

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 22, 2019 10:38 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260336 [ ref:\_00Dt0GzXt\_500t0GHHpg:ref ]



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

**CASE ID:** 00260336  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Columbus, Ohio 43232  
**SERVICE ADDRESS:** [REDACTED], Columbus, Ohio 43232  
**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:**

Ms. [REDACTED] states that she never authorized enrollment with Indra Energy, but she received charges for \$1.74/CCF on her most recent service. She states that she submitted for cancellation through CGO on March 5, 2019.

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.

## Sariah Brinker

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**From:** Orpheus Craigue  
**Sent:** Wednesday, March 27, 2019 4:15 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260336 [ ref:\_00Dt0GzXt.\_500t0GHHpg:ref 1  
**Attachments:** Agreement.pdf; [REDACTED] TPV.mp3; Confirmation Packet.pdf; Indra Postcard.pdf  
**Categories:** PUCO Complaint

Hello Leah and PUCO,

Regarding Case # 00260336; [REDACTED]

Customer [REDACTED] enrolled this gas account in [REDACTED] name, for Palmco's gas variable rate plan on 8/9/2017, as a result of a door-to-door sale. We've attached the agreement, TPV and confirmation packages sent detailing the terms of service. Palmco began servicing account on 9/19/17.

Gas Plan: : Introductory Rate of \$0.41900 for the first three billing cycles, and a variable rate thereafter.

Palmco began conducting business under its trade name Indra Energy in October 2018. We're attaching the postcard mailed to customers advising of this change.

We received an inbound drop from Columbia Gas 3/5/2019, who established a service end date of 2/19/2019. No ETFs were issued.

On 3/15/2019 [REDACTED] contacted our Customer Service line and expressed unhappiness with her gas bill, and we advised the customer her account would be escalated for further review. Upon review, we determined we would rerate the customer's most recent bill (1/21/19 – 2/19/19) to the rate of 0.418 resulting in a credit in the amount of \$274.16. We reached out to the customer on 3/21/2019 to provide her these details, but were only able to leave a message.

If you need anything further, please let us know. 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>  
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**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Columbus, Ohio 43232

**SERVICE ADDRESS:** [REDACTED] Columbus, Ohio 43232

**AIQ:** Palmco Energy OH LLC

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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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**PALMco Energy OH, LLC / PALMco Power OH, LLC**

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

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

V.E.17-03.27

**CUSTOMER INFORMATION**

Customer Name: [Redacted] Relationship to Account Holder: Hubbels  
Buyer's Date of Birth (mandatory) [Redacted] Full Tax ID (commercial accounts) [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 activate promotions and incentives. PALMco does not sell, provide or share your e-mail information with third parties.  
Service Address: [Redacted] City: Columbus State: Oh Zip Code: 43232  
Billing Address (If Different): [Redacted] City: Columbus State: Oh Zip Code: 43232  
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  
Introductory Electricity Variable Rate Supply: Duke Energy (Account Number 10 digits) Per kWh [Redacted] DP&L (Account Number 10 digits) Per kWh [Redacted] AEP (Customer Number 17 digits) Per kWh [Redacted]  
Toledo Edison (Customer Number 20 digits) Per kWh [Redacted] Illuminating Company (Customer Number 20 digits) Per kWh [Redacted] Ohio Edison (Customer Number 20 digits) Per kWh [Redacted]  
You will pay the introductory rate stated above for the first three 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 electricity utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [Redacted]  
Natural Gas Utility Account Number: [Redacted] Budget Billing: ☐ Yes ☐ No  
Introductory Natural Gas Variable Rate Supply: Duke Energy (Account Number 10 digits) Per Ccf [Redacted] Dominion (Account Number 10 digits) Per MCF [Redacted] Columbia Gas Ohio (Service Delivery 17 digit) Per Ccf [Redacted] Vectren (Account Number 17 digits) Per Ccf [Redacted]  
You will pay the introductory rate stated above for the first three 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: (choose only one) ☐ PALMco's Loyalty Credit ☐ Let us treat you to Dinner!

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

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

1. The representative stated that he/she was representing PALMco and was not from the natural gas and/or electricity distribution company.
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my natural gas and/or electricity.
3. The representative explained to me the price for electricity and/or natural gas under this contract.
4. The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract.
5. The representative explained my right to cancel.
6. The representative left two completed right to cancel notices with me.
7. The representative disclosed that no early termination liability fee would apply if I cancel the contract.

Initials

This is an agreement, together with the Terms and Conditions, 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 above (or in any 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 above (or in any addendum) at a price as described in this Agreement. 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. (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

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: Antonio Scott ) By: [Redacted]  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER [Redacted]  
By: Antonio Scott Date: [Redacted]



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

8/11/2017

[REDACTED]  
Columbus, OH 43232

**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, 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 \$0.41900 for the first three billing cycles, and a variable rate thereafter.

**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. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

**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.

**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 on a month to month basis 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.17-03.27**

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)

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 18, 2019 12:08 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259317 [ ref:\_00Dt0GzXt\_500t0FnQc2:ref ]



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

**CASE ID:** 00259317  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Butler, Ohio 44822  
**SERVICE ADDRESS:** [REDACTED] Butler, Ohio 44822  
**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:**

This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that the company representative with whom she spoke told her that after the initial rate, the company would be getting her the cheapest available rates.

- 1. What was the method of enrollment?**
- 2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed**

**enrollment documents, and the terms and conditions of the enrollment.**

**3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).**

Sincerely,

**Michael Coady**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead 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.\_500t0FnQc2:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Friday, March 22, 2019 3:42 PM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259317 [ ref:\_00Dt0GzXt\_500t0FnQc2:ref ]  
**Attachments:** [REDACTED]-TPV.mp3; [REDACTED]-Agreement.pdf; [REDACTED]-Gas Confirmation Package.pdf; [REDACTED]-Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Michael and the PUCO,

Regarding Case # 00259317, [REDACTED]:

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's variable rate plans on 7/5/18, 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 8/24/18 and 8/1/18, 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:** Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month. 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 her of this brand name change.

On 3/14/19, Ms. [REDACTED] contacted our Customer Service line to cancel her accounts with Indra. Outbound drops were processed without penalty. The customer's gas account stopped receiving our supply on 2/26/19, and the customer's electric account is scheduled to stop receiving our supply on 3/29/19.

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 gas bill to the rate we have on file for her gas utility, which results in an adjustment of \$284.26 for the billing cycle of 1/28/19 – 2/26/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's gas utility in order to be applied to the account. Additionally, the customer's upcoming final electric bill is set to be billed at the rate of \$0.0544 per kWh, which is the rate we have on file for the customer's electric utility.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/2019	2/26/2019	200	\$373.71	\$0.4180	\$83.60	\$5.85	\$89.45	<b>\$284.26</b>

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

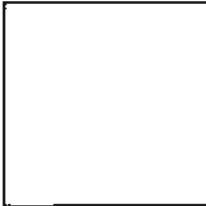
William Schaaf – Asst. Compliance Officer



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

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

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 22, 2019 2:04 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259317 [ ref:\_00Dt0GzXt.\_500t0FnQc2: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:** 00259317

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Butler, Ohio 44822

**SERVICE ADDRESS:** [REDACTED] Butler, Ohio 44822

**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:**

**This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She says that the company representative with whom she spoke told her that after the initial rate, the company would be getting her the cheapest available rates.**

**1. What was the method of enrollment?**

**2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.**

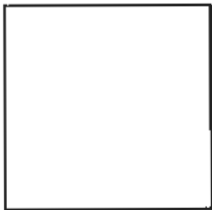
**3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).**

Sincerely,

**Michael Coady**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead 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.\_500t0FnQc2:ref

<2019.07.02 - Entry of Stipulated Protective Order.pdf>

<Ex A to Protective Order (773966xB33A3).DOCX>



PALMco Energy OH, LLC /  
PALMco Power OH, LLC

8751 18<sup>th</sup> Avenue Brooklyn, NY 11214  
Telephone: (877) 726-5062  
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:	City: <u>Butler</u>	State: <u>OH</u> Zip Code: <u>44522</u>
Billing Address (if Different):	City:	State: Zip Code:
Phone Number:	<input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Home	
<b>ACCOUNT INFORMATION</b>		
Third Party Verification # (TPV):	[Redacted]	
Account Holder's Name on Electricity Account:	[Redacted]	
Electricity Utility Account Number:	[Redacted]	
Budget Billing:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Product Code: <u>Variable</u>
Please Choose ONE Of The Electric Price Offerings Below:		
<b>Two phase Fixed Electric Rate:</b>		
<u>Ohio Edison</u>	Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months.	
Insert Utility Name		
<b>Standard Fixed Electric Rate:</b>		
	Fixed Rate of \$ _____ per kWh for _____ months.	
Insert Utility Name		
<b>Introductory Electric Variable Rate:</b>		
<u>Ohio Edison</u>	<u>0.0520000</u>	Per kWh
Insert Utility Name	Insert Introductory Price	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: [Redacted]		
Natural Gas Utility Account Number:	[Redacted]	
Budget Billing:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Please Choose ONE Of The Gas Price Offerings Below:		
<b>Two Phase Fixed Gas Rate:</b>		
<u>Columbia Gas of Ohio</u>	Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months.	
Insert Utility Name		
<b>Introductory Gas Variable Rate:</b>		
<u>Columbia Gas of Ohio</u>		Per Ccf / Mcf
Insert Utility Name	Insert Introductory Price	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>		
Please Read Carefully and Initial in the Appropriate Spaces		
1. The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.		Initials
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.		
3. The representative explained to me the price for electricity and/or natural gas under this contract.		
4. <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/ohio-variable-rates">https://palmcoenergy.com/ohio/ohio-variable-rates</a> .		
5. <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.		
6. The representative explained my right to cancel.		
7. The representative left two completed right to cancel notices with me.		
8. The representative disclosed that no early termination liability fee would apply, if I cancel the contract.		
<b>CUSTOMER AUTHORIZATION</b>		
1. 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.		
2. 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.		
3. 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 COPIES 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 Conditions on the reverse side.		
For: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)	By: [Redacted]	
By: <u>A. Wetzel</u>	By: [Redacted]	
REPRESENTATIVE'S NAME (PRINT)	ID NUMBER	
By: <u>[Signature]</u>	Date: <u>07/05/2018</u>	
REPRESENTATIVE'S SIGNATURE	MONTH / DAY / YEAR	
OH-E10153886		



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

**w:** PalmcoEnergy.com  
**e:** CustomerService@PalmcoEnergy.com  
**toll free:** 1 (877) 726 5862

7/9/2018



Butler, OH 44822

**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:** Introductory Rate of \$0.05100/kWh 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:** 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](https://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



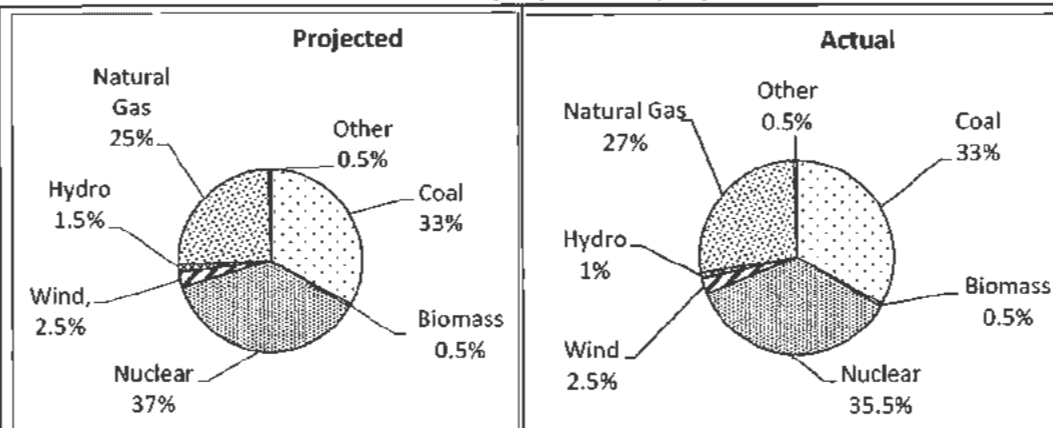
## Environmental Disclosure Information – Quarterly Comparisons

### PALMco Power OH, LLC

#### Projected Data for the 2017 Calendar Year

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

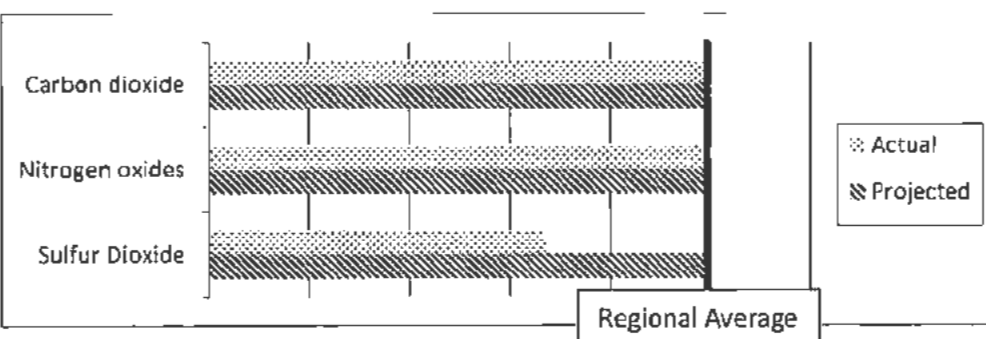
**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



**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  
**e:** CustomerService@PalmcoEnergy.com  
**toll free:** 1 (877) 726 5862

7/9/2018



Butler, OH 44822

**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

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**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.

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**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.

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**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

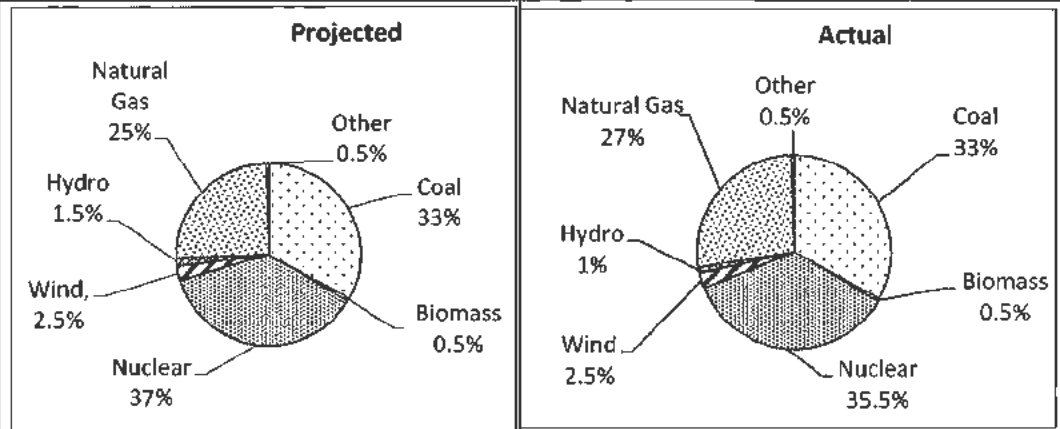
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



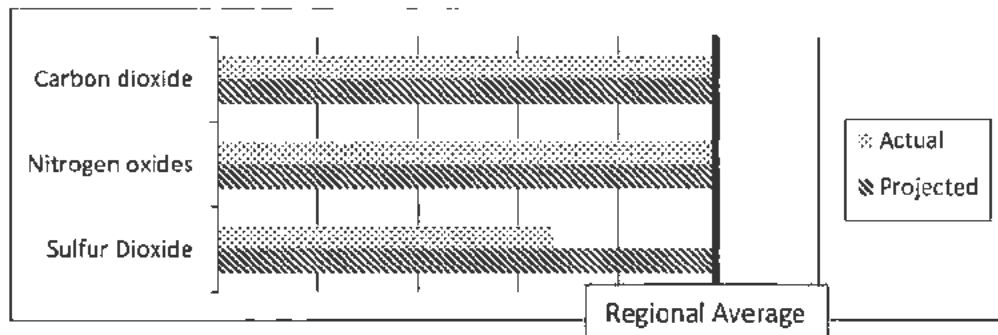
#### Environmental Characteristics–

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 | 1.877.726.5852 | [PalmcoEnergy.com](http://PalmcoEnergy.com)

## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Thursday, April 04, 2019 3:56 PM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259317 [ ref:\_00Dt0GzXt.\_500t0FnQc2:ref ]

Hello Michael,

We expect the utility to receive the refund sometime next week.

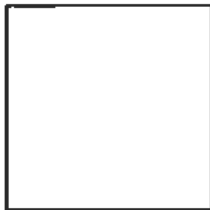
William Schaaf – Asst. Compliance Officer



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

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

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, April 3, 2019 5:04 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259317 [ ref:\_00Dt0GzXt.\_500t0FnQc2:ref ]



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

**CASE ID:** 00259317

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Butler, Ohio 44822

**SERVICE ADDRESS:** [REDACTED], Butler, Ohio 44822

**AIQ:** Palmco Energy OH LLC

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

**If you have not already sent the customer's refund to her utility, please mail directly to her.**

**In either case, please advise when the utility or customer should receive the refund amount.**

Sincerely,

**Michael Coady**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead 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.\_500t0FnQc2:ref

**From:** Cindi Mack <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 15, 2019 7:59 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt\_500t0Fn7c1:ref ]



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

**CASE ID:** 00258695  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Youngstown, Ohio 44511  
**SERVICE ADDRESS:** [REDACTED], Youngstown, Ohio 44511  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**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 morning!

Ms. [REDACTED] states that her bills have doubled since her enrollment. She said that she's tried to contact the company, only to be told someone will get back to her, but she never hears from anyone.

When and how was the account acquired?  
Please forward a copy of the sales call, any signed documents, terms and conditions, and the TPV for review.  
When did the customer begin billing with the company?  
How did the company determine how much the MVR would be?

If there is any other helpful information that I should know, it would be greatly appreciated. Thank you!

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.

ref:\_00Dt0GzXt.\_500t0Fn7c1:ref

## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Thursday, March 21, 2019 3:06 PM  
**To:** Cindi Mack  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt\_500t0Fn7c1:ref ]  
**Attachments:** [REDACTED].TPV.mp3; Finley-Sales Call.mp3; [REDACTED]-Gas Confirmation Package.pdf; [REDACTED]-Electric Confirmation Package.pdf; Indra Postcard.pdf; [REDACTED]-Gas Confirmation Package-Fixed Plan.pdf

Hello Cindi and the PUCO,

Regarding Case # 00258695, [REDACTED]:

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's variable rate plans on 4/24/18, 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. Palmco began servicing the customer's gas and electric accounts on 5/15/18 and 6/16/18, respectively.

**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.

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0500 per kWh, after which rate would vary month-to-month. No ETFs.

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

On 2/19/19, Ms. [REDACTED] contacted our Customer Service line and verified a switch to a new fixed rate plan for her gas account. We've attached the confirmation packet mailed to the customer confirming the switch, which was in a 100%-Green 13-Month Two-Phase fixed plan, with an initial rate of \$4.40 per Mcf for the first month, followed by \$7.206 per Mcf for the remaining 12 months; this plan also does not carry any ETFs. The customer also requested an adjustment to her most variable gas bill for the billing cycle of 1/16/19 – 2/14/19, and was advised that her account would be escalated for review.

Upon review, we determined that we will rerate the customer's bill in question to the rate of \$4.40 per Mcf, which matches the initial rate of the fixed plan she agreed to. This results in an adjustment of \$343.32 for the billing cycle of 1/16/19 – 2/14/19, which will be sent to the customer's gas utility in order to be applied to her account. We attempted to follow up the customer on 3/21/19, but were only able to leave a voicemail message. At this point, the customer's gas account is set continue receiving our supply according to the fixed rate terms she agreed to.

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:** Cindi Mack <contactthepuco@puc.state.oh.us>

**Sent:** Friday, March 15, 2019 7:59 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt.\_500t0Fn7c1:ref ]



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

**CASE ID:** 00258695

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Youngstown, Ohio 44511

**SERVICE ADDRESS:** [REDACTED], Youngstown, Ohio 44511

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**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 morning!

Ms. [REDACTED] states that her bills have doubled since her enrollment. She said that she's tried to contact the company, only to be told someone will get back to her, but she never hears from anyone.

When and how was the account acquired?

Please forward a copy of the sales call, any signed documents, terms and conditions, and the TPV for review.

When did the customer begin billing with the company?

How did the company determine how much the MVR would be?

If there is any other helpful information that I should know, it would be greatly appreciated. Thank you!

Sincerely,

**Cindi Mack**

Public Utilities Commission of Ohio

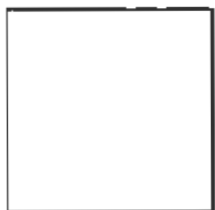
Service Monitoring and Enforcement Department

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.



ref:\_00Dt0GzXt.\_500t0Fn7c1:ref



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

4/25/2018

[REDACTED]  
Youngstown, OH 44511

**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

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

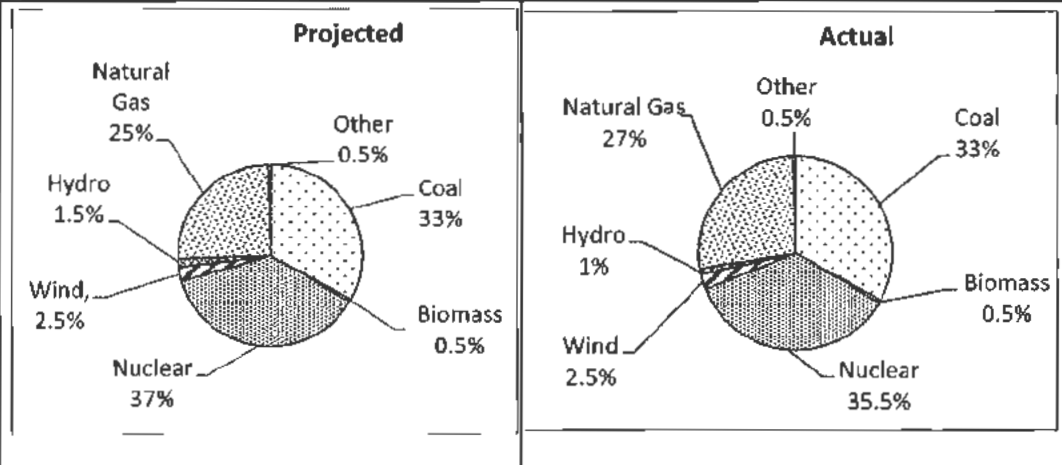
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



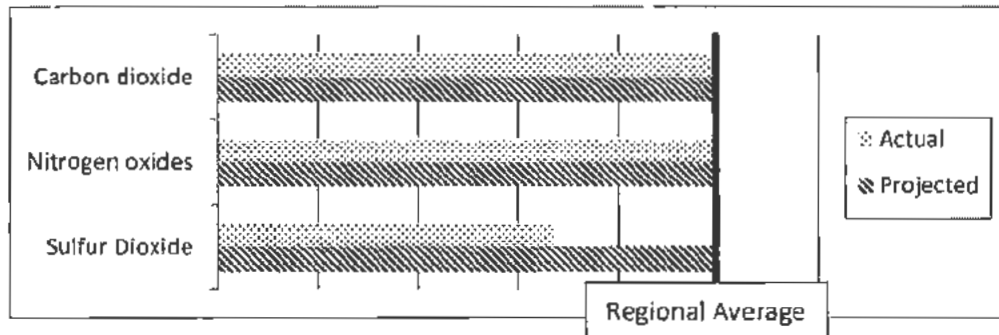
**Environmental Characteristics–**

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

4/25/2018



Youngstown, OH 44511

### 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:** Introductory Rate of \$0.05000/kWh 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:** 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.

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**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.

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**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

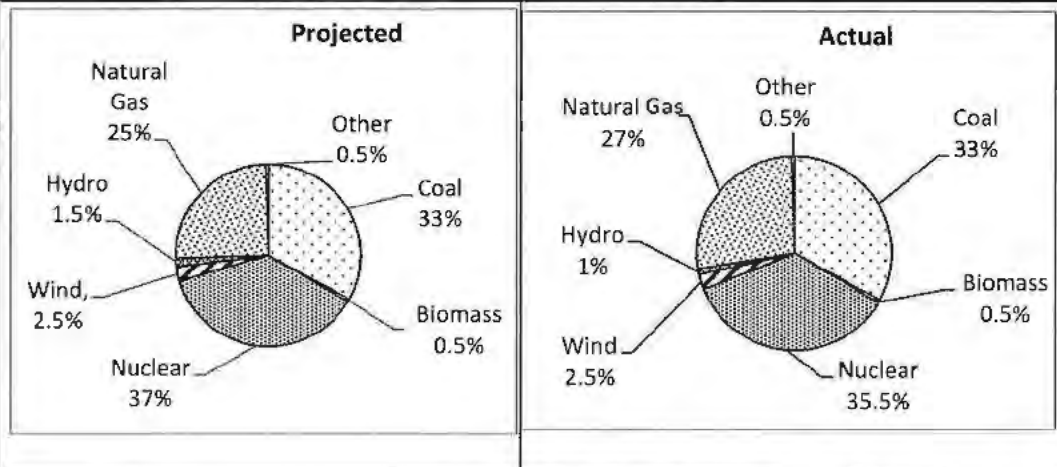
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### PALMco Power OH, LLC

#### 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.



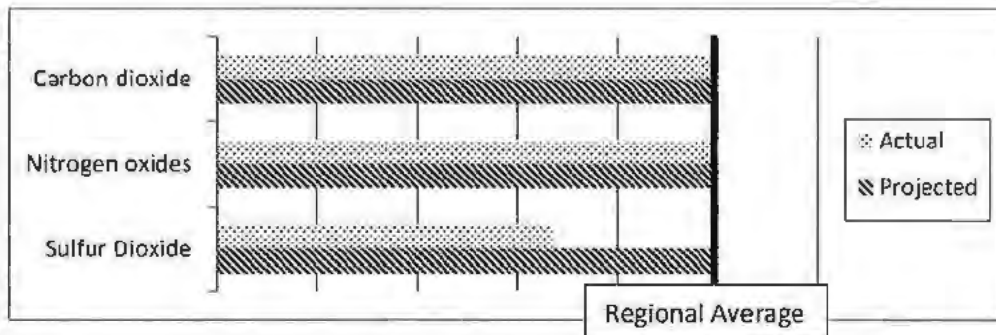
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Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### 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)



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

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

**2/20/2019**



Youngstown, OH 44511

**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:** Initial Rate of \$4.40000/Mcf for the first month followed by a Fixed Rate of \$7.20600/Mcf for the remaining 12 months.

**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.

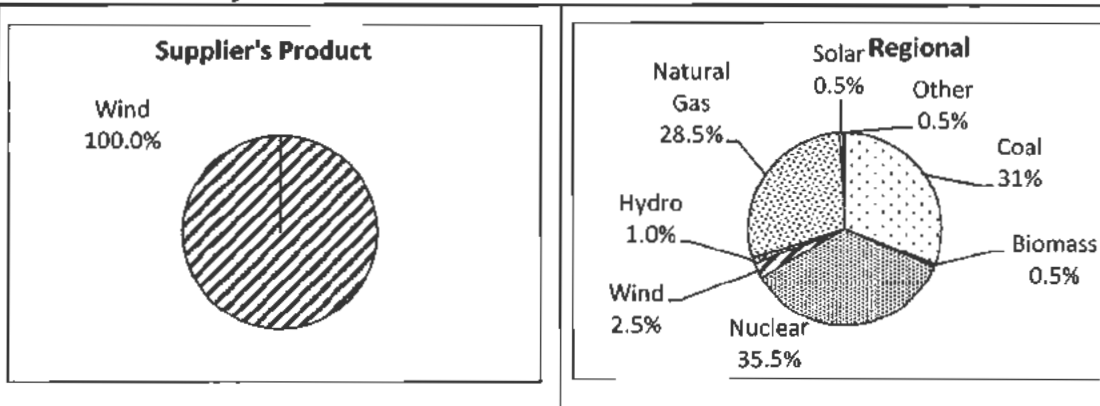
**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's 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

### Projected Data for the 2019 Calendar Year

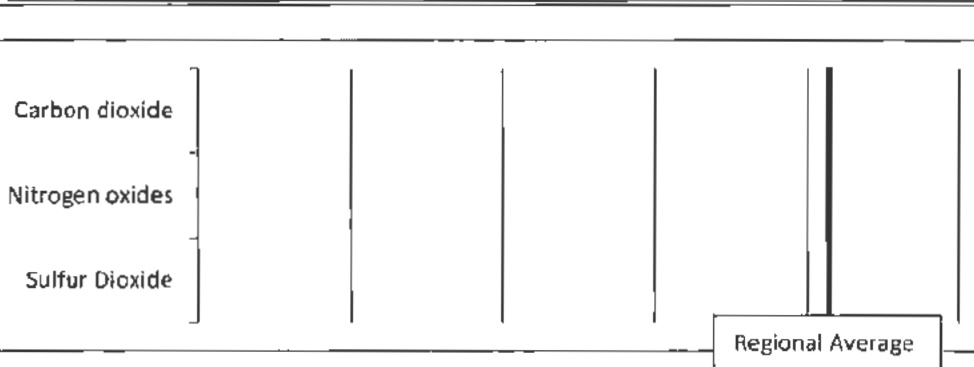
**Mix -**  
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



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

**A comparison between the air emissions related to this product and the regional average air emissions.**



Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste		Lbs./1,000 kWh
Low-Level Radioactive Waste		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:** Monday, May 06, 2019 1:19 PM  
**To:** 'Cindi Mack'  
**Cc:** Indra Energy Compliance; Becky Glover; Mark Whitt  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt\_500t0Fn7c1:ref ]  
**Attachments:** 20190219\_212831\_3307804168.mp3; 20190219\_223405\_3307804168.mp3; [REDACTED] D electric-PUCO.xlsx

Cindi,

Please see attached for the spreadsheet detailing that the senior discount which was applied on the electric account since August 2018, and had been in effect since then. The gas account was switched to a fixed rate plan, which did not include the discount sold under the initial plan. Therefore, the gas account was not eligible for the discount following the switch to a fixed rate plan.

The attached recordings provides the customers' consent.

Please let me know if you need anything further.

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:** Cindi Mack <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 3, 2019 9:06 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>; William Schaaf <wschaaf@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt\_500t0Fn7c1:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO  
Third Request for Information  
Please Respond Within 48 Hours**

**CASE ID:** 0025869

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Youngstown, Ohio 44511

**SERVICE ADDRESS:** [REDACTED] Youngstown, Ohio 44511

**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:**

I sent two follow-up requests to you at [wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com) on April 4 and April 19. Please review and respond within 48 hours.

\*\*\*\*\*

The enrollment information you provided is regarding the customer's enrollment from April 25 2018. During this sales call, your sales agent told Ms. [REDACTED] that she would receive a senior citizens discount of 10% on both her elect and gas accounts after the third bill. The TPV did not verify this with Ms. [REDACTED].

Please forward a spreadsheet to support that the company applied the 10% discount to both utilities.

Additionally, I need the sales call and TPV for her February 19, 2019 enrollment.

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.

ref:\_00Dt0GzXt.\_500t0Fn7c1:ref

Begin Read Date	End Read Date	Type	Rate Code	Total	Billed Usage	Unit Price
		Electric - Misc. Adjustment		-25	0.00	0.00
3/16/2019	4/15/2019	Electric - Charge	FEOHOHED_0.040	103.56	682	0.15
2/16/2019	3/15/2019	Electric - Charge	FEOHOHED_0.040	93.06	583	0.16
1/17/2019	2/15/2019	Electric - Charge	FEOHOHED_0.040	95.07	673	0.14
12/14/2018	1/16/2019	Electric - Charge	FEOHOHED_0.040	79.79	716	0.11
11/15/2018	12/13/2018	Electric - Charge	FEOHOHED_0.040	60.72	600	0.10
10/16/2018	11/14/2018	Electric - Charge	FEOHOHED_0.040	59.37	622	0.10
9/18/2018	10/15/2018	Electric - Charge	FEOHOHED_0.040	43.15	443	0.10
8/15/2018	9/17/2018	Electric - Charge	FEOHOHED_0.040	64.15	658	0.10
7/18/2018	8/14/2018	Electric - Charge	FEOHOHED_INT04	27.05	541	0.05
6/15/2018	7/17/2018	Electric - Charge	FEOHOHED_INT04	45.95	919	0.05
4/18/2018	5/15/2018	Electric - Charge	FEOHOHED_VAR	52.80	474	0.11
3/20/2018	4/17/2018	Electric - Charge	FEOHOHED_INT12	28.41	557	0.05
2/17/2018	3/19/2018	Electric - Charge	FEOHOHED_INT12	32.44	636	0.05
1/19/2018	2/16/2018	Electric - Charge	FEOHOHED_INT12	31.98	627	0.05

## Sariah Brinker

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**From:** Keenia Joseph  
**Sent:** Wednesday, May 22, 2019 1:15 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance; Becky Glover; Mark Whitt  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt.\_500t0Fn7c1:ref ]  
**Attachments:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt.\_500t0Fn7c1:ref ]

Cindi,

Please see attached for the response sent on May 6<sup>th</sup>. Please let me know if you have any further questions.

Keenia Joseph – Director of Compliance



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
**P:** 718-975-6611  
**F:** 718.851.2427

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

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, May 22, 2019 12:59 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>; William Schaaf <wschaaf@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt.\_500t0Fn7c1:ref ]

Good afternoon,

I have sent three requests to your company. On on April 4, 19 and May 3. Please respond within 48 hours.

Cindi

----- Original Message -----

**From:** Cindi Mack [contactthepuco@puc.state.oh.us]  
**Sent:** 5/3/2019 9:06 AM  
**To:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com); [wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258695 [ ref:\_00Dt0GzXt.\_500t0Fn7c1:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO**

**Third Request for Information**

**Please Respond Within 48 Hours**

**CASE ID:** 0025869

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Youngstown, Ohio 44511

**SERVICE ADDRESS:** [REDACTED], Youngstown, Ohio 44511

**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:**

I sent two follow-up requests to you at [wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com) on April 4 and April 19. Please review and respond within 48 hours.

\*\*\*\*\*

The enrollment information you provided is regarding the customer's enrollment from April 25 2018. During this sales call, your sales agent told Ms. [REDACTED] that she would receive a senior citizens discount of 10% on

both her elect and gas accounts after the third bill. The TPV did not verify this with Ms [REDACTED]

Please forward a spreadsheet to support that the company applied the 10% discount to both utilities.

Additionally, I need the sales call and TPV for her February 19, 2019 enrollment.

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.

**Cheryl Smith**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 24, 2019 4:00 PM  
**To:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt\_500t0lg0NF:ref ]

**Second Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00502102

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per MCF for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?
7. Was the customer previously promised a credit that she did not receive?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,

**Tara 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.

----- Original Message -----

**From:** Tara Jones [contactthepuco@puc.state.oh.us]

**Sent:** 5/9/2019 1:52 PM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt\_500t0Ig0NF:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Natural Gas or Electric Supply**

**Please Respond Within 3 Business Days**

**CASE ID:** 00502102

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

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Please review the account and advise:

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3. What was the customer billed per MCF for all service periods during which the customer was enrolled?
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Sincerely,

**Tara Jones**

Public Utilities Commission of Ohio

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ref:\_00Dt0GzXt.\_500t0Ig0NF:ref

**Cheryl Smith**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 31, 2019 12:02 PM  
**To:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt.\_500t0Ig0NF:ref ]

**Third Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00502102  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Cleveland, Ohio 44102  
**SERVICE ADDRESS:** [REDACTED], Cleveland, Ohio 44102  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

----- Original Message -----

**From:** PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]  
**Sent:** 5/24/2019 3:59 PM  
**To:** compliance@indraenergy.com  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt.\_500t0Ig0NF:ref ]

**Second Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00502102  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Cleveland, Ohio 44102  
**SERVICE ADDRESS:** [REDACTED], Cleveland, Ohio 44102  
**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

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with your company.

Please review the account and advise:

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2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
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6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?
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Please also provide copies of all enrollment materials to include (as applicable):

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3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
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7. The contract expiration notices mailed to the customer.

Sincerely,

**Tara Jones**

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

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----- Original Message -----

**From:** Tara Jones [contactthepuco@puc.state.oh.us]

**Sent:** 5/9/2019 1:52 PM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ref:\_00Dt0GzXt\_500t0Ig0NF:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Natural Gas or Electric Supply**

**Please Respond Within 3 Business Days**

**CASE ID:** 00502102

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Cleveland, Ohio 44102

**SERVICE ADDRESS:** [REDACTED], Cleveland, Ohio 44102

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

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Sincerely,

**Tara Jones**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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ref:\_00Dt0GzXt\_500t0Ig0NF:ref

## Cheryl Smith

---

**From:** Indra Energy Compliance  
**Sent:** Thursday, June 06, 2019 4:45 PM  
**To:** 'Tara Jones'  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt.\_500t0lg0NF:ref ]  
**Attachments:** [REDACTED] TPV.mp3; [REDACTED] Confirmation Package Gas.pdf

Good afternoon.

The customer authorized the enrollment of her natural gas account on August 14, 2018, via a telemarketing sale, into our variable rate plan at an introductory rate of \$2.60000 per Mcf for the first two billing cycles, and a variable rate thereafter. Attached is the Third-Party Verification voluntarily conducted by the customer and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to the customer.

The enrollment was submitted to the customer's utility company on October 31, 2018, for the customer's natural gas account, with a service start date received from the utility of September 5, 2018. On February 9, 2019, we received a cancellation request from the utility with a service end of date of February 6, 2019. Please note there is no early termination fee assessed to the customer's energy account.

To resolve this matter, two credits were issued to the customer's natural gas account in the amount of \$75.00 each on April 16 and May 17, 2019; neither checks have been cashed.

Regards,

Bellkys Castillo – Compliance Supervisor



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

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

**From:** Tara Jones <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, May 9, 2019 1:52 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt.\_500t0lg0NF:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00502102

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Cleveland, Ohio 44102

**SERVICE ADDRESS:** [REDACTED], Cleveland, Ohio 44102

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

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7. The contract expiration notices mailed to the customer.

Sincerely,

**Tara Jones**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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ref:\_00Dt0GzXt.\_500t0lg0NF:ref



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

8/16/2018



Cleveland, OH 44102

**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 \$2.60000/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

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

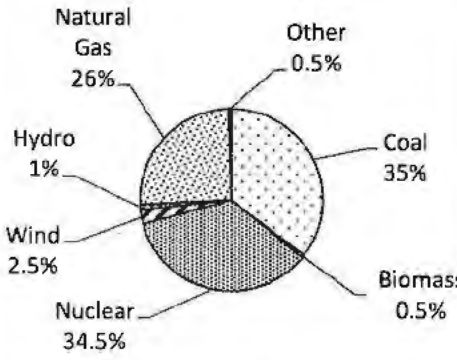
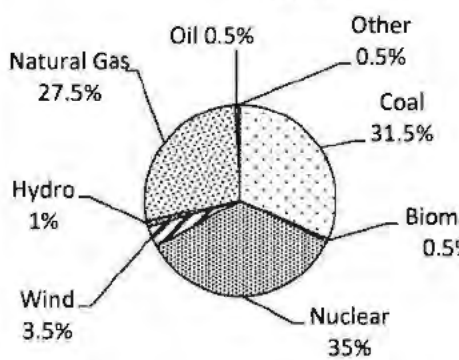
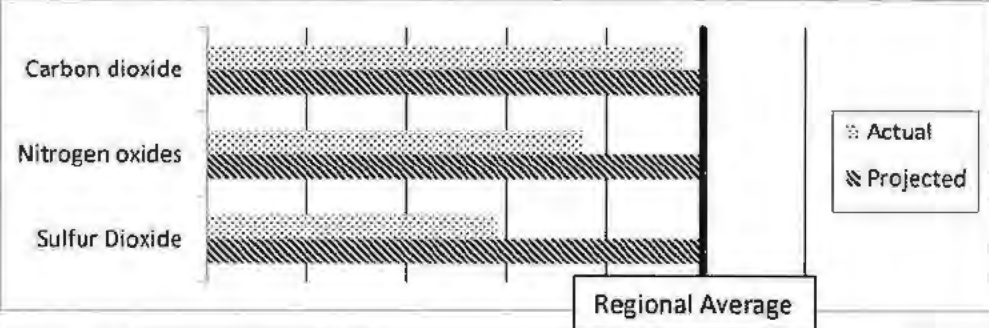
ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**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 (IPV), 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 2018 Calendar Year												
Actual Data for the Period 01/01/18 to 3/31/18												
<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 PALMco Power OH, LLC at <a href="http://www.palmcoenergy.com">www.palmcoenergy.com</a> or by phone at (877) 726-5862.												



**Cheryl Smith**

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**From:** Tara Jones <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, May 09, 2019 1:52 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502102 [ ref:\_00Dt0GzXt\_  
500t0lg0NF:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00502102

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44102

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per MCF for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?
7. Was the customer previously promised a credit that she did not receive?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

Sincerely,

**Tara 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\_500t0Ig0NF:ref

**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 22, 2019 1:06 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260418 [ ref\_00Dt0GzXt\_500t0GHLre:ref ]



**Public Utilities  
Commission**

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

**CASE ID:** 00260418  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Germantown, Ohio 45327  
**SERVICE ADDRESS:** [REDACTED] Germantown, Ohio 45327  
**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment dispute with Indra. The customer states she received a bill with a rate of 19.885969 kwh, and called Indra to get more information. The customer states she listened to the TPV and states it was not her. The customer states the TPV did state however the rate was supposed 5.5 per kwh.

When was this account enrolled, and how?

Please provide copies of:

- \*The sales call to this customer
- \*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
- \*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
- \*Any signed enrollment agreements
- \*Renewal letters

Please provide any additional information that may assist in investigation.

Sincerely,

**Maureen Harbolt**

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:** Wednesday, March 27, 2019 12:22 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260418 [ ref:\_00Dt0GzXt\_500t0GHLre:ref ]  
**Attachments:** [REDACTED]-TPV.mp3; [REDACTED]-Sales Call.mp3; [REDACTED]-Confirmation Pack-Electric.pdf; [REDACTED]-Confirmation Pack-Gas.pdf

Hello Maureen and the PUCO,

Regarding Case # 00260418, [REDACTED]:

This customer's gas and electric accounts were enrolled in Indra's service on 10/15/18, as the result of a telephone sale. The enrollment was completed by Mr. [REDACTED] who indicated he was authorized to enroll the accounts. 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 electric account on 11/29/18. The customer's gas account did not receive our supply, as the enrollment was rejected by the customer's gas utility.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of \$0.0530 per kWh, after which rate would vary month-to-month. No ETFs.

On 3/6/19, Ms. [REDACTED] contacted our Customer Service line to cancel her account with Indra. An outbound drop was processed, and the customer's electric account stopped receiving our supply on 3/25/19.

In the interest of resolving the customer's complaint, we are willing to rerate the customer's variable bills to the rate we have on file for her electric utility. This results in a total adjustment of \$453.38 for the billing period of 1/24/19 – 3/25/19, which will be sent to the customer's electric utility to be applied to the account. 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 of \$0.0530 for her first two billing cycles, and then have returned to the utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/22/2019	3/25/2019	1396	\$244.43	\$0.0563	\$78.59	\$165.84
1/24/2019	2/22/2019	2017	\$401.10	\$0.0563	\$113.56	\$287.54
						\$453.38

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:** Friday, March 22, 2019 1:06 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260418 [ ref:\_00Dt0GzXt.\_500t0GHLre:ref ]



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

**CASE ID:** 00260418

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Germantown, Ohio 45327

**SERVICE ADDRESS:** [REDACTED], Germantown, Ohio  
45327

**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment dispute with Indra. The customer states she received a bill with a rate of 19.885969 kwh, and called Indra to get more information. The customer states she listened to the TPV and states it was not her. The customer states the TPV did state however the rate was supposed 5.5 per kwh.

When was this account enrolled, and how?

Please provide copies of:

- \*The sales call to this customer
- \*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
- \*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
- \*Any signed enrollment agreements
- \*Renewal letters

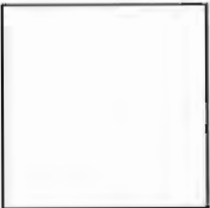
Please provide any additional information that may assist in investigation.

Sincerely,

**Maureen Harbolt**

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](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**10/17/2018**

[REDACTED]  
**Germantown, OH 45327**

**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 **DP&L**. You will receive a confirmation notice from **DP&L** 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 \$0.05300/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



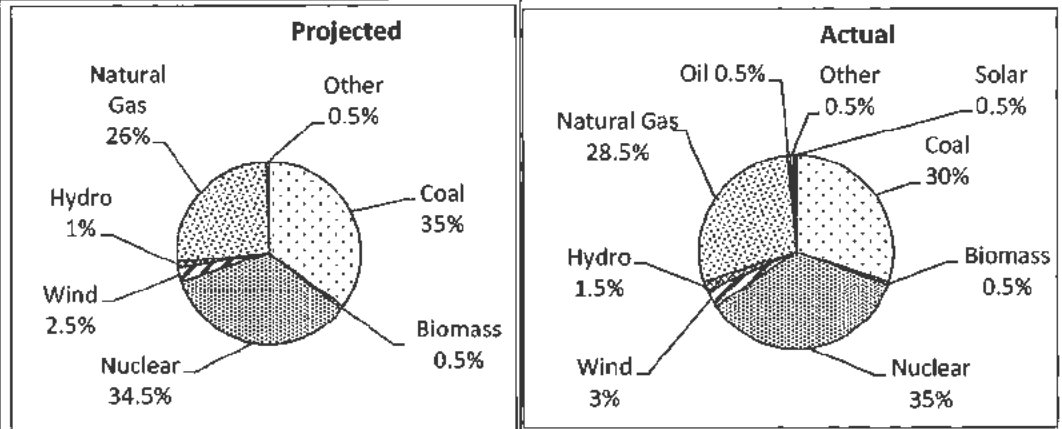
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



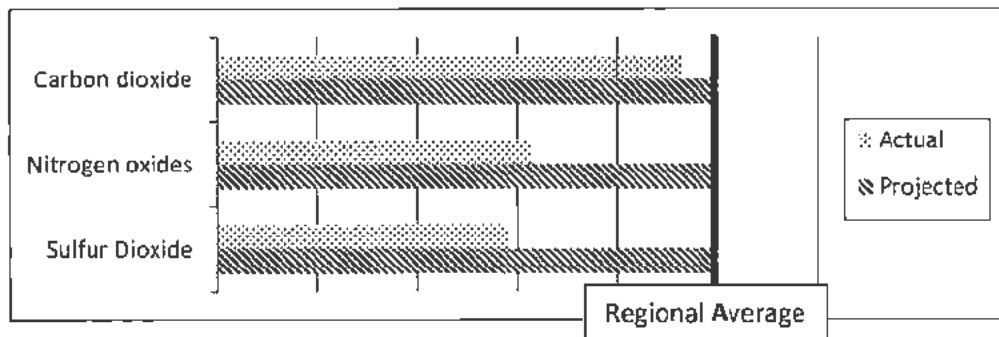
#### Environmental Characteristics–

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

**10/17/2018**

[REDACTED]  
**Germantown, OH 45327**

**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 **Vectren**. You will receive a confirmation notice from **Vectren** 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 \$0.35000/Ccf 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 Vectren.

**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.

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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.

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**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



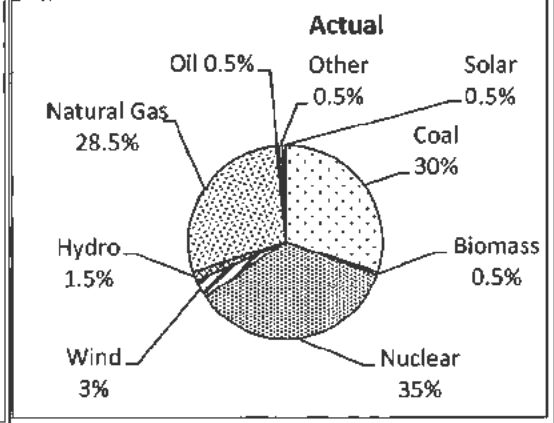
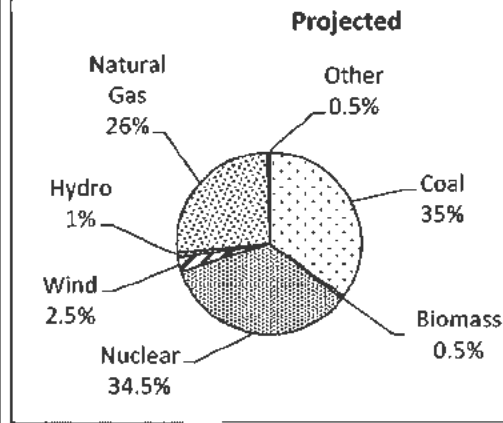
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



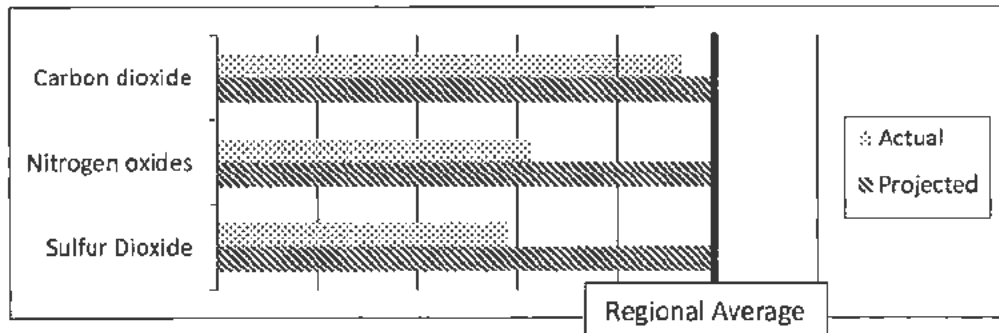
#### Environmental Characteristics–

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.



**From:** Cindi Mack <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, March 21, 2019 8:31 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt\_500t0Fnvp:ref ]



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

**CASE ID:** 00260142

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

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

Good morning!

Ms. [REDACTED] complaint is regarding the high MVR, \$17.00 per mcf that she was charged after her initial rate expired in December. She said that the company did not notify her that her rate was due to expire.

When did the enrollment take place?  
Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.  
When did her account begin billing with the company?  
Did she initially enroll in a fixed rate plan?

If so, did the plan have an ETF? If so, how much?  
Was she properly advise during the enrollment that she'd be notified prior to the expiration date of her initial rate plan?  
Did the company notify her that the rate was due to expire? If so, when and please forward a copy of the notice for review.  
Please forward a copy of the TPV and the terms and conditions for review.  
How much was she charged while billing under the MVR?  
How did the company determined the amount of each MVR billed to her?  
Please confirm that her enrollment has been canceled and if so, when will the account final bill with the company?

If there is any other information that I should know, it would be greatly appreciated.

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.

ref:\_00Dt0GzXt.\_500t0Fnvpv:ref

## Sariah Brinker

**From:** Orpheus Craigue  
**Sent:** Friday, April 05, 2019 7:54 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt.\_500t0Fnvpv:ref ]

**Categories:** PUCO Complaint

Good morning Cindi,

Regarding Case 00260142 for Ms. [REDACTED]:

Please see below for our calculations for this rerate. We will proceed with issuing this adjustment as you ordered here. Thank you.

Begin Date	End Date	Billed Usage (ccf)	Rate	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total
2/6/19	3/7/19	134	1.7364	\$ 232.68	0.29250	39.20	-	39.20
1/8/19	2/6/19	144	0.7981	\$ 114.93	0.30200	43.49	-	43.49
12/5/18	1/8/19	130	0.8320	\$ 108.16	0.37120	48.26	-	48.26
11/2/18	12/5/18	121	0.9298	\$ 112.51	0.47850	57.90	-	57.90
10/4/18	11/2/18	54	0.8680	\$ 46.87	0.32550	17.58	-	17.58
9/5/18	10/4/18	6	1.0867	\$ 6.52	0.30910	1.85	-	1.85
8/6/18	9/5/18	12	0.5867	\$ 7.04	0.29650	3.56	-	3.56
7/6/18	8/6/18	11	0.2673	\$ 2.94	0.28920	3.18	-	3.18
6/6/18	7/6/18	13	0.2500	\$ 3.47	0.30660	3.99	0.27	4.26

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:** Tuesday, April 2, 2019 13:31  
**To:** Orpheus Craigue <ocraigue@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt.\_500t0Fnvpv:ref ]

Good afternoon,

Thank you for the previous information. After reviewing the TPV and the documents you provided, I have determined the company is not in compliance with O.A.C. 4901:1-29-06(E)(1)(g). The company must within one business day send the customer a written contract detailing the terms and conditions.

The enrollment took place on Thursday, May 17, 2018 and the company did not send the contract until Monday, May 21.

Please re-rate the customer's account from time on inception. Please forward a spread sheet detailing each billing cycle, the consumption, the rate that was charged, the utilities SCO rate and the total amount of the reimbursement.

Thanks,  
Cindi

----- Original Message -----

**From:** Orpheus Craigie [ocraigie@indraenergy.com]

**Sent:** 3/25/2019 10:26 AM

**To:** [contactthepuco@puco.ohio.gov](mailto:contactthepuco@puco.ohio.gov)

**Cc:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref:\_00Dt0GzXt.\_500t0Fnvpv:ref ]

Hello Cindi and PUCO,

Regarding Case # 00260142; [REDACTED]:

Customer [REDACTED] enrolled in Palmco's gas variable rate plan on 5/17/18, as a result of a door to door sale. We've attached the signed contract, TPV recording, and confirmation packages sent detailing the terms of service. Palmco began servicing the gas account on 6/6/2018.

Gas Plan: Introductory Rate of \$2.50000/Mcf for the first two billing cycles, and a variable rate thereafter.

Palmco began conducting business under its trade name Indra Energy in October 2018. We're attaching the postcard mailed to customers advising of this change.

On 3/21/2019 Ms. [REDACTED] called and expressed unhappiness with her gas bill. Customer was offered a switch from variable to a fixed rate plan, but customer refused and requested cancellation instead. Per customers request a drop transaction was submitted with no ETF's issued to the customer. DEO established service end date of 4/10/2019 for the gas account.

We followed up with the customer later that same day, 3/21/2019, and advised that we would rerate her most recent bill, as well as her final upcoming gas bill to the rate we have on record for her utility, as shown by the calculations below. This will provide the customer with the financial effect of an expedited return to their utility. The customer indicated she was satisfied with this resolution. Additionally, the customer was added to our internal Do Not Call and Do Not Knock lists.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/6/19	3/7/19	134	\$ 232.68	0.29250	39.20	\$ 193.49

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."*

Thank you.

Orpheus Craigue – Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

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] complaint is regarding the high MVR, \$17.00 per mcf that she was charged after her initial rate expired in December. She said that the company did not notify her that her rate was due to expire.

When did the enrollment take place?

Was this a telephonic enrollment? If so, please forward a copy of the sales call for review.

When did her account begin billing with the company?

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If so, did the plan have an ETF? If so, how much?

Was she properly advise during the enrollment that she'd be notified prior to the expiration date of her initial rate plan?

Did the company notify her that the rate was due to expire? If so, when and please forward a copy of the notice for review.

Please forward a copy of the TPV and the terms and conditions for review.

How much was she charged while billing under the MVR?

How did the company determined the amount of each MVR billed to her?

Please confirm that her enrollment has been canceled and if so, when will the account final bill with the company?

If there is any other information that I should know, it would be greatly appreciated.

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.

ref:\_00Dt0GzXt.\_500t0Fnvpv:ref

## Sariah Brinker

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**From:** Orpheus Craigue  
**Sent:** Monday, March 25, 2019 10:26 AM  
**To:** Cindi Mack  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref\_00Dt0GzXt\_500t0Fnpvp:ref ]  
**Attachments:** [REDACTED] - Signed Contract.pdf; [REDACTED] TPV.mp3; Conf Letter.pdf; Indra Postcard.pdf  
**Categories:** PUCO Complaint

Hello Cindi and PUCO,

Regarding Case # 00260142; [REDACTED]:

Customer [REDACTED] enrolled in Palmco's gas variable rate plan on 5/17/18, as a result of a door to door sale. We've attached the signed contract, TPV recording, and confirmation packages sent detailing the terms of service. Palmco began servicing the gas account on 6/6/2018.

Gas Plan: Introductory Rate of \$2.50000/Mcf for the first two billing cycles, and a variable rate thereafter.

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We followed up with the customer later that same day, 3/21/2019, and advised that we would rerate her most recent bill, as well as her final upcoming gas bill to the rate we have on record for her utility, as shown by the calculations below. This will provide the customer with the financial effect of an expedited return to their utility. The customer indicated she was satisfied with this resolution. Additionally, the customer was added to our internal Do Not Call and Do Not Knock lists.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/6/19	3/7/19	134	\$ 232.68	0.29250	39.20	\$ 193.49

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."*

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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:** Cindi Mack <contactthepuco@puc.state.oh.us>

**Sent:** Thursday, March 21, 2019 08:31

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260142 [ ref: \_00Dt0GzXt.\_500t0Fnvpv:ref ]



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

**CASE ID:** 00260142

**CUSTOMER:** [REDACTED]

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

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

**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:**

Good morning!

Ms. [REDACTED] complaint is regarding the high MVR, \$17.00 per mcf that she was charged after her initial rate expired in December. She said that the company did not notify her that her rate was due to expire.

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Was she properly advise during the enrollment that she'd be notified prior to the expiration date of her initial rate plan?

Did the company notify her that the rate was due to expire? If so, when and please forward a copy of the notice for review.

Please forward a copy of the TPV and the terms and conditions for review.

How much was she charged while billing under the MVR?

How did the company determined the amount of each MVR billed to her?

Please confirm that her enrollment has been canceled and if so, when will the account final bill with the company?

If there is any other information that I should know, it would be greatly appreciated.

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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**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)**  
**CUSTOMER INFORMATION**

VE18-04.17

Customer Name: [Redacted] Relationship to Account Holder: Acct Holder  
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 activate promotions and incentives. PALMco does not sell, provide or share your e-mail information with third parties.  
Service Address: [Redacted] City: Akron State: Oh Zip Code: 44301  
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  
Product Code: 1

**Fixed Electricity Rate:**

- ☐ AEP - Columbus Southern (17 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ AEP - Ohio Power (17 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ DP&L (10 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ DUKE (10 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ Ohio Edison (20 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ The Illuminating Company (20 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months  
☐ Toledo Edison (20 Digits) - Initial Rate of \$ / kWh for first 1 month followed by a Fixed Rate of \$ / kWh for the remaining months

**Account Holder's Name on Natural Gas Account:**

Natural Gas Utility Account Number: [Redacted] Budget Billing: ☒ Yes ☐ No

**Introductory Gas Variable Rate:**

Dominion	<u>2.50</u>	Per Mcf	Columbia Gas Ohio		Per Ccf
	(Account Number 13 digits)			(Account Number 12 digits)	
Vectren		Per Ccf			
	(Account Number 16 digits)				

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:**

- ☐ Duke (10 Digits) - Initial Rate of \$ / Ccf for first 1 month followed by a Fixed Rate of \$ / Ccf for the remaining 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 and/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 basis until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only:** 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.
- 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 YOU RECEIVE COPIES 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 Conditions on the reverse side.

For: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)

By: [Redacted]

By: Anthony Collette (1011)  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER  
Anthony Collette  
REPRESENTATIVE'S SIGNATURE

By: [Redacted]

Date: 05 / 18 / 18  
MONTH / DAY / YEAR

OH-E 10145522



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

5/21/2018



Akron, OH 44301

**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 \$2.50000/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

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



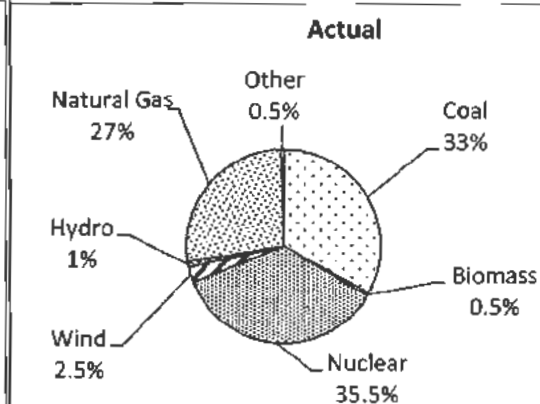
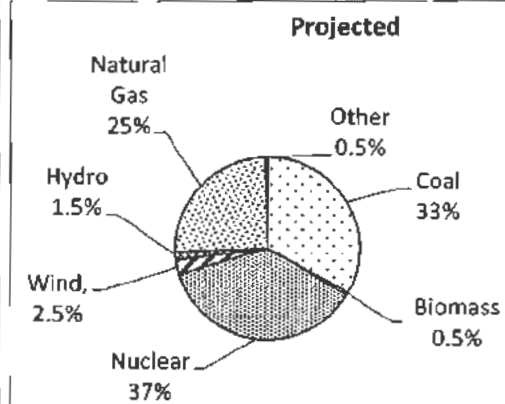
## Environmental Disclosure Information – Quarterly Comparisons

### PALMco Power OH, LLC

**Projected Data for the 2017 Calendar Year**

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

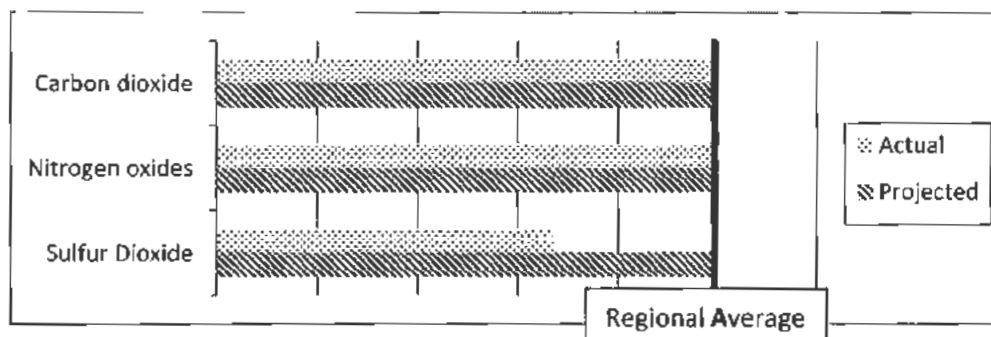
**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



**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)

**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00505625

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Greenville, Ohio [REDACTED]

**SERVICE ADDRESS:** [REDACTED] Ohio [REDACTED]

**AIQ:** Palmon Power OH LLC

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:** [REDACTED] states he signed up with the company and agreed to an introductory rate that would go variable. He assumed there was a legal cap the company could charged on the variable rate. He has found out there is not and has cancelled his account. He would like this reviewed.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.

4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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.\_500t0lh2Rq:ref

## Cheryl Smith

---

**From:** Indra Energy Compliance  
**Sent:** Tuesday, May 28, 2019 4:32 PM  
**To:** 'Andrea Smith'  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505625 [ ref:\_00Dt0GzXt.\_500t0lh2Rq:ref ]  
**Attachments:** [REDACTED] TPV.mp3; [REDACTED] Confirmation Package Electric.pdf; [REDACTED] Confirmation Package Gas.pdf

Good afternoon.

The customer authorized the enrollment of his electric and natural gas accounts on November 29, 2018, via a door-to-door sale, into our variable rate plan at an introductory rate of \$0.05300 per kWh and \$0.38000 per Ccf, both for the first two billing cycles, and a variable rate thereafter. Attached is the Third-Party Verification conducted by the customer and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to the customer for each energy account.

The enrollment was submitted to the customer's utility company on December 4, 2018, with a service start date received from the utility of January 9, 2019, for the electric account, and March 6, 2019, for the natural gas account. On May 20, 2019, the customer requested cancellation of his energy accounts, which we immediately processed, and received a service end of date from the utility of May 21, 2019. Please note there is no early termination fee assessed to either of the customer's energy accounts.

Regards,

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:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, May 21, 2019 8:48 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505625 [ ref:\_00Dt0GzXt.\_500t0lh2Rq: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

**12/3/2018**

[REDACTED]  
Greenville, OH [REDACTED]

**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 **DP&L**. You will receive a confirmation notice from **DP&L** 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 \$0.05300/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:** Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.

**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)

V.OHE 18-10.01



## **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

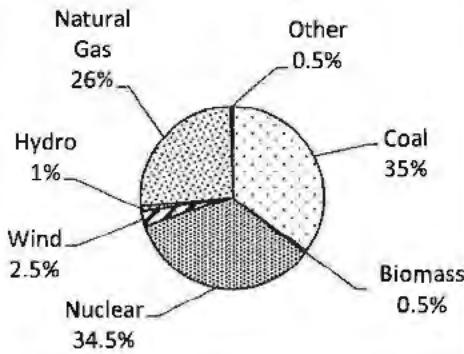
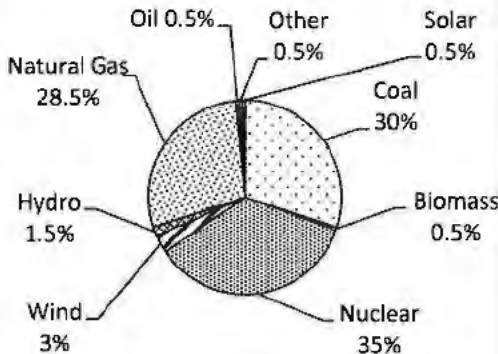
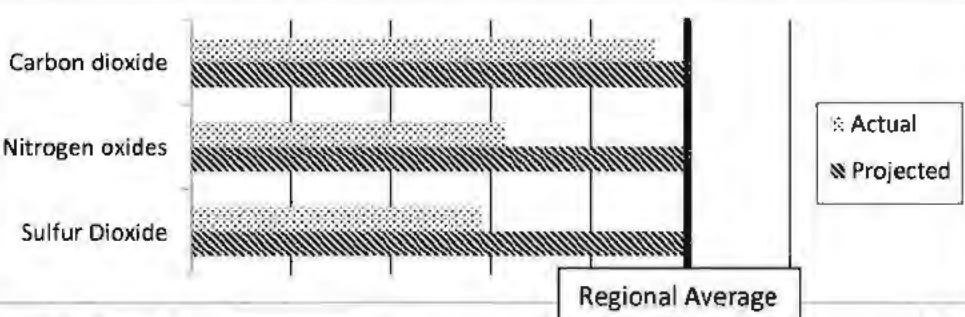
AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**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.												



**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

**12/3/2018**

[REDACTED]  
Greenville, OH [REDACTED]

**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 **Vectren**. You will receive a confirmation notice from **Vectren** 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 \$0.38000/Ccf 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 Vectren.

**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)



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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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**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

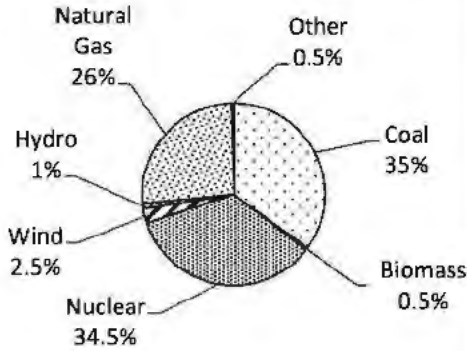
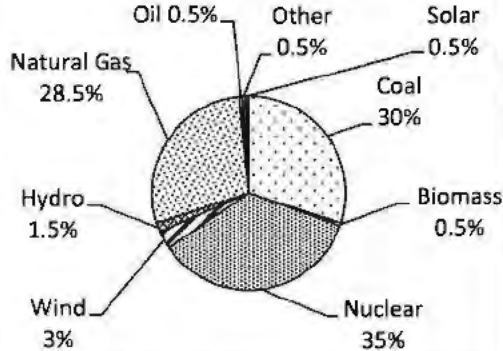
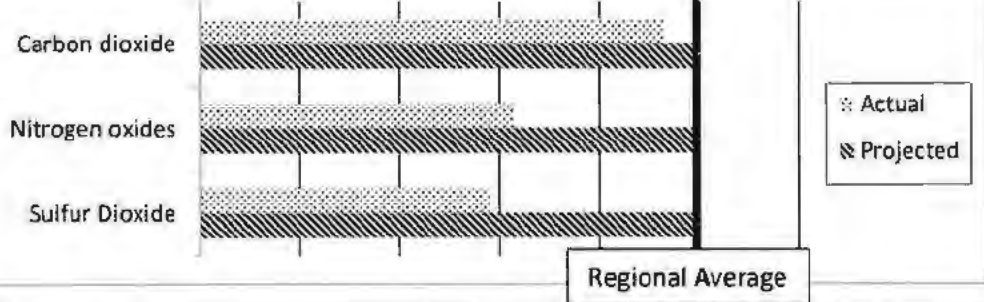
AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**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.	<div>Projected</div> 		<div>Actual</div> 									
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.	<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.												

**Cheryl Smith**

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**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, May 21, 2019 8:48 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505625 [ ref:\_00Dt0GzXt\_500t0lh2Rq:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00505625

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Greenville, Ohio [REDACTED]

**SERVICE ADDRESS:** [REDACTED], Greenville, Ohio [REDACTED]

**AIQ:** Palmco Power OH LLC

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:** [REDACTED] states he signed up with the company and agreed to an introductory rate that would go variable. He assumed there was a legal cap the company could charged on the variable rate. He has found out there is not and has cancelled his account. He would like this reviewed.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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.\_500t0Ih2Rq:ref

## Cheryl Smith

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**From:** Indra Energy Compliance  
**Sent:** Monday, June 03, 2019 1:58 PM  
**To:** 'Andrea Smith'  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505636 [ ref:\_00Dt0GzXt.\_500t0lh2bi:ref ]  
**Attachments:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505625 [ ref:\_00Dt0GzXt.\_500t0lh2Rq:ref ]

Good afternoon.

Please be advised we have addressed the customer's concerns via Case No. 00505625; response is attached for your convenience.

We respectfully request these two cases be linked to ensure responses and supporting documents have been received by PUCO to satisfy these cases.

Thank you for your assistance.

Regards,

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:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 31, 2019 1:41 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505636 [ ref:\_00Dt0GzXt.\_500t0lh2bi:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00505636

**CUSTOMER:** [REDACTED]

**SERVICE ADDRESS:** [REDACTED] Greenville, Ohio [REDACTED]

**AIQ:** Palmco Energy OH LLC

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:** [REDACTED] states he signed up with the company and agreed to an introductory rate that would go variable. He assumed there was a legal cap the company could charged on the variable rate. He has found out there is not and has cancelled his account. He would like this reviewed.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.

4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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,\_500t0lh2bi:ref



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

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

**12/3/2018**

[REDACTED]  
Greenville, OH [REDACTED]

**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 **DP&L**. You will receive a confirmation notice from **DP&L** 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 \$0.05300/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:** Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.

**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

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

V.OHE 18-10.01



## **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.

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**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

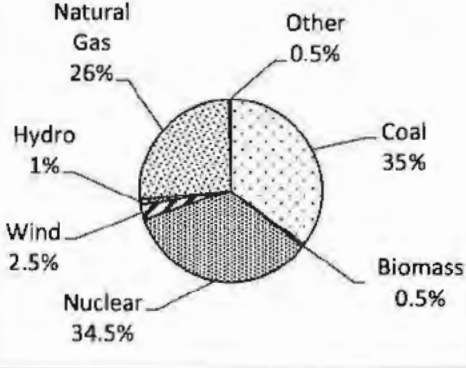
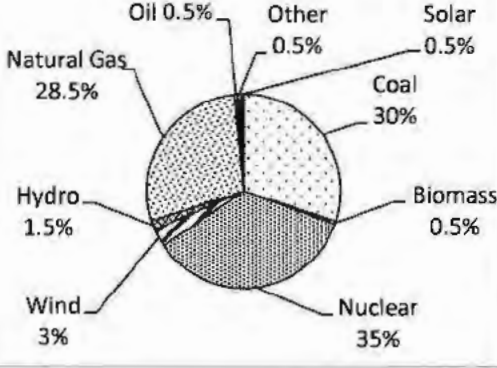
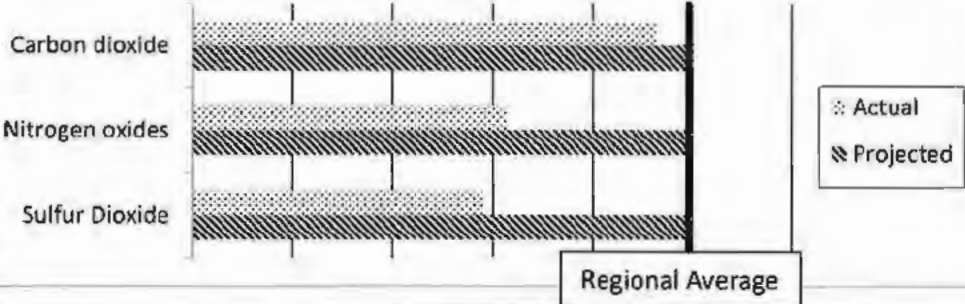
AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

**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.												



**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

**12/3/2018**

[REDACTED]  
Greenville, OH [REDACTED]

**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 **Vectren**. You will receive a confirmation notice from **Vectren** 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 \$0.38000/Ccf 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 Vectren.

**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.**

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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.

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**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

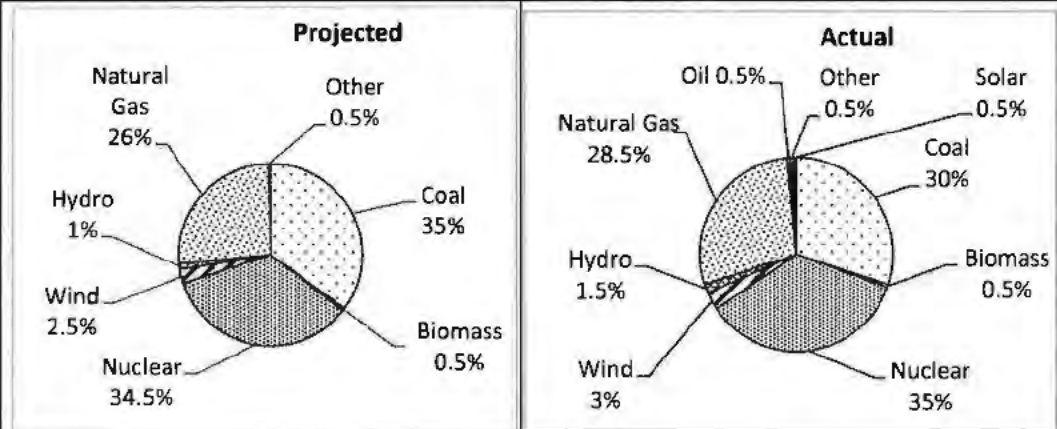
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



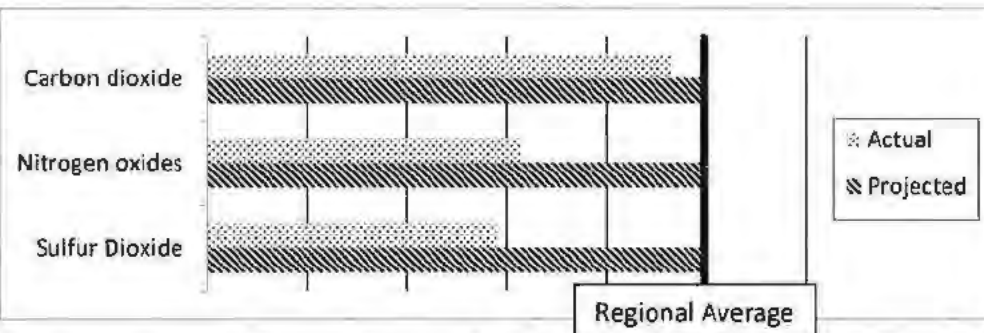
#### Environmental Characteristics–

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.

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 31, 2019 1:41 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00505636 [ ref:\_00Dt0GzXt\_500t0lh2bi:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00505636

**CUSTOMER:** [REDACTED]

**SERVICE ADDRESS:** [REDACTED], Greenville, Ohio [REDACTED]

**AIQ:** Palmco Energy OH LLC

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:** [REDACTED] states he signed up with the company and agreed to an introductory rate that would go variable. He assumed there was a legal cap the company could charged on the variable rate. He has found out there is not and has cancelled his account. He would like this reviewed.

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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,\_500t0Ih2bi:ref

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 15, 2019 8:59 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256132 [ ref\_00Dt0GzXt\_500t0FMk2w:ref ]



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

**CASE ID:** 00256132

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Columbus, Ohio [REDACTED]

**SERVICE ADDRESS:** [REDACTED]  
[REDACTED] Columbus, Ohio [REDACTED]

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:** [REDACTED] has contacted me back and states he has not received the refund as of yet. Can you tell me when and how he will receive his credit adjustment. 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)

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ref: 00Dt0GzXt.\_500t0FMk2w:ref

## Sariah Brinker

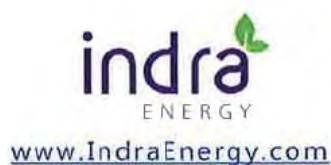
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**From:** Keenia Joseph  
**Sent:** Tuesday, April 30, 2019 2:55 PM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256132 [ ref:\_00Dt0GzXt.\_500t0FMk2w:ref ]

Hi Andrea,

The adjustment was sent to the customers' gas utility on 3/22/19, and was applied to the customers' account. We estimate that the customer will see the adjustment within 1-2 billing cycles.

Keenia Joseph – Director of Compliance



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

**From:** Andrea Smith  
**Sent:** Friday, April 26, 2019 10:06 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256132 [ ref:\_00Dt0GzXt.\_500t0FMk2w:ref ]



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

**CASE ID:** 00256132

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Columbus, Ohio [REDACTED]

**SERVICE ADDRESS:** [REDACTED]

[REDACTED] Columbus, Ohio [REDACTED]

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:** An initial complaint was sent to you on April 15 and again on April 23. Please review the customer's concerns and respond within three business days. The original e-mail is below.

[REDACTED] has contacted me back and states he has not received the refund as of yet. Can you tell me when and how he will receive his credit adjustment. 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.\_500t0FMk2w:ref

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 15, 2019 4:51 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ ref:\_00D10GzXt\_500t0Ehf9:ref ]



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

**CASE ID:** 00250217  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Centerville, Ohio [REDACTED]  
**SERVICE ADDRESS:** [REDACTED] Centerville, Ohio [REDACTED]  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**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:**

**This customer's son contacted the PUCO again. On March 8, 2019, the company advised that it was sending an adjustment in the amount of \$339.92 to Dayton Power & Light. The customer's son has not seen the adjustment, either on the DP&L bill, or in the form of a check mailed to his mother.**

**Please advise.**  
Sincerely,  
**Michael Coady**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead 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,\_500t0Ehfl9:ref

## Sariah Brinker

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**From:** Keenia Joseph  
**Sent:** Wednesday, May 01, 2019 10:30 AM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ ref:\_00Dt0GzXt.\_500t0Ehfl9:ref ]

Hi Michael and the PUCO,

The adjustment was sent to the customers' electric utility on 3/22/19, and was applied to the customers' account. 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:** Michael Coady  
**Sent:** Wednesday, April 24, 2019 8:56 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00250217 [ ref:\_00Dt0GzXt.\_500t0Ehfl9:ref ]



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

**CASE ID:** 00250217

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Centerville, Ohio [REDACTED]

**SERVICE ADDRESS:** [REDACTED], Centerville, Ohio [REDACTED]

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:**

**This customer's son contacted the PUCO again. On March 8, 2019, the company advised that it was sending an adjustment in the amount of \$339.92 to Dayton Power & Light. The customer's son has not seen the adjustment, either on the DP&L bill, or in the form of a check mailed to his mother.**

**Please advise.**

Sincerely,

**Michael Coady**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Lead 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.\_500t0Ehfl9:ref

**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, April 12, 2019 10:20 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258648 [ ref\_00Dt0GzXt\_500t0Fn6na:ref ]



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

**CASE ID:** 00258648

**COMPANY:**

**CUSTOMER:** [REDACTED]

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

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

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:**

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.

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  
**Sent:** Monday, April 29, 2019 2:20 PM  
**To:** Indra Energy Compliance  
**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 [REDACTED]

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

**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)

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ref:\_00Dt0GzXt.\_500t0Fn6na:ref

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/10/2019 12:27:06 PM**

**in**

**Case No(s). 19-0957-GE-COI**

Summary: Exhibit Ex. 7 Part 20 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.