



**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/19/2018**



Cleveland, OH 44108

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. **(D)** Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your utility (ies). **(F)** Your incumbent natural gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

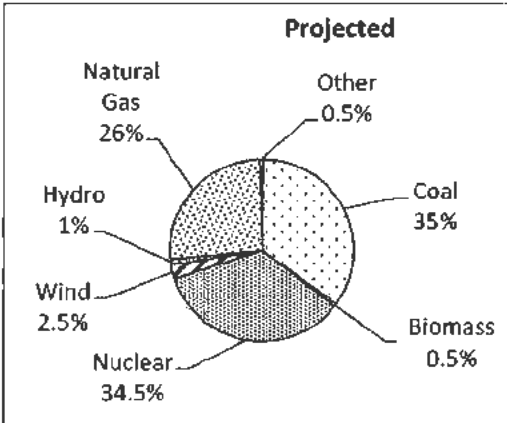
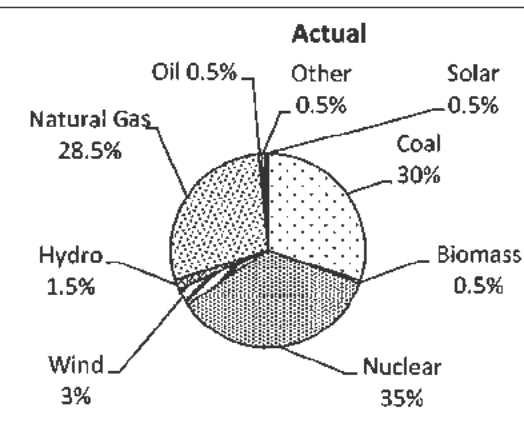
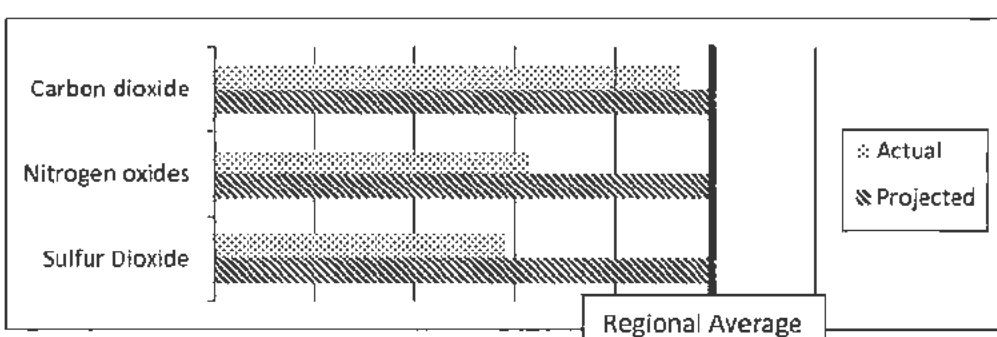
**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01



Environmental Disclosure Information – Quarterly Comparisons												
Indra Energy												
Projected Data for the 2018 Calendar Year												
Actual Data for the Period 01/01/18 to 6/30/18												
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 									
<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.												
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh										
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.												





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**11/19/2018**

[REDACTED]  
Cleveland, OH 44108

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If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

**Renewable Energy Product Information:** One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

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**ACKNOWLEDGEMENT.** You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. **(D)** Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your utility (ies). **(F)** Your incumbent natural gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

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**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

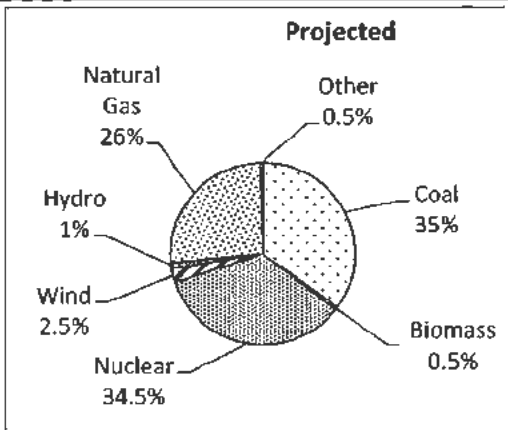
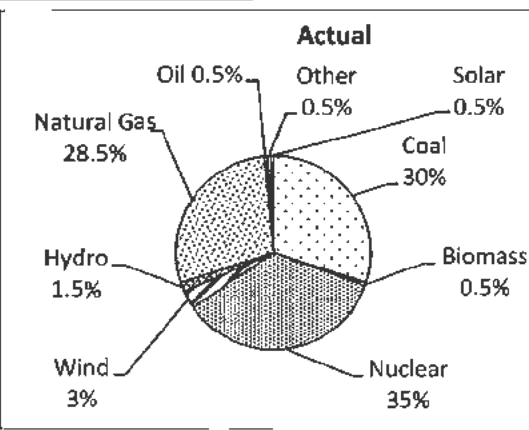
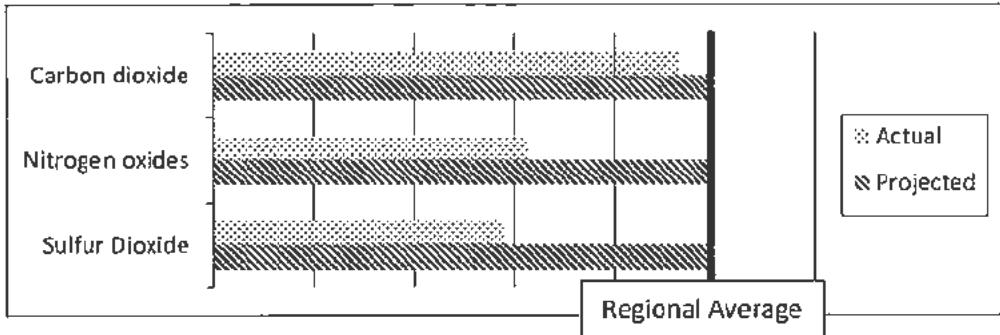
**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01



Environmental Disclosure Information – Quarterly Comparisons												
Indra Energy												
Projected Data for the 2018 Calendar Year												
Actual Data for the Period 01/01/18 to 6/30/18												
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 									
<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.												
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh										
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.												

**Sariah Brinker**

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**From:** Drake Riley <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 15, 2019 8:56 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref:\_00Dt0GzXt\_500t0Fn6na:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00258648  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44108  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Ms. [REDACTED] alleges that she was guaranteed that her rate would not exceed \$.06/kWh or \$6.00/Mcf during the sales process. Her rates are far exceeding that today. The customer believes her account should be re-rated due to being misled. Please explain.

Please provide all enrollment documentation as it relates to this matter: Sales call, TPV, welcome letter, T&C's, expiration notice, etc. as applicable.

Sincerely,

**Drake Riley**  
Public Utilities Commission of Ohio



Service Monitoring and Enforcement Department  
Customer Service Supervisor - Electric  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:\_00Dt0GzXt.\_500t0Fn6na:ref

## Sariah Brinker

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**From:** Keenia Joseph  
**Sent:** Thursday, May 02, 2019 4:03 PM  
**To:** Darita Patterson; Indra Energy Compliance  
**Cc:** Mark Whitt; Becky Glover  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref:\_00Dt0GzXt\_500t0Fn6na:ref ]

Hello Darita,

- The adjustment of \$153.02 was sent to the customer's electric utility on 4/2/19.
- We have also sent the adjustment of \$ 467.84 to the customer's gas utility on 4/3/19.
- Additionally, we have re-rated the customer's final billing cycles for both her gas and electric accounts.
- We have rerated the gas account for the billing cycle of 3/6/19-4/4/19, which results in credit of \$259.58.
- We have also rerated the electric account for the billing cycle of 3/9/19-4/8/19, resulting in a credit \$65.70.

Both adjustments were sent to the customers' utilities on 4/23/19, in order to be applied to the accounts. We estimate that the customer will see the adjustment within 1-2 billing cycles.

Regards,

Keenia Joseph – Director of Compliance



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
**P:** 888.504.6372  
**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 29, 2019 2:20 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref:\_00Dt0GzXt\_500t0Fn6na:ref ]





**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Second Request for Information**  
**Regarding the Initial Submission of a Consumer Complaint**  
**Please Respond Within 3 Days**

**CASE ID:** 00258648

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Cleveland, Ohio 44108

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44108

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Customer said Indra did not provide the correct credits. They only gave the electric company 52.00 and the gas company nothing despite the promise of \$467.84 for gas and \$153.02 for electric. Please explain and escalate resolution.

Sincerely,

**Darita Patterson**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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## Sariah Brinker

**From:** William Schaaf  
**Sent:** Wednesday, March 20, 2019 5:39 PM  
**To:** Drake Riley  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref:\_00Dt0GzXt\_500t0Fn6na:ref ]  
**Attachments:** [REDACTED] TPV.mp3; [REDACTED] Gas Confirmation Pack.pdf; [REDACTED] -Electric Confirmation Pack.pdf

Hello Drake and the PUCO,

Regarding Case # 00258648, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Indra's variable rate plans on 11/17/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 12/4/18 and 12/8/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

On 3/14/19, Ms. [REDACTED] contacted our Customer Service line and requested to cancel her service with Indra. Drop transactions were processed without penalty. The customer's gas and electric accounts are both scheduled to stop receiving our supply on 4/9/19.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we are willing to rerate the customer's most recent gas and electric bill to the rates we have on file for her gas and electric utilities, and will also adjust the customer's final bills, once they are rendered. This will provide the customer with the effect of having received Indra's introductory rates for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing our calculations for the adjustment of the customer's most recent bills.

### Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/5/2019	3/6/2019	302	\$566.34	\$0.3020	\$91.20	\$7.30	\$98.50	<b>\$467.84</b>

### Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/9/2019	3/8/2019	1201	\$219.68	\$0.0555	\$66.66	<b>\$153.02</b>

This customer has been added to our DNC and DNK lists. Let us know if we can be of any further assistance.

Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

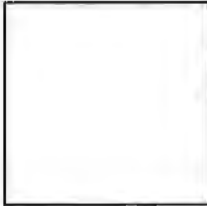
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Drake Riley <contactthepuco@puc.state.oh.us>

**Sent:** Friday, March 15, 2019 8:56 AM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref:\_00Dt0GzXt,\_500t0Fn6na:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00258648

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44108

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Ms. [REDACTED] alleges that she was guaranteed that her rate would not exceed \$.06/kWh or \$6.00/Mcf during the sales process. Her rates are far exceeding that today. The customer believes her account should be re-rated due to being misled. Please explain.



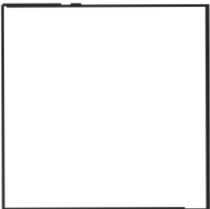
Please provide all enrollment documentation as it relates to this matter:  
Sales call, TPV, welcome letter, T&C's, expiration notice, etc. as  
applicable.

Sincerely,

**Drake Riley**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Supervisor - Electric  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus  
may be publicly available to anyone who requests it.



ref:\_00Dt0GzXt.\_500t0Fn6na:ref



**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/19/2018**



Cleveland, OH 44108

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number**



**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

## **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

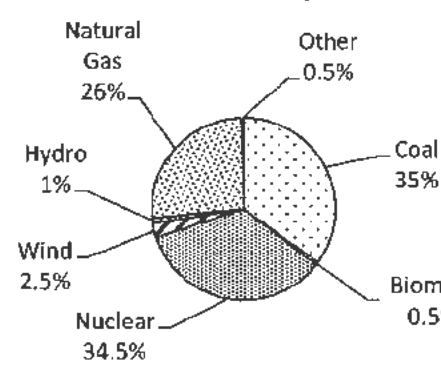
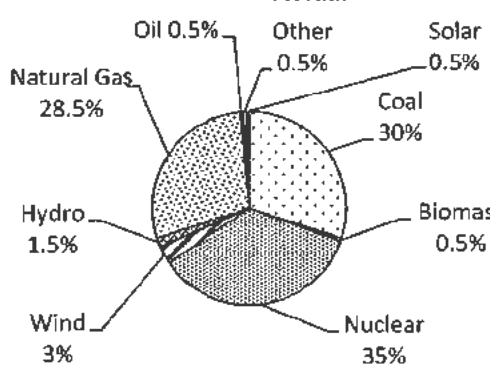
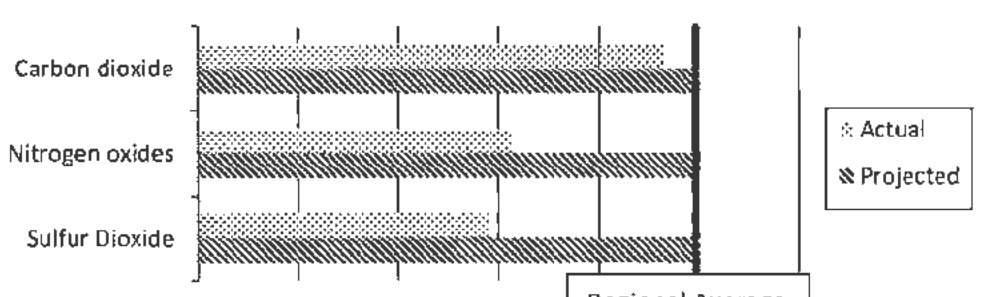
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## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

**Projected Data for the 2018 Calendar Year**

**Actual Data for the Period 01/01/18 to 6/30/18**

<p><b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</p>	<p style="text-align: center;"><b>Projected</b></p>  <table><caption>Projected Generation Resource Mix</caption><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	26%	Hydro	1%	Wind	2.5%	Nuclear	34.5%	Coal	35%	Biomass	0.5%	Other	0.5%	<p style="text-align: center;"><b>Actual</b></p>  <table><caption>Actual Generation Resource Mix</caption><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>28.5%</td></tr><tr><td>Hydro</td><td>1.5%</td></tr><tr><td>Wind</td><td>3%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Coal</td><td>30%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr><tr><td>Solar</td><td>0.5%</td></tr><tr><td>Oil</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	28.5%	Hydro	1.5%	Wind	3%	Nuclear	35%	Coal	30%	Biomass	0.5%	Other	0.5%	Solar	0.5%	Oil	0.5%
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<p><b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts																
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<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.</p>																																						





**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/19/2018**



Cleveland, OH 44108

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

**Renewable Energy Product Information:** One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

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**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

## **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01

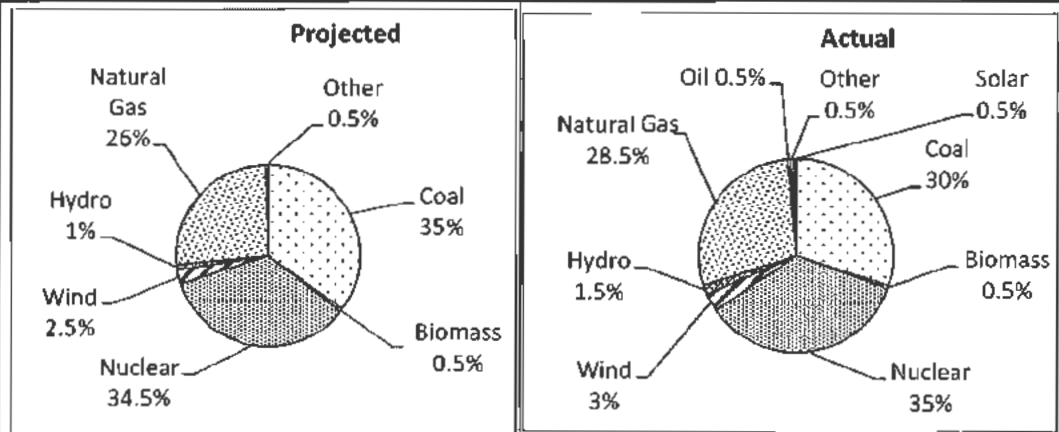
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



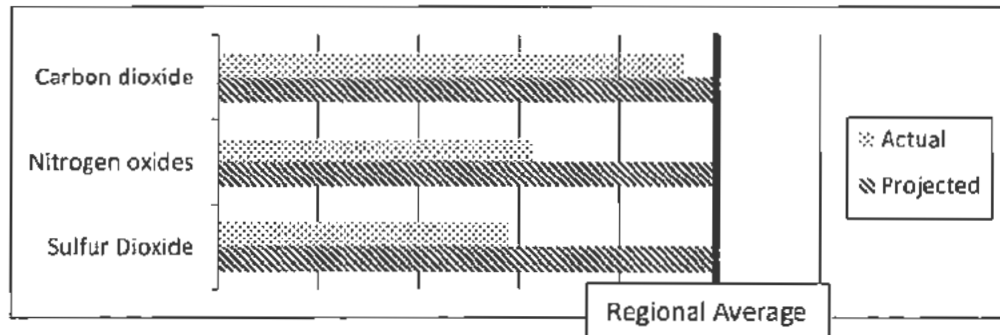
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.

**Sariah Brinker**

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**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 12, 2019 8:22 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt\_500t0FNeJr:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00257927  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**SERVICE ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:** Mr. [REDACTED] states that he is being charged \$17.36 per MCF. He states his bill is normally \$90.00 per month and now it is over \$300.00 and he is not paying the bill. He states that he did contact the company and they just said something about a variable rate. Mr. [REDACTED] states that this is highway robbery and he wants a lower rate and the company to reimburse him.

1. Do you have record of customer?
2. If so, when and how was customer signed up?
3. Please send copy of signed contract, TPV and sales call.
4. Do you have record of customer calling to inquire about the rate?
5. If so, when and what was explained to the customer?
6. Why was is the rate \$17.36 per MCF?
7. Will this customer be re-rated?



**8. If not, why?**

**9. Any additional information you could provide would be greatly appreciated.**

Sincerely,

**Andrea Smith**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Tuesday, March 19, 2019 4:24 PM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt\_500t0FNeJr:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]Confirmation Pack-Gas.pdf; [REDACTED]Confirmation Pack-Electric.pdf; [REDACTED]Sales Call.mp3

Hello Andrea and the PUCO,

Regarding Case # 00257927, [REDACTED]

Mr. [REDACTED] enrolled his gas and electric accounts in Indra's variable rate plans on 11/26/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas account on 12/3/18. The customer's electric account did not receive our supply, as the enrollment was rejected by the customer's electric utility.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

On 3/11/19, Mr. [REDACTED] contacted our Customer Service line to cancel his gas account. An outbound drop was submitted, and the customer's gas utility established an estimated service end date of 4/6/19. The customer also requested an adjustment to his most recent bill, and was advised that his account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we determined that we will rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility (\$2.925 per Mcf), and will also adjust the customer's final bill, once it is rendered. The adjustment for the most recent bill amounts to \$240.15 for the billing cycle of 2/4/19 – 3/5/19, which will be sent to the customer's utility in order to be applied to his account. Our Customer Service staff spoke with Mr. Love on 3/15/19 and informed him of this adjustment.

Indra's Variable Natural Gas rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

*"You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate."*

The following Price Disclosure is also included in Indra's Terms & Conditions:

*"There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information,*

updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372."

Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>

**Sent:** Tuesday, March 12, 2019 8:22 AM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt.\_500t0FNeJr:ref ]



**Initial Submission of a Consumer Complaint  
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Please Respond Within 3 Business Days**

**CASE ID:** 00257927

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137

**SERVICE ADDRESS:** [REDACTED] Maple Heights, Ohio 44137

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:** Mr. [REDACTED] states that he is being charged \$17.36 per MCF. He states his bill is normally \$90.00 per month and now it is over \$300.00 and he is not paying the bill. He states that he did contact the company and they just said something about a



variable rate. Mr. [REDACTED] states that this is highway robbery and he wants a lower rate and the company to reimburse him.

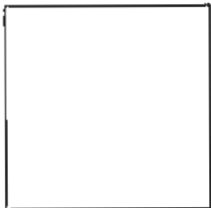
1. Do you have record of customer?
2. If so, when and how was customer signed up?
3. Please send copy of signed contract, TPV and sales call.
4. Do you have record of customer calling to inquire about the rate?
5. If so, when and what was explained to the customer?
6. Why was is the rate \$17.36 per MCF?
7. Will this customer be re-rated?
8. If not, why?
9. Any additional information you could provide would be greatly appreciated.

Sincerely,

**Andrea Smith**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



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**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/28/2018**

[REDACTED]  
**Maple Heights, OH 44137**

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

**Renewable Energy Product Information:** One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. **(D)** Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your utility (ies). **(F)** Your incumbent natural gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01

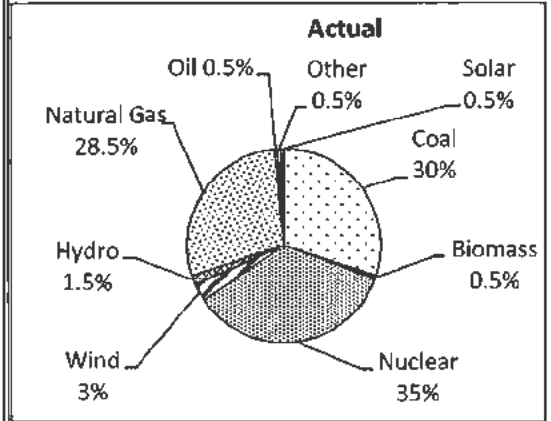
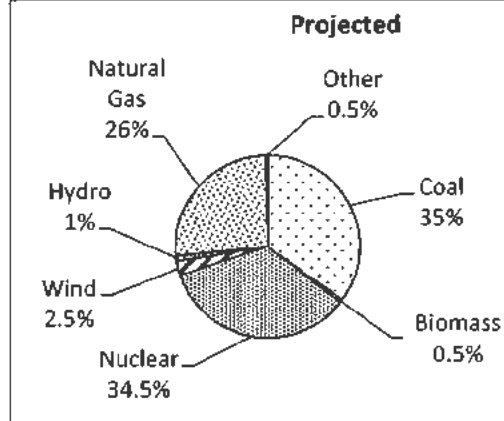
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



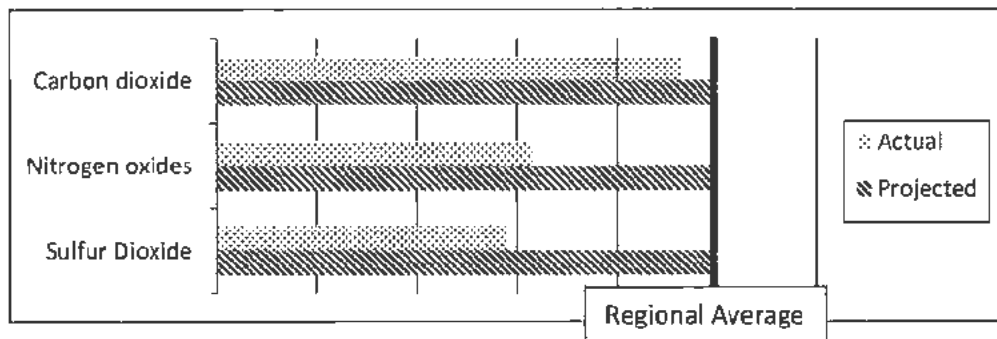
### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.





**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/28/2018**



**Maple Heights, OH 44137**

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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## **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

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**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

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**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01



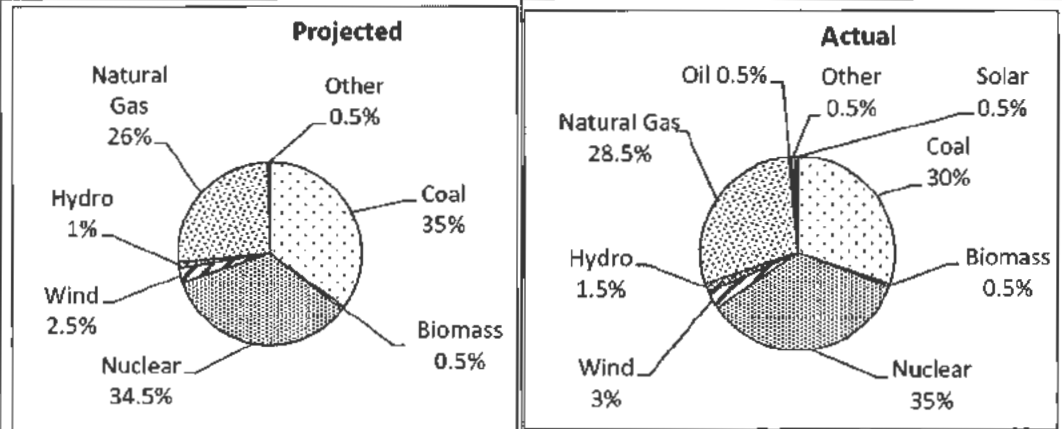
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



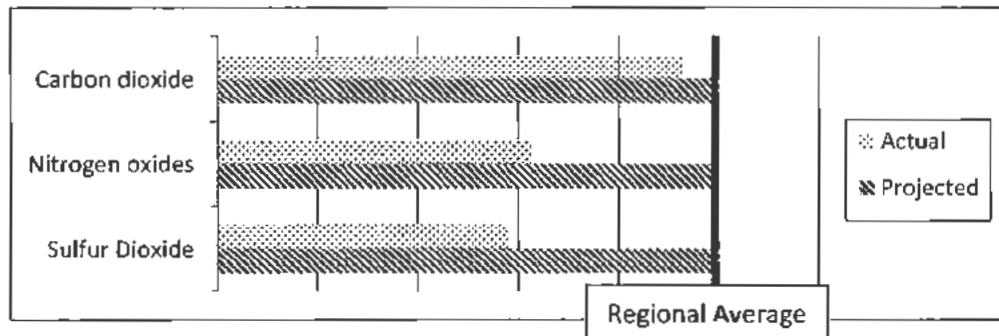
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.

## Sariah Brinker

**From:** Keenia Joseph  
**Sent:** Thursday, May 02, 2019 3:06 PM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt.\_500t0FNeJr:ref ]

Hi Andrea,

We've calculated the rerate for the billing cycle 3/5/19 – 4/3/19, which amounts to an adjustment of \$ 132.25.

A credit of \$50.00 has already been applied to the customer's account for the same billing cycle. We will proceed in crediting the customer's account for the difference, which amounts to \$82.25. This adjustment will also be sent to the customer's electric utility to be applied to the account.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	Re-Rate To:	Re-Rate Pre-Tax	Re-Rate Tax	Re-Rate Total	Amt Due Customer	
3/5/2019	4/3/2019	112	\$ 167.63	0.29250	32.76	2.62	35.38	\$ 132.25	
								- \$ 50.00	<- Already sent to u
								\$ 82.25	<- New Amount Du

Keenia Joseph – Director of Compliance



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
**P:** 888.504.6372  
**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

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**From:** Andrea Smith  
**Sent:** Tuesday, April 30, 2019 10:47 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt.\_500t0FNeJr:ref ]





**Public Utilities  
Commission**

**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00257927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137

**SERVICE ADDRESS:** [REDACTED] Maple Heights, Ohio 44137

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:** [REDACTED]

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!\*\*\*

**DESCRIPTION OF ISSUE:** The e-mail below was sent on 4/16/19 & 4/23/19. Please review and respond:

Thanks for the previous response. I have reviewed the sales call and the TPV. I have a couple issues with the sales call. During this time the representative checks the Apples to Apples chart to find out what rate the customer is paying, why would he do this? The customer could have agreed to another contract with the company for a different rate that what is on the chart. Also during this call, the representative never states that the rates are introductory. He states the electric rate is 5.2 cents and the gas rate is 2.8 per mcf, but never states it is an introductory rate for both gas and electric. It is only explained during the TPV and the customer does not catch it. What is the adjustment for the final bill the customer received. Please provide breakdown of charges. Thank you.

Sincerely,

**Andrea Smith**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

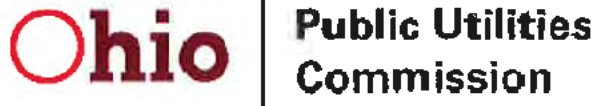
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:\_00Dt0GzXt.\_500t0FNeJr:ref



**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, April 16, 2019 9:57 AM  
**To:** mtlove44137@yahoo.com; Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257927 [ ref:\_00Dt0GzXt\_500t0FNeJr:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00257927  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**SERVICE ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**AIQ:** Palmco Energy ON LLC  
**NIQ:** [REDACTED]

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!\*\*\*

**DESCRIPTION OF ISSUE:** Thanks for the previous response. I have reviewed the sales call and the TPV. I have a couple issues with the sales call. During this time the representative checks the Apples to Apples chart to find out what rate the customer is paying, why would he do this? The customer could have agreed to another contract with the company for a different rate that what is on the chart. Also during this call, the representative never states that the rates are introductory. He states the electric rate is 5.2 cents and the gas rate is 2.8 per mcf, but never states it is an introductory rate for both gas and electric. It is only explained during the TPV and the customer does not catch it. What is the adjustment for the final bill the customer received. Please provide breakdown of charges. Thank you.

Sincerely,  
**Andrea Smith**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, March 21, 2019 9:51 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260078 [ ref:\_00Dt0GzXt\_500t0FnImo:ref ]



**Public Utilities  
Commission**

**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00260078  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**SERVICE ADDRESS:** [REDACTED] Maple Heights, Ohio 44137  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
[REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Ms. [REDACTED] states that she was charged \$17.354 per MCF for gas from Indra Energy.

1. How and when was the customer solicited?
2. What was the agreed upon rate and for how long?
3. When was the start date?
4. Has the customer requested cancellation? If so, when is the stop service date?
5. Please provide a copy of the sales calls, TPV, welcome letter with terms and conditions, renewal/expiration notifications, and any other documentation regarding the case.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

i

ref:\_00Dt0GzXt.\_500t0FnImo:ref

## Sariah Brinker

**From:** Orpheus Craigue  
**Sent:** Monday, March 25, 2019 9:22 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260078 [ ref:\_00Dt0GzXt\_500t0FnImo:ref ]  
**Attachments:** [REDACTED] Web Enroll.pdf [REDACTED] Confirmation Pack.pdf  
**Categories:** PUCO Complaint

Hello Leah and PUCO,

Regarding Case # 00260078; [REDACTED]

Customer [REDACTED] enrolled in Indra's gas variable rate plan on 12/14/18 through the Indra Energy website. We're attaching the email generated from this web enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. Customer started receiving our service 1/2/2019.

Gas Plan: Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter.

On 3/11/2018 Ms. [REDACTED] called expressed unhappiness with her gas bill. Customer Service Rep attempted to discuss a switch from variable to a fixed rate plan, but customer refused and requested account be reviewed and cancelled. Per customers request a drop transaction was submitted with no ETF's issued to the customer. DEO established service end date of 4/4/2019 for the gas account.

Upon review of this customer's account, the customer's second bill was not charged at the contracted introductory rate. We are rerating that bill to the introductory rate as calculated below. We will also be rerating the customer's final bill to the rate of their utility, once it is rendered.

Begin Date	End Date	Billed Usage (CCF)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/31/19	3/1/19	161	\$ 301.92	0.28000	45.08	3.61	48.69	\$ 253.23

Please let us know if you need anything else. Thank you.

Orpheus Craigue – Compliance Officer



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, March 21, 2019 09:51



To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260078 [ ref:\_00Dt0GzXt.\_500t0FnImo:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00260078

**COMPANY:** [REDACTED]

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Maple Heights, Ohio 44137

**SERVICE ADDRESS:** [REDACTED] Maple Heights,  
Ohio 44137

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**  
[REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Ms. [REDACTED] states that she was charged \$17.354 per MCF for gas from Indra Energy.

1. How and when was the customer solicited?
2. What was the agreed upon rate and for how long?
3. When was the start date?
4. Has the customer requested cancellation? If so, when is the stop service date?
5. Please provide a copy of the sales calls, TPV, welcome letter with terms and conditions, renewal/expiration notifications, and any other documentation regarding the case.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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## Orpheus Craigue

---

**From:** Customer Care  
**Sent:** Friday, December 14, 2018 2:56 PM  
**To:** [REDACTED]  
**Subject:** INDRA Energy Natural Gas Enrollment Received

### ENROLLMENT CONFIRMATION

Dear [REDACTED]

Thank you for choosing INDRA Energy as your energy supplier. We look forward to serving you as one of our preferred customers.

This letter is confirming your selection of INDRA Energy as your Gas supplier. This package contains a copy of the **Terms and Conditions**.

### WE ARE CURRENTLY PROCESSING YOUR ENROLLMENT

Your enrollment request is currently being processed and will be sent to your utility. You will receive a confirmation notice from your utility confirming your selection of INDRA Energy as your Gas supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

### CANCELLATION OF SERVICE

After you have begun receiving service from INDRA Energy, you may opt out or cancel your service with INDRA Energy at any time. It typically takes between one to two billing cycles (approximately 30 to 60 days) for you to be switched back to your utility or another supplier after you opt out or cancel your service with INDRA Energy. During this time, INDRA Energy will continue to supply and charge you for the service you receive at INDRA Energy's rates in effect at that time.



Below is a summary of your service account with INDRA Energy :

#### CONTACT INFORMATION

**Customer Enrollment Request Date:** 2018-12-14 19:56:01

**Customer Name:** [REDACTED]

**Primary Email Address:** [REDACTED]

**Primary Telephone Number:** [REDACTED]

#### PLAN DETAILS

**Utility:** DEO - Dominion East Ohio

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000 / MCF for 2 Billing Cycles.

**Enrollment Fees:** None

**Cancellation Fees:** \$ 0

**Budget Billing:** Available upon request.

**Description:** 100% Renewable Energy. Try us out with a great 2 Month initial rate.

#### YOUR FEEDBACK IS IMPORTANT TO US

You may receive a phone call from us to obtain your feedback regarding your enrollment experience.

If not, we'd love to get your feedback, so please call us at the number below and tell us:

- About your overall sales experience.
- Any questions about the pricing plan or the supply service you signed up for.
- Anything we could have done to improve your enrollment experience.

#### QUESTIONS?

If you have any questions, please feel free to contact us at 1 (888) 504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com) .

Thank you again for choosing us as your energy supplier!

Sincerely,

INDRA Energy Customer Service



**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**12/17/2018**

[REDACTED]  
**Maple Heights, OH 44137**

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Renewable Energy Product Information:** One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)







## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).

**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-12.01



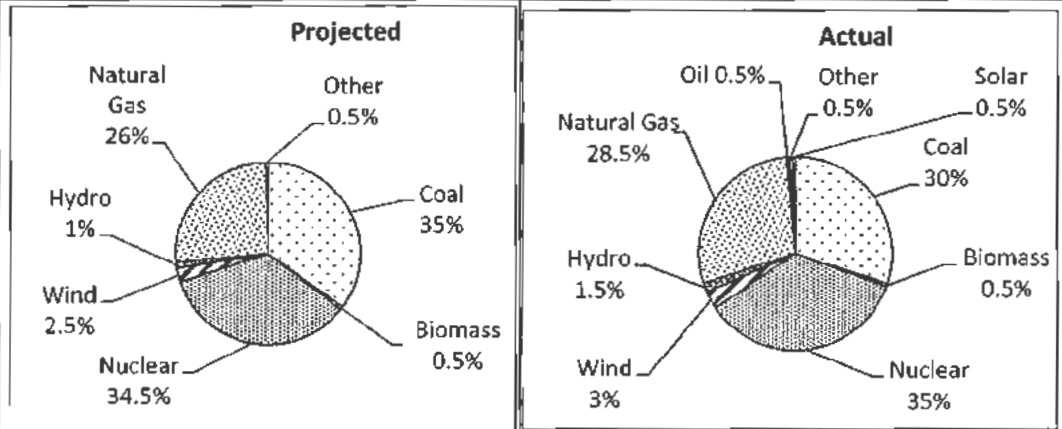
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

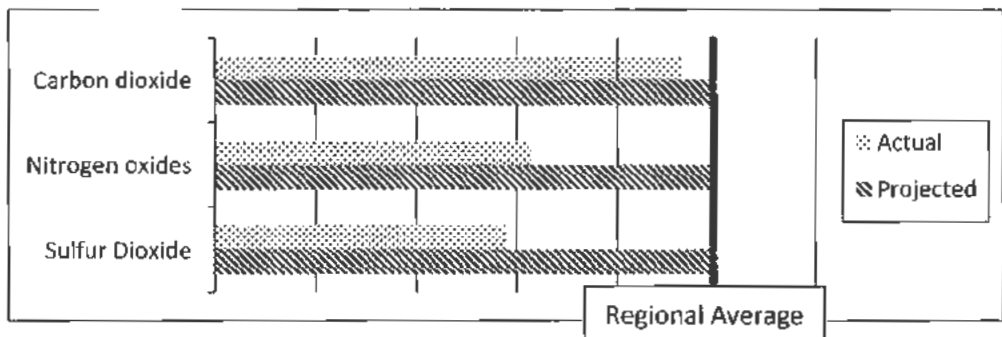
**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



**Environmental Characteristics–**  
A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions –**  
Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



**Radioactive Waste –**  
Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.





## Sariah Brinker

**From:** Keenia Joseph  
**Sent:** Friday, May 03, 2019 6:02 PM  
**To:** [contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)  
**Cc:** Indra Energy Compliance; Mark Whitt; Becky Glover  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt\_500t0Fnvpv:ref ]

Hello Cindi,

Upon further review of the customer's account we have calculated the re-rate for the billing cycles of 6/6/18 to 3/7/19, which resulted in a total credit of \$ 429.39. A credit \$207.03 was processed with the utility on March 27, 2019.

On April 16, 2019 the remaining credit balance of \$222.36, was adjusted on the customer's account, the adjustment has been sent directly to the customer in the form of a check. Additionally, we re-rated the final billing cycle of 3/7/19 to 4/5/19, resulting in an adjustment of \$ \$110.43. This adjustment will also be sent directly to the customer in the form of a check, the issuance of this final check will take approximately 4-6 weeks for check processing and mailing to the customer.

PH#:		Name:		Acct:			
Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer	
3/7/2019	4/5/2019	101	\$ 139.97	0.29250	29.54	\$ 110.43	

If you need anything further, please let us know.

Thank you,

Keenia Joseph -- Director of Compliance



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Cindi Mack [<mailto:contactthepuco@puc.state.oh.us>]  
**Sent:** Monday, April 22, 2019 10:35 AM  
**To:** Orpheus Craigue  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt\_500t0Fnvpv:ref ]



**Public Utilities  
Commission**

**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00260142

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44301

**SERVICE ADDRESS:** [REDACTED] Akron, Ohio 44301

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!\*\*\*

**DESCRIPTION OF ISSUE:**

Good morning!

For your review I have attached Ms. [REDACTED] billing statements since the company began billing her account and my calculation for her reimbursement. She did have one final bill with the company that you did not account for, which is the difference in what she is still owed.

Please provide an update on what, if anything has already been sent to her and the additional amount owed of \$110.41 (for a total of \$526.27). When can she expect to receive this?

Sincerely,

**Cindi Mack**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Lead Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



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**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 26, 2019 9:44 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260582 [ ref:\_00Dt0GzXt\_500t0GHT3F:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00260582

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44319

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]  
[REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good Morning,

Ms. [REDACTED] sent in the following email:

My variable rate jumped from \$7.98 to \$17.36. My latest bill was \$310.00. That is outrageous for Akron, Ohio weather. I called Indra and told that it was a variable rate. I told the customer service agent that I felt that the PalmCo agent was misleading. I canceled my contract with them. Something should be done to this company. They are scamming customers.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?

5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?
9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?
10. In light of the customer stating that the agent was misleading, what will be the company's resolution to that issue?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.
4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

**Shanequa Jones**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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## Sariah Brinker

**From:** William Schaaf  
**Sent:** Monday, April 01, 2019 9:45 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260582 [ ref:\_00Dt0GzXt\_500t0GHT3F:ref ]  
**Attachments:** [REDACTED].TPV.mp3; [REDACTED].Agreement.PDF; [REDACTED].Confirmation Pack.pdf; Indra Postcard.pdf; PalmCo D2D Master Sales Script Jan 2018.pdf

Hello Shanequa and the PUCO,

Regarding Case # 00260582, [REDACTED]

Ms. [REDACTED] enrolled her gas account in Palmco's variable rate plan on 4/20/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 5/7/18.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

In October 2018, Palmco began conducting business under its trade name, Indra Energy. We're attaching a copy of the postcard mailed to the customer informing her of this brand name change.

On 3/8/19, the customer contacted our Customer Service line to cancel her account with Indra. The customer's account was dropped without penalty, and her gas utility (DEO) established an estimated service end date of 4/10/19.

In the interest of resolving the customer's concerns and to provide the customer with the effect of an expedited return to her utility's standard service, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for the adjustment of the most recent bill, which amounts to \$226.63 for the billing cycle of 2/6/19 – 3/7/19. We intend to send this adjustment to the customer's utility to be applied to the account.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/6/2019	3/7/2019	148	\$ 274.34	0.30200	44.70	3.02	47.71	\$ 226.63

Indra's Variable Natural Gas rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

*"You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate."*

The following Price Disclosure is also included in Indra's Terms & Conditions:

*"There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372."*

Ms. [REDACTED] was billed according to the variable rate terms she agreed to at the time of enrollment, and did not contact our Customer Service line until nearly a year after her enrollment. The sales agent responsible for this customer's enrollment is no longer selling on Indra's behalf, so we are unable to obtain a statement from the agent regarding the customer's allegation that the agent was misleading.

Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

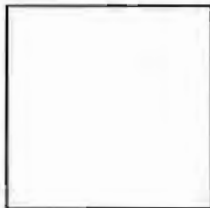
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Sent:** Tuesday, March 26, 2019 9:44 AM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260582 [ ref:\_00Dt0GzXt.\_500t0GHT3F:ref ]



**Initial Submission of a Consumer Complaint**  
**Marketer of Natural Gas**  
**Please Respond Within 3 Business Days**

**CASE ID:** 00260582

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44319

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]  
[REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good Morning,

Ms. [REDACTED] sent in the following email:

My variable rate jumped from \$7.98 to \$17.36. My latest bill was \$310.00. That is outrageous for Akron, Ohio weather. I called Indra and told that it was a variable rate. I told the customer service agent that I felt that the PalmCo agent was misleading. I canceled my contract with them. Something should be done to this company. They are scamming customers.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?
5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?
9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?
10. In light of the customer stating that the agent was misleading, what will be the company's resolution to that issue?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.



4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

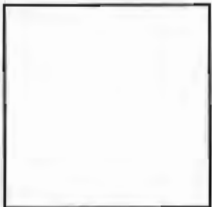
Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

**Shanequa Jones**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:\_00Dt0GzXt.\_500t0GHT3F:ref



**PALMCO Energy OH, LLC /**  
**PALMCO Power OH, LLC**

8751 18<sup>th</sup> Avenue Brooklyn, NY 11214  
customerservice@palmcoenergy.com  
Website: www.palmcoenergy.com  
Phone: (877)726-5862

**NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)**

VE18-01.70

**Customer Name:** [Redacted] **Relationship to Account Holder:** [Redacted]  
**E-mail Address:** [Redacted] Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and share your e-mail information with third parties.  
**Service Address:** [Redacted] City: Akron State: OH Zip Code: 44314  
**Billing Address (if different):** [Redacted] City: [Redacted] State: [Redacted] Zip Code: [Redacted]  
**Phone Number:** [Redacted] ☐ Mobile ☐ Home

**ACCOUNT INFORMATION**

**Third Party Verification # (TPV):** [Redacted]  
**Account Holder's Name on Electricity Account:** [Redacted]  
**Electricity Utility Account Number:** [Redacted] Budget Billing: ☐ Yes ☒ No  
**Fixed Electricity Rate:**  
**Product Term: 13 Months**  
☐ AEP - Columbus Southern (17 Digits) - Initial Rate of \$ 0.06100 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ AEP - Ohio Power (17 Digits) - Initial Rate of \$ 0.06100 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ DP&L (10 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ DUKE (10 Digits) - Initial Rate of \$ 0.05800 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ Ohio Edison (20 Digits) - Initial Rate of \$ 0.06400 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ The Illuminating Company (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
☐ Toledo Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months

**Account Holder's Name on Natural Gas Account:** [Redacted]  
**Natural Gas Utility Account Number:** [Redacted] Budget Billing: ☒ Yes ☐ No

**Introductory Gas Variable Rate:**  

Dominion	Per Mcf	Columbia Gas Ohio	Per Ccf
<u>2.50</u> (Account Number 13 digits)			
<b>Vectran</b> (Account Number 16 digits)	Per Ccf		

You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

**Fixed Gas Rate:**  
**Product Term: 13 Months**  
☐ Duke (10 Digits) - Initial Rate of \$ 0.4400 / therm for first 1 month followed by a Fixed Rate of \$ \_\_\_\_\_ / kWh for the remaining 12 months  
**Enrollment Promotion:** Let us treat you to Dinner!

**ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL**

**Please Read Carefully and Initial in the Appropriate Spaces**

- The representative stated that he/she was representing PALMCO and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMCO to supply my electricity or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month until either PALMCO or I decides to cancel the contract. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of 13 months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

**CUSTOMER AUTHORIZATION**

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMCO's supply service.
- I understand that PALMCO does not guarantee savings under this Agreement/Contract.

**INITIAL COOLING OFF PERIOD:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR RECEIPT OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**FURTHER RIGHT(S) OF RESCISSION:** Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and

**FOR:** PALMCO Power OH, LLC and/or PALMCO Energy OH, LLC (Seller) **By:** [Redacted]  
**By:** JANA C. CROCI 1106903 **By:** [Redacted]  
**By:** [Redacted] **Date:** 7-20-18 **OH-E 10123070**  
MONTH / DAY / YEAR



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

4/23/2018

[REDACTED] SS  
Akron, OH 44319

**Thank you for choosing PALMco as your energy supplier!**

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

**Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.**

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.30000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at [CustomerService@palmcoenergy.com](mailto:CustomerService@palmcoenergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

P5. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)







## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION:** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMco AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMco. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMco WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMco WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

## **PRICING.**

**Natural Gas and/or Electric Introductory Price:** If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

**Other Charges:** You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**No Early Termination Fee.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

**RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS.** The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at [www.palmcoenergy.com](http://www.palmcoenergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.**

**Natural Gas and/or Electric:** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.**

Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

**FORCE MAJEURE.** Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**MISCELLANEOUS.** PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.17-12.19



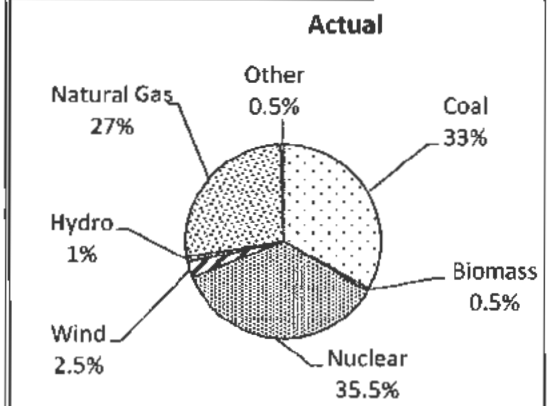
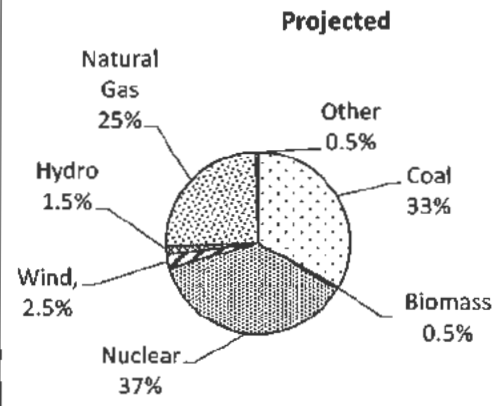
# Environmental Disclosure Information – Quarterly Comparisons

## PALMco Power OH, LLC

### Projected Data for the 2017 Calendar Year

### Actual Data for the Period 01/01/17 to 12/31/17

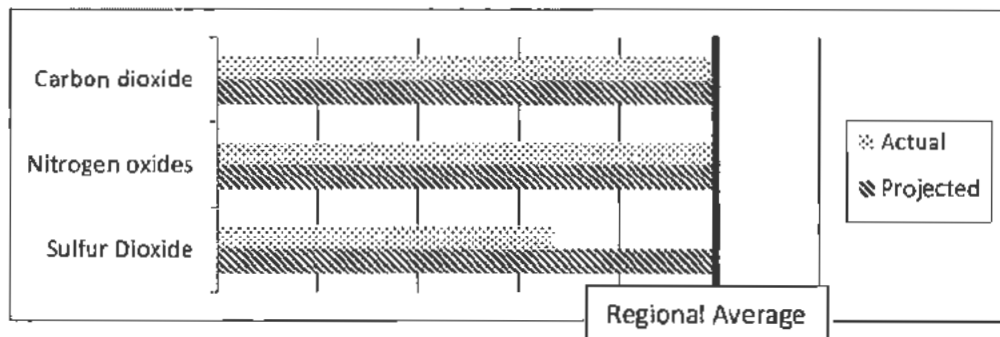
**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



**Environmental Characteristics—**  
A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions –**  
Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



**Radioactive Waste –**  
Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.



# SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.725.5862 | [PalmcoEnergy.com](http://PalmcoEnergy.com)



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

OH or MA	VA	DE	Illinois	DC	MD or PA	NJ
<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and/or natural gas supplier.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized natural gas supplier.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows both PALMco and Blue State ID badge) and I'm here on behalf of PALMco Power which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. PALMco does not represent your utility or governmental agency. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(badge must be prominently displayed and visible at all times) and I'm here on behalf of PALMco Energy which is an independent seller electric power and energy service certified by the Illinois Commerce Commission. I am <u>not</u> a representative of your local utility, governmental body, or consumer group. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows photo ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to PALMco. If you have a few moments, I would like to tell you the benefits of using an authorized supplier for your natural gas and/or electricity.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier. I am not working for and PALMco is independent of your local utility. I am here to see if you would be interested in switching your natural gas and/or electric supply from your current supplier or utility to PALMco. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(shows ID badge) and I'm here on behalf of PALMco Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/or electric supply from your current supplier or utility to PALMco. Switching to PALMco is not mandatory.</p>





## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

### Introduction:

**Rep:** Are you the person who manages the Utility bills? *(If so, continue. If not ask who that person is and when he/she would be available)*

**Rep:** You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about using PALMco Energy/ Power as your supplier.

### *If customer is not familiar with the program:*

**Rep:** Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

**Rep:** Are you currently using an alternate supplier?

### *Rebuttal if customer has supplier:*

**Rep:** Well, the good news is that you are already a smart consumer. For enrolling with PALMco today, you will receive a one-time restaurant.com gift card valued at \$25.00. You are also eligible for a \$25 check if you refer a new customer that enrolls with PALMco for at least three months. Do you have a current bill handy so I could see if PALMco's initial/introductory rate is competitive with your current rate?

### *After the bill is reviewed:*

- If the customer's current rate is higher than our rate offering and our rate offering is competitive (using the introductory/initial rate, emphasize that this rate comparison is only valid for the introductory/initial rate), proceed with the rest of sales solicitation.



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

- If the rate is not competitive, move to the next house (If the customer does not enroll with PALMco, do NOT copy or take down their utility account information)

**Rep:** Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. *(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appointment).*

**Prior to enrolling the customer, confirm the customer is the account holder or authorized to make changes on the account:**

DC, MD, DE, & VA	NJ	IL, MA, OH, & PA
<b>Rep:</b> Just to confirm, you are the account holder or customer of record on the Utility bill, correct? <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i>	<b>Rep:</b> Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i>	You are the named customer on each of the account(s) listed in your Confirmation Letter (or in any addendum), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i>



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

**Rep:** Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and natural gas, read your meter, respond to any emergency, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.

**Close:** *(restate what is important to the customer and ask for the sale)*

**Rep:** OK let's get you enrolled (complete the D2D Enrollment Form/Agreement).

**In IL ONLY:** Write the today's date and your agent ID number on the Uniform Disclosure Statement on the first page of the D2D Enrollment Packet *(located at the bottom of the page)*.

**IF Delaware, Illinois, or New Jersey (but also generally applicable to all states):**

**Rep:** I want to go over a few points regarding the Agreement with you:

1. **Describe the rate plan: Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).

- i. **IN IL ONLY:** You will save \_\_\_\_ percent compared to your local utility for a period of two billing cycles. Please see your contract for a full explanation of how PALMco calculated this percentage. Thereafter, PALMco does not guarantee savings and you will be charged a rate of \_\_\_\_\_ per kWh for a period of \_\_\_\_\_ consecutive months (tell the customer the price per kWh and the fixed rate term after the initial time period).

- a. **After the Introductory/ Initial rate, state that the Agreement is a:** *[fixed rate or variable rate]* and will continue either *[month to month or for a fixed term]*.
  - b. Ask the customer whether they know what a therm of gas is or a kWh of electricity is.
    - i. If no, explain that this is measurement used to determine the price per unit measured for the amount of natural gas or electricity the customer uses





## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

- c. **Fixed Rate Only:** A fixed rate allows you to lock in your price for natural gas and/or electricity for a 6, 8, 12, or 14 month term (depends on applicable offer in state at the time). You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges charged by the Utility, and applicable taxes.
- i. **All States (Minus IL):** At the end of the fixed term, PALMco will send you a Renewal Notice explaining your options moving forward. If you take no action, you will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.
  - ii. **In IL ONLY:** In most instances you will be renewed to a fixed rate that will differ from the one you are currently receiving. In some instances, your contract will renew to a variable rate month-to-month contract, but look out for your renewal notice (about 60 days prior to the expiration of your contract), which will explain your options and how to either select a different plan or cancel service with PALMco at the end of your contract term. Your contract term with PALMco is for a period of \_\_\_\_\_ consecutive months. This time period includes your introductory rate.
- d. **Variable Rate Only:** A variable rate may change by the month, including one billing cycle to the next, based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month.
- i. **IN IL ONLY:** In order to access your variable rate for the next billing cycle and historic variable rates (for up to one year), charged by PALMco to customers in your utility service area please visit: <https://palmcoenergy.com/illinois/illinois-variable-rates/>. You can also find this information in your contract.
  - ii. **In all other states, in order to view your current variable rate, updated monthly, refer to our website:**
    1. DC - <https://palmcoenergy.com/district-of-columbia/district-of-columbia-variable-rates/>
    2. MA - <https://palmcoenergy.com/massachusetts/massachusetts-variable-rates/>
    3. MD - <https://www.palmcoenergy.com/maryland-rates/>
    4. NJ - <https://palmcoenergy.com/new-jersey/>
    5. PA - <https://palmcoenergy.com/pennsylvania/pennsylvania-variable-rates/>
    6. OH - <https://palmcoenergy.com/ohio/ohio-variable-rates/>
    7. VA - <https://palmcoenergy.com/virginia/virginia-rates/>
- e. **DE Variable Rate Only:** A variable rate may change from one billing cycle to the next based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

1. **To view current variable rates, please visit** our Delaware website at <https://palmcoenergy.com/delaware/delaware-variable-rates/>
  
2. **Disclose the following for both variable and fixed rate products:**
  - a. PALMco does not require customers to pay a deposit.
  - b. PALMco does not charge a fee to switch from your current supplier to PALMco.
  - c. PALMco does not charge early termination fees.
  - d. PALMco does not guarantee savings **(all states but IL, which requires the additional disclosures above).**

*(Continued)*



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

**Rep:** Now in order to complete your enrollment, I'll need to connect you with our independent Third Party Verification firm. This is to verify that you want to switch your electric supplier. Before I do, I just want to make sure I explained everything to your satisfaction.

**After the TPV has been completed (Except in DE, OH, MD, & PA complete this section prior to conducting the TPV):**

DE, OH, & MD	DC, NJ, MA, & VA	IL	PA
I ask because I must leave the premises prior to me connecting you with our TPV representative. INFORM THE CUSTOMER OF THEIR RIGHT TO CANCEL LISTED IN THE CHART BELOW. Do you have any additional questions before I connect the call and leave the premises?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.	I ask because I have to step outside while you are speaking with the TPV representative.	I ask because unless you agree that I can be in the vicinity while the verification occurs, I will have to step outside while you are speaking with the TPV representative. Do you give me permission to stay inside the premises while the TPV occurs?

**Rep:** Thank you so much for enrolling with PALMco. You'll receive notification from your local Utility confirming the transfer of your supply service to PALMco. The transfer usually happens within two billing cycles. In addition, PALMco will be sending you a confirmation packet that contains the terms and conditions and explains PALMco's benefits and promotions. So keep an eye out for that. I'm going to leave you with my phone number in case you have any other questions after I leave.





## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

Inform the customer of the time in which they can rescind/cancel their Agreement:

DC & DE	VA	MA	MD	PA	Illinois	OH	NJ
You have <b>three business days</b> to cancel this Agreement if you change your mind and do not wish to enroll with PALMco. You may cancel the Agreement by mailing PALMco the completed Notice of Cancellation form, by calling, or emailing PALMco.	You have <b>ten business days</b> following the mailing of your notice of enrollment by your Utility to cancel this Agreement by calling PALMco or your Utility. <i>You may also cancel this Agreement within 3 business days from today's date by mailing the completed Notice of Cancellation form to PALMco.</i>	You have <b>three business days</b> to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.	If you change your mind and do not wish to enroll with PALMco, please contact us at <b>any time</b> .	You may cancel the transaction <b>within 3 business days</b> after receiving the terms and conditions in your Confirmation Packet.	You may stop this transaction by contacting PALMco before PALMco submits your enrollments request to your utility. If you do not cancel before PALMco submits your enrollment request, you will receive written notification from your utility confirming your switch to PALMco for your electric supply. You may cancel the pending enrollment without any penalty <b>within ten (10) calendar days</b> by contacting either PALMco or your utility. You may also cancel this Agreement within 10 business days after the date of your first bill. Cancellation will be effective once your utility drops PALMco as your supplier, which may take one to two billing cycles.. You will be responsible for the amount charged up to the effective cancellation date.	<p><b>Electric customers only:</b> Your electric utility will be sending you a written notice of your switch to PALMco. You are allowed <b>seven calendar days</b> to cancel this Agreement, should you wish to cancel, please contact your utility.</p> <p><b>Natural gas customers only:</b> Your natural gas utility will be sending a written notice of your transfer to PALMco. You are allowed a <b>seven-business-day</b> period from the written notice postmark date to cancel the enrollment. In order to cancel, you must contact your natural gas utility.</p>	You have <b>seven days</b> to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.

**Rep:** Again I thank you for taking the time to enroll with PALMco.

PALMco Energy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [Palmcoenergy.com](http://Palmcoenergy.com)  
toll free: 1 (877) 726 5862  
last updated: Jan. 1, 2018



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

### REBUTTAL AND COMMON QUESTIONS:

***What are the delivery charges?***

These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use, but are the same no matter who supplies your electricity.

***Am I guaranteed to save money?*** No.

***I've been burned by other suppliers. I'm not interested.*** Rep: I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. I ask you give PALMco a try, considering it is a family owned company, its Friends and Family referral program, Loyalty Credit, and/or restaurant.com gift cards, etc.

***Will my service change in any way?***

You will still have [insert utility name, see attached for a list of utilities PALMco serves across the states] as your utility. They will continue to deliver your electricity, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity/gas from an alternative electricity/gas supplier.

**THE FOLLOWING PAGES CONTAINS UTILITY INFORMATION, TIME RESTRICTIONS, AND PUC CONTACT INFORMATION BY STATE**



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

### UTILITIES ACROSS THE STATES:

IL	VA	DE	MD	MA	NJ	OH	PA	D.C.
Ameren	Columbia Gas of Virginia	Delmarva	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	Pepco
Comed	Washington Gas of Virginia		BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/ West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren		

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## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

### TIME RESTRICTIONS FOR DOOR-TO-DOOR SOLICITATIONS:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
N/A	9:00am-7:00pm <b>OR</b> civil dusk (whichever is earlier)	9:00am-8:00pm (if a local ordinance is more strict, must follow the local ordinance)	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	<b>9 a.m. and 7 p.m.</b> during October 1 and ending March 31,  <b>9 a.m. and 8 p.m.</b> during the months beginning April 1 and ending September 30	9:00am-sunset



## PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

CONTACT INFORMATION FOR PUCs IN EACH STATE, SHOULD THE CUSTOMER WISH TO CONTACT THE PUC:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
<p>The VA State Corporation Commission at 800-552-7945; (b) via the web at <a href="http://www.scc.virginia.gov">www.scc.virginia.gov</a>; or (c) by mail at 1300 E. Main St. Richmond, VA 23219</p>	<p>The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at <a href="http://www.icc.illinois.gov/consumer/complaint/">http://www.icc.illinois.gov/consumer/complaint/</a>, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.</p> <p>If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at <a href="http://www.icc.illinois.gov/">http://www.icc.illinois.gov/</a></p>	<p>PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at <a href="http://depsec.delaware.gov/">http://depsec.delaware.gov/</a>.</p> <p>Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at <a href="mailto:public.advocate@state.de.us">public.advocate@state.de.us</a>, or via their website at <a href="https://publicadvocate.delaware.gov/">https://publicadvocate.delaware.gov/</a></p>	<p>PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at <a href="http://www.psc.state.md.us/psc/">http://www.psc.state.md.us/psc/</a></p>	<p>DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at <a href="http://www.mass.gov/ea">http://www.mass.gov/ea</a></p>	<p>BPU at 1-800-624-0241</p>	<p>PUCO Phone at (800) 686-7826 or via the web at <a href="http://www.puco.ohio.gov">www.puco.ohio.gov</a></p> <p>Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622</p>	<p>PUC at (888) 782-3228 (electric competition hotline)</p> <p>PUC Consumer Hotline at 1-800-692-7380</p>	<p>PSC at (202) 626-5100 or via the web at <a href="http://www.dcpsec.org">www.dcpsec.org</a></p> <p>The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at <a href="http://www.opc-dc.gov">www.opc-dc.gov</a></p>

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**Sariah Brinker**

---

**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 11, 2019 2:14 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257905 [ ref:\_00Dt0GzXt\_  
500t0FNe0W:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Electric  
Please Respond Within 3 Business Days**

**CASE ID:** 00257905  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44102  
**SERVICE ADDRESS:** [REDACTED], Cleveland, Ohio 44102  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Caller is very upset about the rate skyrocketing. Please state the rate the customer was billed each month since being with Indra. Please explain the extreme increase. Please provide drop date and state whether the co will issue credit to adjust the exorbitant rate.

Sincerely,

**Darita Patterson**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator



(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:\_00Dt0GzXt\_500t0FNe0W:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Friday, March 15, 2019 5:19 PM  
**To:** Darita Patterson  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257905 [ ref:\_00Dt0GzXt\_500t0FNe0W:ref ]  
**Attachments:** [REDACTED].MP3; [REDACTED]-Confirmation Pack.pdf

Hello Darita and the PUCO,

Regarding Case # 00257905, [REDACTED]

Mr. [REDACTED] enrolled his gas account in Indra's variable rate plan on 11/8/18, as the result of a telephone sale. We do not yet have the sales audio available, but we've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 12/5/18.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

On 3/13/19, we received an inbound drop transaction from the customer's utility, DEO. The customer's account stopped receiving our supply on 3/7/19, and no termination fees were issued for cancellation.

Prior to receiving this complaint, we have no record of this customer contacting our office during the time he has received our supply. Since the customer has expressed dissatisfaction with his variable rate, we are willing to rerate his final bill to the rate we have on file for his gas utility, which results in an adjustment of \$317.58. We've included a chart below detailing our calculations for this adjustment. This will provide the customer with the effect of having received Indra's introductory rate for his first two billing cycles, and then have returned to the utility's standard service.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/6/2019	3/7/2019	205	\$384.44	\$0.3020	\$61.91	\$4.95	\$66.86	\$317.58

The chart below shows the rate the customer was charged each month he received Indra's supply.

Begin Read Date	End Read Date	Rate Charged (per ccf)
2/6/2019	3/7/2019	1.7364
1/8/2019	2/6/2019	0.2800
12/5/2018	1/8/2019	0.2800

Let us know if we can be of any further assistance. Thank you.

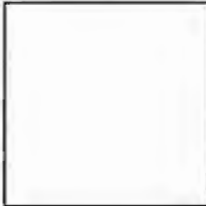
William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Darita Patterson [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Monday, March 11, 2019 2:14 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257905 [ ref:\_00Dt0GzXt.\_500t0FNe0W:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Electric  
Please Respond Within 3 Business Days**

**CASE ID:** 00257905  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44102  
**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44102  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Caller is very upset about the rate skyrocketing. Please state the rate the customer was billed each month since being with Indra. Please explain the extreme increase. Please provide drop date and state whether the co will issue credit to adjust the exorbitant rate.

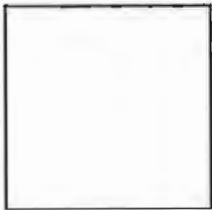
Sincerely,

**Darita Patterson**



Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:\_00Dt0GzXt.\_500t0FNe0W:ref



**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/12/2018**

[REDACTED]  
Cleveland, OH 44102

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)





## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: **(A)** Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. **(D)** Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. **(E)** Indra does not guarantee savings or promise rates lower than your utility (ies). **(F)** Your incumbent natural gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

## **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01

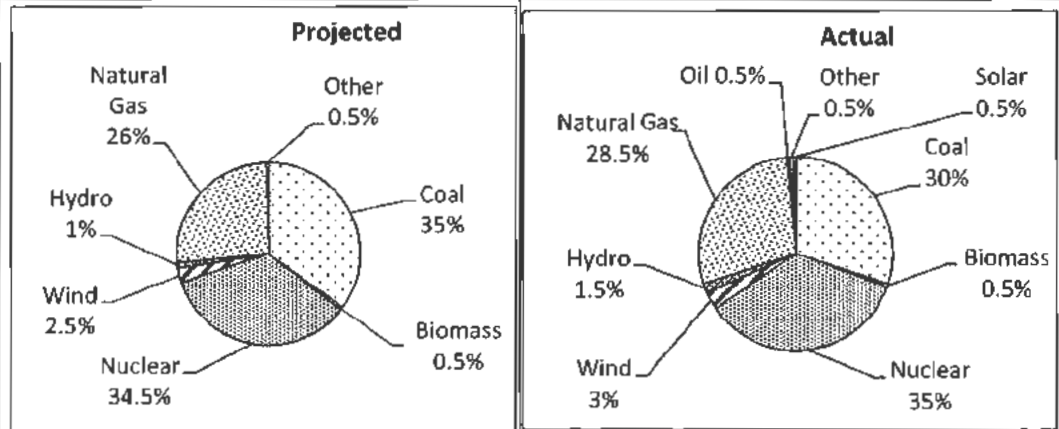
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



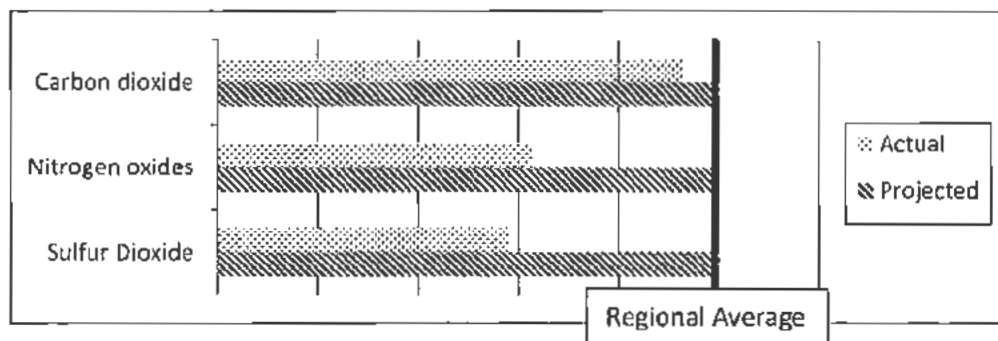
### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.



**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 19, 2019 5:29 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259288 [ ref:\_00Dt0GzXt\_500t0FnPxA:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00259288  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] New Waterford, Ohio 44445  
**SERVICE ADDRESS:** [REDACTED] New Waterford, Ohio 44445  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding a contract and cancellation issues.  
She states that the representative advised she would be saving money, but her bill has increased.  
She states that she received no notice that her rates would be increasing. She states that her February 2019 bill was \$631.81 and her most recent bill was \$450.00.  
She states she cancelled with the company on February 15, 2019.  
Please reply to the following questions:

1. When and how was the customer solicited or marketed?

2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?
5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?
9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.
4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

**Shanequa Jones**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

## Sariah Brinker

**From:** William Schaaf  
**Sent:** Monday, March 25, 2019 11:36 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259288 [ ref:\_00Dt0GzXt\_500t0FnPxA:ref ]  
**Attachments:** [REDACTED].TPV.mp3; [REDACTED].Agreement.pdf; [REDACTED] as Confirmation Package.pdf; [REDACTED]-Electric Confirmation Package.pdf; Indra Postcard.pdf; PalmCo D2D Master Sales Script Jun 2018.pdf

Hello Shanequa and the PUCO,

Regarding Case # 00259288, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 6/15/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 8/9/18 and 7/27/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$0.3700 per Ccf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 13-Month Two-Phase Fixed Plan, including \$0.0540 for the initial month, followed by \$0.0790 for the remaining 12 months. No ETFs.

In October 2018, Palmco began conducting business under its trade name, Indra Energy. We're attaching a copy of the postcard mailed to the customer informing him of this brand name change.

We received an inbound drop transaction for the customer's electric account on 1/9/19, and the customer's electric utility determined a service end date of 1/28/19.

On 2/15/19, Ms. [REDACTED] contacted our Customer Service line and requested to cancel her gas account with Indra. An outbound drop was processed, and the customer's gas account stopped receiving our supply on 3/12/19.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her gas utility's standard service, we are willing to rerate the customer's final two gas bills to the rate we have on file for her gas utility. This results in an adjustment of \$720.78 for the billing period of 1/11/19 – 3/12/19, which will be sent to the customer's gas utility in order to be applied to the account. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/11/2019	3/12/2019	267	\$398.98	\$0.4085	\$109.07	\$7.91	\$116.98	\$282.00
1/11/2019	2/11/2019	308	\$576.85	\$0.4180	\$128.74	\$9.33	\$138.08	\$438.77
								\$720.78

Let us know if we can be of any further assistance. Thank you.



William Schaaf – Asst. Compliance Officer



[www.IndraEnergy.com](http://www.IndraEnergy.com)

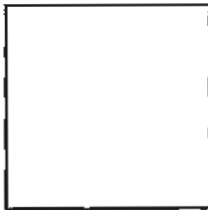
1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Sent:** Tuesday, March 19, 2019 5:29 PM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259288 [ ref:\_00Dt0GzXt.\_500t0FnPxA:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00259288

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] New Waterford, Ohio 44445

**SERVICE ADDRESS:** [REDACTED] New Waterford, Ohio  
44445

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding a contract and cancellation issues.

She states that the representative advised she would be saving money, but her bill has increased.

She states that she received no notice that her rates would be increasing. She states that her February 2019 bill was \$631.81 and her most recent bill was \$450.00.

She states she cancelled with the company on February 15, 2019.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed at the time of enrollment?
4. What was the rate that the customer agreed to? Was it fixed or variable? If fixed, what was the term?
5. Did the customer's rate increase? If so, when and why?
6. Was a renewal letter sent? If so when?
7. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
8. Is an adjustment in process for this customer? If no, why not?
9. If an adjustment is in process, Will the adjustment be a refund check or an adjustment to the bill?

Please provide copies of the following?

1. The sales script used to solicit this customer.
2. The sales call to this customer.
3. The TPV at the time of enrollment.
4. Welcome Letter with the terms and conditions.
5. Renewal Letter
6. Signed enrollment agreement
7. Copy of the IP address and email address used to enroll if applicable

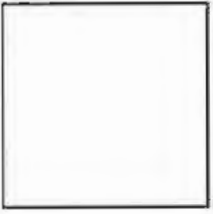
Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

**Shanequa Jones**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



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PALMco Energy OH, LLC /  
PALMco Power OH, LLC

8751 18<sup>th</sup> Avenue Brooklyn, NY 11214  
Telephone: (877) 726-5862  
customerservice@palmcoenergy.com  
www.palmcoenergy.com

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)		VE18-05.01
<b>CUSTOMER INFORMATION</b>		
Customer Name:	[Redacted]	Relationship to Account Holder: <u>Self</u>
E-mail Address:	<u>N/A</u>	
Provide your e-mail address to authorize PALMco to send notices and communications. PALMco does not sell, provide, or share your e-mail information with third parties.		
Service Address:	[Redacted]	City: <u>New Waterford</u> State: <u>OH</u> Zip Code: <u>44445</u>
Billing Address (if different):	[Redacted]	City: _____ State: _____ Zip Code: _____
Phone Number:	[Redacted]	<input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Home
<b>ACCOUNT INFORMATION</b>		
Third Party Verification # (TPV):	<u>42051438</u>	
Account Holder's Name on Electricity Account:	[Redacted]	
Electricity Utility Account Number:	[Redacted]	
Budget Billing:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Product Code: <u>F</u>
Please Choose ONE Of The Electric Price Offerings Below:		
<b>Two Phase Fixed Electric Rate:</b>		
<u>OH&amp;O EDISON</u> Insert Utility Name	Initial Rate of \$ <u>5.49</u> per kWh for the first month followed by a Fixed Rate of \$ <u>7.99</u> per kWh for the remaining _____ months	
<b>Standard Fixed Electric Rate:</b>		
Insert Utility Name	Fixed Rate of \$ _____ per kWh for _____ months	
<b>Introductory Electric Variable Rate:</b>		
Insert Utility Name	Insert Introductory Price	Per kWh Units
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.		
Account Holder's Name on Natural Gas Account:		
Natural Gas Utility Account Number:	[Redacted]	
Budget Billing:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Please Choose ONE Of The Gas Price Offerings Below:		
<b>Two Phase Fixed Gas Rate:</b>		
Insert Utility Name	Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months	
<b>Introductory Gas Variable Rate:</b>		
<u>Columbia Gas</u> Insert Utility Name	<u>.379</u> Insert Introductory Price	<u>Per Ccf/Mcf</u> Units
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.		
Enrollment Promotion <input checked="" type="checkbox"/> Let us treat you to Dinner!		
<b>ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL</b>		
<b>Please Read Carefully and Initial in the Appropriate Spaces</b>		
<ol style="list-style-type: none"><li>The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.</li><li>The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electric and/or natural gas.</li><li>The representative explained to me the price for electricity and/or natural gas under this contract.</li><li><b>For variable rate customers only:</b> The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: <a href="https://palmcoenergy.com/ohio/ot-variable-rates">https://palmcoenergy.com/ohio/ot-variable-rates</a>.</li><li><b>For fixed rate customers only:</b> The representative explained to me that the contract is for a total term of _____ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.</li><li>The representative explained my right to cancel.</li><li>The representative left two completed right to cancel notices with me.</li><li>The representative disclosed that no early termination liability fee would apply, if I cancel the contract.</li></ol>		
<b>CUSTOMER AUTHORIZATION</b>		
<ol style="list-style-type: none"><li>I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.</li><li>I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.</li><li>I understand that PALMco does not guarantee savings under this Agreement/Contract.</li></ol>		
<b>INITIAL COOLING OFF PERIOD:</b> YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.		
<b>FURTHER RIGHT(S) OF RESCISSION:</b> Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.		
By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.		
For:	PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)	By: [Redacted]
By:	<u>David Robinson</u> REPRESENTATIVE'S NAME (PRINT) ID NUMBER <u>10205021</u>	By: [Redacted] CUSTOMER'S SIGNATURE
By:	[Redacted]	Date: <u>1.15.18</u>



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

6/19/2018



New Waterford, OH 44445

### Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

### We are currently processing your enrollment

Your enrollment will be sent to **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

**Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.**

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.37000/Ccf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Columbia Gas.

### Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

### Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at [CustomerService@palmcoenergy.com](mailto:CustomerService@palmcoenergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)







## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION:** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: **(A)** Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. **(B)** You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). **(C)** PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. **(D)** Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. **(E)** PALMco does not guarantee savings or promise rates lower than your utility(ies). **(F)** Your incumbent gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement. **(H)** You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory Price:** If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

**Other Charges:** You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**No Early Termination Fee.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

**RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS.** The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at [www.palmcoenergy.com](http://www.palmcoenergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.**

**Natural Gas and/or Electric:** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR**

**SERVICE.** Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your 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 [www.pickocc.org](http://www.pickocc.org).

**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

**FORCE MAJEURE.** Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**MISCELLANEOUS.** PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.17-12.19





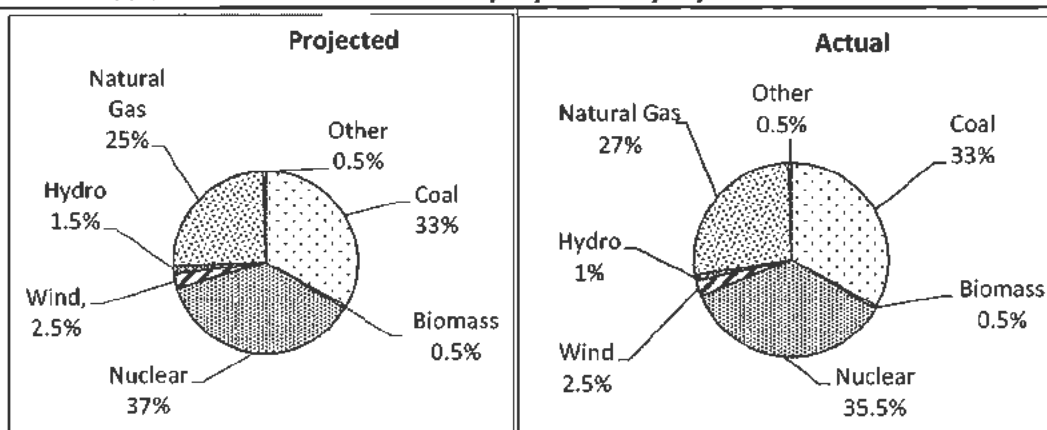
## Environmental Disclosure Information – Quarterly Comparisons

### PALMco Power OH, LLC

#### Projected Data for the 2017 Calendar Year

#### Actual Data for the Period 01/01/17 to 12/31/17

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



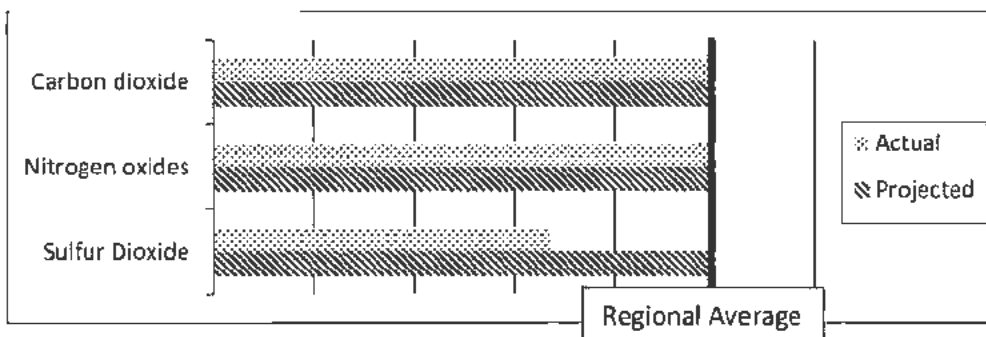
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.







PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

6/19/2018



New Waterford, OH 44445

**Thank you for choosing PALMco as your energy supplier!**

This letter is confirming your selection of PALMco as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

**We are currently processing your enrollment**

Your enrollment will be sent to **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

**Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.**

**Utility Account Number** [REDACTED]

**Rate Plan:** Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.07900/kWh for the remaining 12 months.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at [CustomerService@palmcoenergy.com](mailto:CustomerService@palmcoenergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)





## OHIO TERMS AND CONDITIONS

**INTRODUCTION:** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power" or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory Price:** If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance



costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

**Other Charges:** You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**No Early Termination Fee.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

**RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS.** The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at [www.palmcoenergy.com](http://www.palmcoenergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.**

**Natural Gas and/or Electric:** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR**

**SERVICE.** Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your 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 [www.pickocc.org](http://www.pickocc.org).

**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

**FORCE MAJEURE.** Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**MISCELLANEOUS.** PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.17-12.19

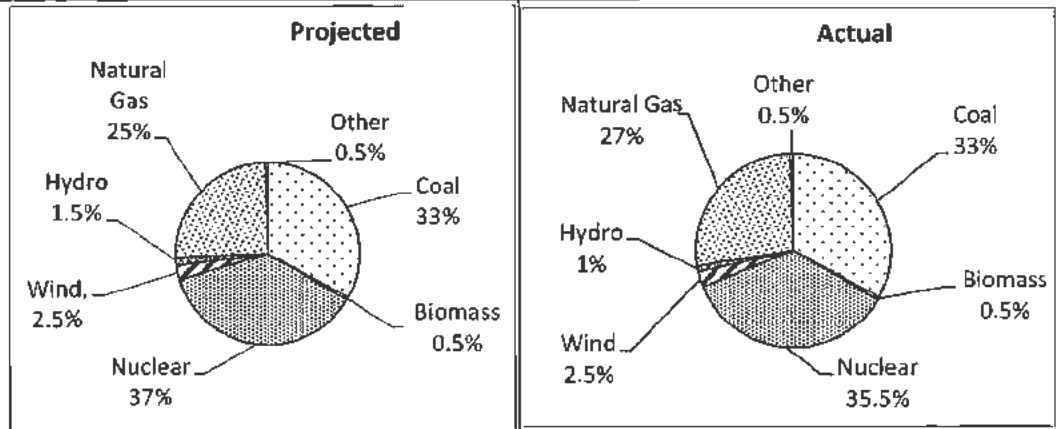
## Environmental Disclosure Information – Quarterly Comparisons

### PALMco Power OH, LLC

#### Projected Data for the 2017 Calendar Year

#### Actual Data for the Period 01/01/17 to 12/31/17

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



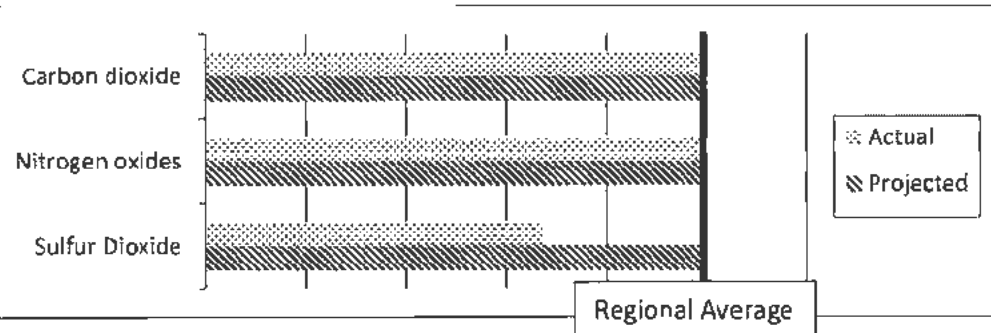
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.



SOMETHING NEW  
IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | [PalmcoEnergy.com](http://PalmcoEnergy.com)

# PALMCO DOOR-TO-DOOR SCRIPT

DE	DC	Illinois	MA	MD, OH, & PA	NJ	VA
<p><b>Rep:</b> Hello, my name is _____</p> <p>(show both PALMco and Blue State ID badge) and I'm here on behalf of PALMco Power which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. PALMco does not represent your utility or governmental agency. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show photo ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to PALMco. If you have a few moments, I would like to tell you more about PALMco's supply offerings.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(badge must be prominently displayed and visible at all times) and I'm here on behalf of PALMco Energy which is an independent seller electric power certified by the Illinois Commerce Commission. I am <u>not</u> a representative of your local utility, governmental body, or consumer group. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and/or natural gas supplier.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier. I am not working for your local utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to PALMco. <i>(Hand customer your business card with your and PALMco's information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of PALMco Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to PALMco. Switching to PALMco is not mandatory.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of PALMco Energy which is an authorized natural gas supplier.</p>





## PALMCO DOOR-TO-DOOR SCRIPT

### Introduction:

**Rep:** Are you the person who manages the Utility bills? *(If so, continue. If not ask who that person is and when he/she would be available)*

**Rep:** You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about using PALMco Energy/ Power as your supplier.

### *If customer is not familiar with the program:*

**Rep:** Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

**Rep:** Are you currently using an alternate supplier?

### *Rebuttal if customer has supplier:*

**Rep:** Well, the good news is that you are already a smart consumer. For enrolling with PALMco today, you will receive a one-time restaurant.com gift card valued at \$25.00. You are also eligible for a \$25 check if you refer a new customer that enrolls with PALMco for at least three months. Do you have a current bill handy so I could see if PALMco's initial/introductory rate is competitive with your current rate?

### *After the bill is reviewed:*

- If the customer's current rate is higher than our rate offering and our rate offering is competitive (using the introductory/initial rate, emphasize that this rate comparison is only valid for the introductory/initial rate), proceed with the rest of sales solicitation.
- If the rate is not competitive, move to the next house (If the customer does not enroll with PALMco, do NOT copy or take down their utility account information)



## PALMCO DOOR-TO-DOOR SCRIPT

**Rep:** Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. *(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appointment).*

Prior to enrolling the customer, confirm the customer is the authorized to make changes on the electric and/or natural gas account(s):

DC, DE, MD & VA	NJ	IL, MA, OH, & PA
<b>Rep:</b> Just to confirm, you are the account holder or customer of record on the Utility bill, correct? <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).</i>	<b>Rep:</b> Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).</i>	You are the named customer on each of the account(s), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).</i>

**Rep:** Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and/or natural gas, read your meter, respond to any emergencies, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.



## PALMCO DOOR-TO-DOOR SCRIPT

**Close:** *(restate what is important to the customer and ask for the sale)*

**Rep:** OK let's get you enrolled (complete the D2D Paper Enrollment Form or start the Electronic Enrollment Process).

**In IL ONLY:** Write today's date and your agent ID number on the Uniform Disclosure Statement on the first page of the D2D Enrollment Packet (*located at the bottom of the page*).

**IF Delaware, Illinois, or New Jersey (but also generally applicable to all states):**

**Rep:** I want to go over a few points regarding the Agreement with you:

1. **Describe the rate plan: Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).
  - i. **IN IL ONLY** PALMco will communicate any percentage of savings to the marketing vendors, if there is no savings message communicated, PALMco does not guarantee savings compared to the customer's local utility.
  - ii. **If a savings message is communicated from PALMco, state the following:** You will save \_\_\_\_ percent compared to your local utility for a period of \_\_\_\_ billing cycles. Please see your Agreement for a full explanation of how PALMco calculated this percentage. Thereafter, PALMco does not guarantee savings and you will be charged a rate of \_\_\_\_ per kWh for a period of \_\_\_\_ consecutive months (tell the customer the price per kWh and the fixed rate term after the initial time period).
- a. **After the Introductory/ Initial rate, state that the Agreement is a:** *[fixed rate or variable rate]* and will continue either *[month to month or for a fixed term]*.
- b. **Fixed Rate Only:** A fixed rate allows you to lock in your price for natural gas and/or electricity for a \_\_\_\_ (insert term) month term. You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges charged by the Utility, and applicable taxes.
  - i. **All States (Minus IL):** At the end of the fixed term, PALMco will send you a Renewal Notice explaining your options moving forward. If you take no action, your Agreement will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.



## PALMCO DOOR-TO-DOOR SCRIPT

- ii. **In IL ONLY:** In most instances you will be renewed to a fixed rate that will differ from the one you are currently receiving. In some instances, your contract will renew to a variable rate month-to-month contract, but look out for your renewal notice (about 60 days prior to the expiration of your contract), which will explain your options and how to either select a different plan or cancel service with PALMco at the end of your contract term. Your contract term with PALMco is for a period of \_\_\_\_\_ consecutive months. This time period includes your initial rate.
  - c. **Variable Rate Only:** A variable rate may change by the month, including one billing cycle to the next, based on market conditions and other factors listed in your Terms and Conditions and Contract Summary (if applicable). Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.
    - i. **IN IL ONLY:** To access your variable rate for the next billing cycle and historic variable rates (for up to one year), charged by PALMco to customers in your utility service area please visit: <https://palmcoenergy.com/illinois/illinois-variable-rates/>. You can also find this information in your Agreement and Contract Summary.
    - ii. **In all other states, in order to view your current variable rate, updated monthly, refer to our website:**
      1. DC - <https://palmcoenergy.com/district-of-columbia/district-of-columbia-variable-rates/>
      2. DE - <https://palmcoenergy.com/delaware/delaware-variable-rates/>
      3. MA - <https://palmcoenergy.com/massachusetts/massachusetts-variable-rates/>
      4. MD - <https://www.palmcoenergy.com/maryland-rates/>
      5. NJ - <https://palmcoenergy.com/new-jersey/>
      6. PA - <https://palmcoenergy.com/pennsylvania/pennsylvania-variable-rates/>
      7. OH - <https://palmcoenergy.com/ohio/ohio-variable-rates/>
      8. VA - <https://palmcoenergy.com/virginia/virginia-rates/>
2. **Disclose the following for both variable and fixed rate products:**
  - a. PALMco does not require customers to pay a deposit.
  - b. PALMco does not charge a fee to switch from your current supplier to PALMco.
  - c. PALMco does not charge early termination fees.
  - d. PALMco does not guarantee savings and you will be billed according to the rate in your Terms and Conditions, Contract Summary (if applicable), Welcome Packet, TPV, and/or Renewal Notice (if applicable). **(all states but IL, which requires the additional disclosures above).**



## PALMCO DOOR-TO-DOOR SCRIPT

**Rep:** To complete your enrollment, I'll need to connect you with a recorded third-party verification company. This is to verify that you want to switch your electric and/ or natural gas supplier to PALMco. Before I do, I just want to make sure I explained everything to your satisfaction.

DE, OH, & MD	IL	PA	DC, MA, NJ, & VA
I ask because I must leave the premises prior to me connecting you with our TPV representative. <b>INFORM THE CUSTOMER OF THEIR RIGHT TO RESCIND LISTED IN THE CHART BELOW.</b> Do you have any additional questions before I connect the call and leave the premises?	I ask because I have to step outside while you are speaking with the TPV representative.	I ask because unless you agree that I can be in the vicinity while the verification occurs, I will have to step outside while you are speaking with the TPV representative. Do you give me permission to stay inside the premises while the TPV occurs?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.

*(Continued)*



## PALMCO DOOR-TO-DOOR SCRIPT

### Inform the Customer of their Rescission Time-Period to Stop the Customer's Enrollment with PALMco

DC, DE, MA, & PA	Illinois	NJ	OH	VA
You have <b>three business days</b> to rescind this Agreement if you change your mind and do not wish to enroll with PALMco.	You may stop this transaction by contacting PALMco before PALMco submits your enrollments request to your utility. If you do not rescind before PALMco submits your enrollment request, you will receive written notification from your utility confirming your switch to PALMco for your electric supply. You may rescind the pending enrollment without any penalty <b>within ten (10) calendar days</b> by contacting either PALMco or your utility. You may also cancel this Agreement within 10 business days after the date of your first bill. Cancellation will be effective once your utility drops PALMco as your supplier, which may take one to two billing cycles. You will be responsible for the amount charged up to the effective cancellation date.	You have <b>seven days</b> to rescind this Agreement if you change your mind and do not wish to enroll with PALMco.	<b>Electric customers only:</b> Your electric utility will be sending you a written notice of your switch to PALMco. You are allowed <b>seven calendar days</b> to rescind this Agreement, should you wish to rescind, please contact your utility.  <b>Natural gas customers only:</b> Your natural gas utility will be sending a written notice of your transfer to PALMco. You are allowed a <b>seven-business-day</b> period from the written notice postmark date to rescind the enrollment. In order to rescind, you must contact your natural gas utility.	You have <b>ten business days</b> following the mailing of your notice of enrollment by your Utility to rescind this Agreement by calling PALMco or your Utility.

After the rescission period, the customer is still able to cancel PALMco's supply service at any time, but must pay for supply charges already incurred, up until the customer is returned to their utility. See Section A (10) on page 3 of your training manual.

**Rep:** Thank you so much for enrolling with PALMco. You'll receive notification from your local Utility confirming the transfer of your supply service to PALMco. The transfer usually happens within two billing cycles. In addition, PALMco will be sending you a welcome packet that contains the terms and conditions and explains PALMco's promotions, so keep an eye out for that.





## PALMCO DOOR-TO-DOOR SCRIPT

### REBUTTAL AND COMMON QUESTIONS:

1. **What are the delivery charges?** These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use, but are the same no matter who supplies your electricity.
2. **Am I guaranteed to save money?** No.
3. **I've been burned by other suppliers. I'm not interested.** **Rep:** I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. I ask you give PALMco a try, considering it is a family owned company, its Friends and Family referral program, Loyalty Credit, and/or restaurant.com gift cards, etc. Remember if you decide you do not wish to stay on PALMco's supply service, you can cancel at any time.
4. **Will my service change in any way?** You will still have [insert utility name, see attached for a list of utilities PALMco serves across the states] as your utility. They will continue to deliver your electricity and/or natural gas, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity and/or natural gas from an alternative supplier.

### TIME RESTRICTIONS FOR DOOR-TO-DOOR SOLICITATIONS:

DC	DE	IL	MD, MA, NJ, & OH	PA	VA
9:00am-sunset	9:00am-8:00pm (if a local ordinance has more strict solicitation requirements, must follow the local ordinance)	9:00am-7:00pm <b>OR</b> civil dusk (whichever is earlier)	10:00am-6:00pm	<b>9 a.m. and 7 p.m.</b> during October 1 and ending March 31, <b>9 a.m. and 8 p.m.</b> during the months beginning April 1 and ending September 30	N/A

## PALMCO DOOR-TO-DOOR SCRIPT

### UTILITIES ACROSS THE STATES:

DC	DE	IL	MD	MA	NJ	OH	PA	VA
Pepco	Delmarva	Ameren	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	CVA
WGL		Comed	BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	WGL
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren	PGW	

## PALMCO DOOR-TO-DOOR SCRIPT

### CONTACT INFORMATION FOR PUCs IN EACH STATE, SHOULD THE CUSTOMER WISH TO CONTACT THE PUC:

DC	DE	IL	MD	MA	NJ	OH	PA	VA
<p>PSC at (202) 626-5100 or via the web at <a href="http://www.dcpssc.org">www.dcpssc.org</a></p> <p>The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at <a href="http://www.opc-dc.gov">www.opc-dc.gov</a></p>	<p>PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at <a href="http://depssc.delaware.gov/">http://depssc.delaware.gov/</a>.</p> <p>Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at <a href="mailto:public.advocate@state.de.us">public.advocate@state.de.us</a>, or via their website at <a href="https://publicadvocate.delaware.gov/">https://publicadvocate.delaware.gov/</a></p>	<p>The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at <a href="http://www.icc.illinois.gov/consumer/complaint/">http://www.icc.illinois.gov/consumer/complaint/</a>, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.</p> <p>If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at <a href="http://www.icc.illinois.gov/">http://www.icc.illinois.gov/</a></p>	<p>PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at <a href="http://www.psc.state.md.us/psc/">http://www.psc.state.md.us/psc/</a></p>	<p>DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at <a href="http://www.mass.gov/eea">http://www.mass.gov/eea</a></p>	<p>BPU at 1-800-624-0241</p>	<p>PUCO Phone at (800) 686-7826 or via the web at <a href="http://www.puco.ohio.gov">www.puco.ohio.gov</a></p> <p>Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622</p>	<p>PUC at (888) 782-3228 (electric competition hotline)</p> <p>PUC Consumer Hotline at 1-800-692-7380</p>	<p>The VA State Corporation Commission at 800-552-7945; (b) via the web at <a href="http://www.scc.virginia.gov">www.scc.virginia.gov</a>; or (c) by mail at 1300 E. Main St. Richmond, VA 23219</p>



## Sariah Brinker

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**From:** Orpheus Craigue  
**Sent:** Monday, April 01, 2019 4:57 PM  
**To:** Mariner Taft  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260440 [ ref:\_00Dt0GzXt...500t0GHMTU:ref ]  
**Attachments:** [REDACTED]PV.mp3 [REDACTED]Sales Audio.mp3; Confirmation Package.pdf  
**Categories:** PUCO Complaint

Hello Mariner and PUCO,

Regarding Case # 00260440 [REDACTED]

Customer [REDACTED] enrolled in Indra's gas variable rate plan 11/12/2018, as a result of a telephone sale. We've attached the sales audio, TPV and confirmation packages sent detailing the terms of service. Indra began servicing the account 12/13/18.

Gas Plan: Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter.

On 3/21/2019 Mr. [REDACTED] contacted our Customer Service line and expressed unhappiness with his gas bill. The customer was offered a switch from variable plan to fixed, customer refused and requested to cancel his account. Dominion East established service end date of 4/18/2019 for the gas account. No ETFs were issued.

Upon review, since the customer was dissatisfied with his recent variable bill, we're going to rerate the customer's most recent bill, as well as his upcoming final bill. This credit will be sent to the customer's utility to be applied to their account, and our calculations are detailed below. This will provide the customer with the financial effect of an expedited return to their utility.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/14/19	3/15/19	360	\$ 532.57	0.29250	105.30	7.11	112.41	\$ 420.16

Thank you.

Orpheus Craigue – Compliance Officer



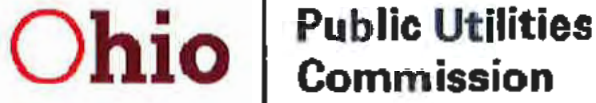
1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Mariner Taft <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 25, 2019 11:02

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260440 [ ref:\_00Dt0GzXt.\_500t0GHMTU:ref ]



**Initial Submission of a Consumer Complaint  
Marketer of Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00260440

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Tallmadge, Ohio  
44278

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

The customer states signing up for service in 12/18 at \$2.40-2.60 per mcf and then the rate increased to \$13 per mcf on the current bill. The customer cancelled the contract in march 2019 and states not signing up for a two month contract. The customer has a \$400-500 bill due 4/4/19 to Dominion.

Provide a copy of the sales call, tpv and welcome letter with terms and conditions of the contract. When did the contract start and end? When will the contract effectively end? Work to rerate the customer to the introductory rate or the ldc's sco rate.

Sincerely,

**Mariner Taft**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:\_00Dt0GzXt.\_500t0GHMTU:ref





**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** IndraEnergy.com  
**e:** CustomerCare@IndraEnergy.com  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**11/14/2018**

[REDACTED]  
**Tallmadge, OH 44278**

**Thank you for choosing Indra Energy as your energy supplier!**

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

**We are currently processing your enrollment**

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

**Utility Account Number** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://IndraEnergyRewards.com)







## **OHIO TERMS AND CONDITIONS**

**INTRODUCTION.** This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

**ACKNOWLEDGEMENT.** You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

**CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION.** YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

**Natural Gas and/or Electric Introductory or Initial Price (when applicable):** You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

**Electric Variable Price (when applicable):** You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

**Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas



and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372.

**Other Charges:** You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

**NO EARLY TERMINATION FEE.** If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**FIXED TERM AUTOMATIC RENEWAL.** At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. **Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.**

**RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at [www.IndraEnergy.com](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

**CUSTOMER INFORMATION RELEASE.** You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your **natural gas supply**, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your **electric supply**, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 [www.pickocc.org](http://www.pickocc.org).



**ELECTRONIC COMMUNICATION.** Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

**FORCE MAJEURE.** Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

**ARBITRATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

**EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

V.E.18-10.01



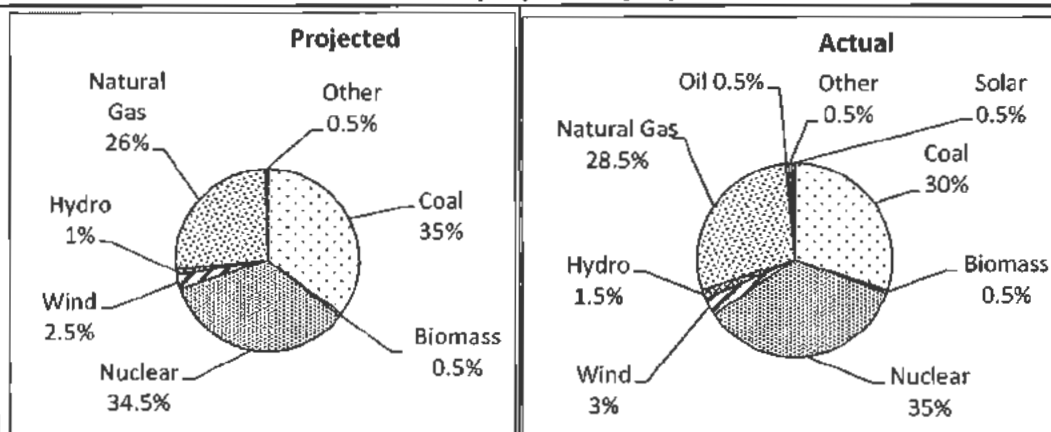
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



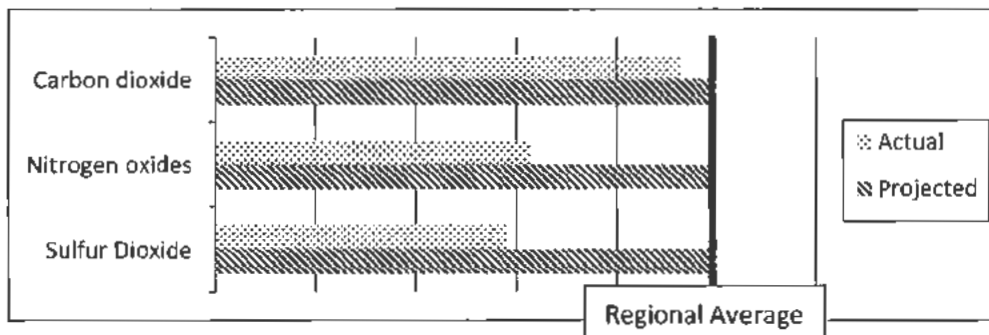
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at [www.IndraEnergy.com](http://www.IndraEnergy.com) or by phone at (888) 504-6372.





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