



**Entrust Energy East, Inc.**  
**Ohio Terms of Service for Commercial Customers**  
**Phone: 888.521.5861 Fax: 888.535.6340**

**Agreement for Service.** The Terms of Service and Pricing Attachment (collectively, the “contract” or “Agreement”) describe the agreement between Entrust Energy East, Inc. (“Entrust Energy”) and you (the “Customer”) under which Customer shall purchase and Entrust Energy will supply all the Customer’s electricity supply requirements for the Term of our Agreement. You are a “Small Commercial Customer” if you consume less than 700,000 kWh annually and are not otherwise a Mercantile Customer as defined by the Ohio Revised Code. This Agreement supersedes any oral or written statements previously made in connection with this Agreement. You understand that Entrust Energy is a Competitive Retail Electric Service (CRES) provider of energy and not the Electric Distribution Utility (“EDU”). Your EDU will continue to deliver electricity to your home or business, respond to emergencies, and bill you for EDU and Entrust Energy services. Your EDU may charge you a switching fee.

**Right of Rescission.** A Small Commercial Customer may rescind this Agreement for 7 calendar days following postmark of the confirmation notice from the EDU by calling the EDU and following the instructions in the confirmation notice. The Right of Rescission applies only to switches to Entrust Energy and not to renewals.

**Term.** Entrust Energy will begin supplying Customer’s electricity when the EDU switches your account to Entrust Energy at the next available meter reading date. Service shall continue for the period of time indicated on your Pricing Attachment (the “Initial Term”). The Agreement will automatically renew at a month-to-month Variable Rate Plan which may involve a change in the rate or other terms and conditions. Entrust Energy will provide Customer with 30 days advance written notice of any material change to the Agreement, and such changes will become effective as indicated unless Customer notifies Entrust Energy that Customer wishes to terminate the Agreement. Upon notice of material change, Customer may terminate Agreement without penalty.

**Pricing.** Entrust Energy offers various rate plans as described below. Customer’s service plan will be confirmed in the Pricing Attachment. Customer’s bill for electricity supply will be calculated by multiplying 1) the applicable monthly rate by 2) the amount of electricity consumed during the billing period, as determined by the EDU.

1. Fixed Rate Plan. The rate per kilowatt-hour (kWh) is as indicated on the Pricing Attachment and will not change during the Initial Term.
2. Indexed Rate Plan. The rate per kWh will be determined by formula(s) that will be explained in your Pricing Attachment and the formula(s) will apply uniformly during the Initial Term.
3. Variable Rate Plan. The rate per kWh may be adjusted monthly to reflect market conditions, including market pricing of commodity, transportation, profit, and other market price factors. Service continues on a month to month basis and may be cancelled by the Customer at any time without penalty.

Rates exclude EDU delivery costs (which are additional) and applicable state and or local taxes, which will be billed by the EDU.

**Billing.** You will receive a single bill from the EDU for EDU delivery charges and Entrust Energy electricity supply charges. If EDU does not purchase receivables, Customer may be required to pay a deposit that will not exceed 2 months estimated billing. Interest is not paid on deposits. Customer must pay EDU bill as directed. If Customer does not pay the bill, Customer may be subject to termination of service under provisions contained in the EDU tariff and established by the Public Utilities Commission of Ohio (“PUCO”), Entrust Energy may terminate this Agreement upon 14 days advance notice, and Customer will be subject to a late payment fee of the lower of 1.5% per month or the highest amount permissible under applicable law. Entrust Energy does not offer budget billing for electricity supply charges. All returned checks will be subject to the maximum fee allowed by law.

**Cancellation.** If Customer cancels this Agreement after the Rescission Period but before the expiration of the Term of the Agreement, an Early Termination Fee may apply. The amount of the Early Termination Fee is \$250 for a Small Commercial Customer; otherwise it is the positive difference between the contract price and market price times estimated volume that would have been supplied but for the early termination, plus costs and expenses incurred but not recovered by Entrust Energy because of the early termination. The Early Termination Fee is not a penalty but is designed to compensate Entrust Energy for the cost of buying electricity for the Customer in advance. Customer remains responsible for all charges until the EDU transfers the Customer’s account to another supplier or to the EDU. A Small Commercial Customer may terminate the Agreement without penalty due to relocation to a different EDU service area. A customer switching back to their EDU for electricity supply may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU.

**Other Disclosures.** You may access information on generation resource mix and environmental characteristics of the electricity supplied to you at [www.entrustenergy.com](http://www.entrustenergy.com). Customer has the right to request from Entrust Energy, twice within a 12-month period, up to 24 months of payment history, without charge.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Entrust Energy. Entrust Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier or other entity as authorized by the PUCO.

**Information Release Authorization.** Customer authorizes Entrust Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the EDU: consumption history; billing determinants; utility account number; and credit information. This information may be used by Entrust Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Entrust Energy. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice to or calling Entrust Energy. Entrust Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Entrust Energy is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Entrust Energy'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.

**Dispute Resolution.** Customer may call Entrust Energy with any questions or concerns about this Agreement or service from Entrust Energy. Entrust Energy will respond to all complaints in good faith and will make every effort to address the concern. 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 eight a.m. to five 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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**Agency.** Customer hereby appoints Entrust Energy as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the EDU needed to deliver electricity to the Customer's premises.

**Warranty.** This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Entrust Energy. Entrust Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Entrust Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure.** Entrust Energy will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Entrust Energy ("Force Majeure Events") may result in interruptions in service. Entrust Energy will not be liable for any such interruptions caused by a Force Majeure Event, and 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, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility 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 or any other cause beyond Entrust Energy's control.

**Liability.** The remedy in any claim or suit by Customer against Entrust Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Entrust Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**Choice of Laws.** 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 shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

**Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Entrust Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Entrust Energy and hold Entrust Energy harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**Changes in Law or Regulation.** If at some future date there is a change in any law, rule, regulation or pricing structure whereby Entrust Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Entrust Energy shall have the right to cancel this Agreement on 15 days' notice to Customer. If the Agreement is cancelled, no Early Termination Fee will apply.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**CRES Contact Information.** Customer may contact Entrust Energy's Customer Service Center at 1. 888.521.5861, Monday through Friday 8:00 a.m. - 7:00 p.m. EST. Customer may write to Entrust Energy at: **Entrust Energy East, Inc. 1301 McKinney, Suite 1250, Houston, Texas 77010.**

**EDU Contact Information.** You should contact your EDU in case of emergency. Contact numbers are listed below:

American Electric Power (AEP):	800.277.2177	Dayton Power & Light:	800.433.8500
Duke Energy Ohio:	800.544.6900	First Energy – Cleveland Electric:	800.589.3101
First Energy – Ohio Edison:	800.633.4766	First Energy – Toledo Edison:	800.447.3333