTSPP is less than zero, the value of the RTSPP shall be deemed to be zero. The Load Weighted Average shall be equal to the sum of the total usage of each Premise inside a load zone divided by the sum of total usage for all Premises.

**Other Pricing Information:** For 100% renewable price plans, we purchase and retire Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage.

**4. Billing and Payment Terms:** You will receive a single bill from your EDU for the cost of your electric generation (as determined by Frontier and described in the Product Disclosure Summary), as well as the EDU's Distribution and Transportation Charges, and state and local taxes. You will pay your bill in accordance with the EDU's billing and payment terms. Your payment will be due to the EDU by the date specified in the bill. See Sections 5 and 8 below for information regarding late payment penalties. You agree to accept the measurements as determined by the EDU for purposes of determining your electricity usage pursuant to Section 7 below. Your EDU may offer you budget billing or other payment plans, however Frontier does not offer budget billing for the generation portion of the bill. You have the right to request twice within a twelve (12) month period, up to twenty-four (24) months of your payment history for services rendered by Frontier without charge to you.

**5. Failure to Pay:** In the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement while under the Initial Term or during the Renewal Period, your service may be terminated in accordance with the EDU's tariffs and your contract with Frontier may be automatically terminated, leading to late fees and/or early termination penalties (See Section 8 for more information). Frontier may cancel this Agreement for nonpayment upon fourteen (14) calendar days' advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to Frontier, including any applicable early termination fee, or to your EDU for service, up to the date of such disconnection and/or cancellation.

**6. Switching:** If you change your electric supplier, your EDU may apply a switching fee. If you return to your EDU after switching to a retail energy service provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU. Frontier cannot guarantee a switch of Customer's account to Frontier will occur by a specific date and Frontier will not be liable for delays in the process.

**7. Metering:** Customer agrees to accept the measurements as determined by their EDU for the purposes of accounting for the electricity supplied under this Agreement. If EDU is unable to read Customer's meter, it will estimate Customer's usage and Customer's

charges will be calculated accordingly and adjusted on a future bill. Frontier reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions. Customer may adjust invoices for any usage errors in accordance with applicable EDU rules.

**8. Fees:** Frontier will not charge Customer for starting or stopping this Agreement if accomplished within the terms of this Agreement. This does not prohibit an early termination fee or other penalty for failure to adhere to this Agreement.

**Early Termination Fee:** If Customer switches away from Frontier to receive similar service from any other entity during the contract period indicated on the Product Disclosure Summary, or if Customer is returned to their EDU due to nonpayment, Frontier may charge an Early Termination Fee ("ETF"). The ETF amount is indicated on the Product Disclosure Summary and may be a flat fee or a certain amount multiplied by remaining months between the switch-out date and contract end date. Frontier will not charge an ETF to a customer on a Variable month-to-month plan.

**Late Fees:** If Customer fails to remit payment to their EDU by the due date on the bill, Frontier may apply a onetime 5% late fee to the balance. In addition, all invoiced balances not paid in full by the due date are subject to EDU's late payment policies and procedures. Acceptance by your EDU of any partial payment from you will not relieve you of your obligation to pay the full amount owed.

**Collection Fees:** Customer shall be responsible for any and all collection costs incurred by Frontier.

**9. Length of Contract; Term:** This Agreement shall commence on the first available switch date, and shall continue in effect for the period stated in the Product Disclosure Summary, unless sooner terminated as provided in this Agreement. Frontier will notify Customer at least forty five (45) days but not more than ninety (90) days prior to the date upon which the service contract term ends that their contract is expiring. Frontier will send a secondary notice which will include information regarding the renewal product. After the initial term and unless terminated by Frontier or the Customer pursuant to Section 15 below, this Agreement will automatically renew on a month-to-month basis at that non-fixed rate. **The renewal is automatic and does not require your affirmative consent, although there may be a change to the price or the terms and conditions in this Agreement.**

**10. Assignment and Binding Effect:** Customer may not assign the Agreement, in whole or in part, or any of Customer's rights or obligations under the Agreement without Frontier's prior written consent. Frontier may,

without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Contract or its accounts, revenues, or proceeds, or (ii) assign this Contract to an affiliate of Frontier Utilities or to any other person or entity succeeding to all or a substantial portion of the assets of Frontier Utilities. If either of these events occur, you will receive written notice at least fourteen (14) days before the transaction. Any assignment in violation of this Section shall be void.

**11. Change in Fixed Product Pricing and Other Terms:** Notwithstanding any other provision of this Agreement, this Agreement may be changed by Frontier upon the occurrence of any event beyond its reasonable control that increases the obligations of Frontier or the cost of performing such obligations under this Agreement. If Frontier requests such a change, Frontier will provide Customer with a notice of the changed prices and/or terms and conditions and Customer will have an opportunity to terminate this Agreement without any further obligation by notifying Frontier in writing. If Customer terminates, Customer's electric service will terminate effective as of the next meter read date after the notice period. Customer will remain responsible for payment of all electricity supplied by Frontier prior to such termination date but Frontier will not assess a termination penalty.

**12. Information Release Authorization:** Throughout the term of this agreement, Customer authorizes Frontier to obtain information from Customer's EDU that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on Customer's bill from EDU, billing and payment information from EDU. Customer authorizes Frontier to release such information to third parties that need to know such information in connection with Customer's electric service and to Frontier's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. If Customer fails to remit payment in a timely fashion, Frontier may report the delinquency to a credit-reporting agency. Frontier will not disclose Customer's social security number and/or account number(s) without the Customer's express written consent except for purposes of Frontier's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to 4928.52 of the Revised Code, or in assigning a Customer Contract to another CRES.

**13. Termination:** The contract will automatically terminate if any of the following occurs: 1) the requested service location is not serviced by the EDU; 2) the Customer moves outside the EDU service area or to an area not served by Frontier; 3) Frontier returns the Customer to the Customer's EDU's applicable tariff service, provided that Frontier is permitted to terminate

the contract under the terms and conditions of this Contract.

**Our Right to Cancel:** We may cancel this Contract if you fail to pay amounts due to us or otherwise fail to perform your obligations under this Contract. We may also cancel this Contract: (i) if your EDU is unable to read your meter for three (3) months in a row; (ii) if at any time you request separate bills from your EDU and Frontier; (iii) if the EDU removes you from their consolidated billing program and requires that Frontier Utilities bill you separately for your electric generation; (iv) if for any reason Frontier Utilities is no longer able to economically continue this Contract; (v) if you have an outstanding payment arrangement with your utility; (vi) due to a change in law or other act beyond Frontier's reasonable control (see section 16), Frontier is no longer able to serve you; or (vii) if the information provided by you is or becomes untrue. We will notify you in writing at least fourteen (14) days prior to cancellation of this Contract.

**Customer's Termination Rights:** If Customer moves outside Frontier's service area or into an area where Frontier charges a different price, this Agreement may be terminated without penalty. Customer may terminate this Agreement during a month-to-month renewal period upon fourteen (14) days' notice effective as of the end of the next applicable meter read date after expiration of the required notice period. See Section 15 for more information on Transfers of Service.

**14. Transfers of Service:** If Customer moves premises within the same-priced service area, Customer may choose to continue their existing contract or establish a new contract with Frontier at the new premise. Customer shall give Frontier fourteen (14) days' notice of intent to continue with Frontier at the new location. Frontier will enroll customer and will become Customer's CRES as of the new premise's next meter read. If the premise has a new meter, the EDU must provide service for one billing cycle, after which time Frontier may become the Customer's CRES.

**15. Force Majeure:** Frontier will make commercially reasonable efforts to provide electricity hereunder but Frontier does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Frontier ("Force Majeure Events") may result in interruptions in service. Frontier will not be liable for any such interruptions caused by a Force Majeure Event, and Frontier is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the EDU system, non-performance by the EDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority included but not limited to the

Ohio PUC (see Section 18), or any other cause beyond Frontier's control.

**16. Regulatory Changes:** If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Frontier shall have the right to modify this Agreement to reflect such Regulatory Change by providing written notice of such modification to the Customer. Customer will have an opportunity to terminate this Agreement without any further obligation by notifying Frontier in writing. If Customer terminates, Customer's electric service will terminate effective as of the next meter read date after the notice period. Customer will remain responsible for payment of all electricity supplied by Frontier prior to such termination date but Frontier will not assess a termination penalty. If Customer remains with Frontier, Customer will have seven (7) calendar days from the postmark date of Frontier's confirmation notice to cancel the revised contract without penalty.

**17. Environmental Disclosure:** You may access Frontier Utilities' Environmental Disclosure Information sheet associated with your account via the following link: <http://www.frontierutilities.com/OHED17.pdf>. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

**18. Governing Law: Venue** for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Ohio. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Ohio without giving effect to laws and rules governing conflicts of laws.

**19. Limitation of Liability: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.**

**20. Entirety of Agreement / Modification of**

**Agreement:** It is the intention of the Parties that this Agreement contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes all prior agreements, written or oral. No statement, promise or inducement made by either Party not contained in this Agreement shall be valid or binding. Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

**21. Dispute Resolution:** Customer shall contact their EDU for billing disputes, and Frontier for Terms of Service disputes. If there is a good faith dispute by Customer regarding any invoice, Customer will pay the undisputed amount of any invoice by the applicable due date and the Parties will attempt to expeditiously resolve the dispute.

Frontier will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Frontier and/or your EDU, 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 eight a.m. to five p.m. weekdays, or at [www.puco.ohio.gov](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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**22. CONTACT INFORMATION:**Frontier Utilities Northeast, LLC

5161 San Felipe, Suite 320

Houston, Texas 77056

Toll Free: 1-877-636-3450

Hours of Operation: Monday – Friday, 7AM – 6PM CDT, Saturday 8AM – 2 PM CDT

Website: [www.frontierutilities.com](http://www.frontierutilities.com)

Email: [care@frontierutilities.com](mailto:care@frontierutilities.com)

CRES Provider Certification No. 14-795E (2)

CRNGS Provider Certification No. 14-348G (2)

American Electric Power (AEP) Ohio

Website: [www.aepohio.com](http://www.aepohio.com)

Toll Free: 1-800-672-2231

Mailing Address:

P.O. Box 24401

Canton, OH 44701-4417

interruption or other emergency, Customer should immediately call their EDU. Customer should then call Frontier at 1-877-636-3450.

**Emergency Service:** The EDU will respond to outages and emergencies. In the event of electricity service