

AEP Energy Business Referral Program Terms and Conditions

The AEP Energy Business Referral Program (the "Program") is designed to reward current AEP Energy, Inc. ("AEP Energy") retail electric business customers that are in good standing ("Current Customers") for referring other such similar customers within the Ohio, Illinois, Pennsylvania, New Jersey, District of Columbia, Delaware and Maryland retail electric service territories for enrollment with AEP Energy. AEP Energy (and AEP Energy-affiliated company) employees, officers, directors and agents or family members or persons living in the same household of any of the foregoing are not eligible to participate in the Program. By submitting a referral under the Program, each Referring Customer (as hereinafter defined) acknowledges that it has read and unconditionally agrees to be bound by these terms and conditions and the decisions of AEP Energy, which are final and binding in all respects. The Program is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

The Program

The Program begins at 12:01 AM Eastern Prevailing Time ("EPT") on January 29, 2018, and ends at 11:59 PM EPT on November 15, 2018 (the "Referral Period").

During the Referral Period, Current Customers may submit potential retail electric business customer referrals (each, a "Potential Referral") through the AEP Energy Program website (the "Program Website") located at www.AEPenergy.com/refer (each such referring Current Customer, a "Referring Customer" or "you"). Referring Customers must fully complete and submit all required fields on the Program Website related to the Potential Referral, including contracting entity name and applicable decision-maker's(s) name(s), telephone number(s) and email address(es). No other method of referral is permitted, and incomplete and/or inaccurate referrals are void. Within thirty (30) business days of each such submission of a Potential Referral for consideration, AEP Energy shall use reasonable efforts to inform the relevant Referring Customer whether AEP Energy rejects such Potential Referral for solicitation by AEP Energy as a result of Referring Customer's referral hereunder (Absent such rejection, the Potential Referral is deemed accepted by AEP Energy), such decision in AEP Energy's sole and absolute discretion, without recourse and which may be based upon whether such Potential Referral is already known to AEP Energy and/or AEP Energy is already soliciting such Potential Referral through its own sales team. For the avoidance of doubt, Referring Customer shall not earn any Referral Reward (as hereinafter defined) on any Potential Referral that is not accepted by AEP Energy under this paragraph and does not become a Referral.

A "Referral" is a Potential Referral that signs an energy purchase agreement with AEP Energy for not less than fifty (50) annual megawatt hours (MWh) of retail electric supply for not less than a twelve (12) month term as the result of Referring Customer referring such entity with a related accepted enrollment by the applicable local utility (each, an "Energy Purchase Agreement"), was not a previous customer of AEP Energy, and whose account remains current on payments and in good standing for two (2) monthly billing cycles after enrollment (the "Good Standing Period"). Referring Customer acknowledges and agrees that: (1) AEP Energy maintains sole and absolute discretion to accept or reject any Potential Referral; (2) AEP Energy reserves all rights to conduct credit reviews and

thereafter accept or reject any Potential Referral in AEP Energy's sole and absolute discretion; and (3) AEP Energy is under no obligation to execute any Energy Purchase Agreement with any Potential Referral.

Program Requirements and Restrictions

- Each Referring Customer must be a Current Customer of AEP Energy at the time of Referral Reward validation.
- Referring Customers may refer an unlimited number of Potential Referrals to AEP Energy, but each Referring Customer who earns more than \$600 in Referral Rewards in any given calendar year may be issued a Form 1099-MISC in accordance with federal tax law.
- Referral Rewards are not available to a Referring Customer for any (a) Potential Referral that enrolls with AEP Energy prior to AEP Energy accepting or rejecting such Potential Referral for solicitation by AEP Energy; or (b) Potential Referral that completes enrollment after cancellation or termination of the Program.
- AEP Energy's product offerings are not available in all areas.
- Only one Referring Customer is permitted per Referral.
- Only one Referral Reward will be issued per Referral.

Referral Reward Information

AEP Energy will issue compensation for each Referral as a one-time bill credit on Referring Customer's AEP Energy monthly retail electric bill following Referral's completion of the Good Standing Period, in an amount according to Referral's Historical Annual Usage, as specified in the table below (each, a "Referral Reward"). For any Referral with fewer than twelve (12) previous meter read cycles of available usage, AEP Energy shall, in its sole and absolute discretion, estimate an annual usage based on the most recent data available and estimates of seasonal variance. In the event that a Referral signs multiple Energy Purchase Agreements with AEP Energy, AEP Energy shall pay Referring Customer a Referral Reward upon the signing of the first Energy Purchase Agreement only.

<u>Historical Annual Usage</u>	<u>Referral Reward</u>
Equal to or greater than <u>50</u> MWh but less than <u>500</u> MWh	\$100
Equal to or greater than <u>500</u> MWh but less than <u>5,000</u> MWh	\$500
Equal to or greater than <u>5,000</u> MWh	\$1,000

Referral Rewards are not redeemable for cash. The sale, barter, assignment, or other disposal of Referral Rewards is expressly prohibited. Referral Rewards do not constitute property, may not be assigned and are not transferable to any third party. Any Referral Rewards assigned, sold, or otherwise transferred in violation of these terms and conditions is void. Each Referring Customer is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes) with respect to any Referral Reward.

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Program Guidelines on Endorsements and Testimonials:

- **Be honest and accurate.** As part of your participation in the Program, you agree and acknowledge that you are responsible for making truthful and accurate statements about AEP Energy's products/services in connection with any referral. The safest way to make a referral is to be honest and accurate. If you are unsure about the answer to a question about an AEP Energy product/service in connection with your referral, refer that person to www.AEPenergy.com or AEP Energy's customer support. Please be aware that, per the "FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising," you can be held liable for false or misleading statements made in connection with your endorsement or testimonial about an AEP Energy product/service.
- **Disclose the fact that you are an AEP Energy customer.** You must disclose your relationship with AEP Energy at the outset of any referral communication. This means you must disclose the fact that you are an AEP Energy customer at the beginning of the conversation with any Potential Referral. The disclosure can be as simple as: "I am an AEP Energy customer and this is my personal opinion." Be sure to clearly and conspicuously make this disclosure.
- **Disclose the fact that you may receive a Referral Reward for a successful referral.** You must clearly and conspicuously disclose the fact that you, the Referring Customer, may receive a Referral Reward for a successful referral.

By submitting a Potential Referral under the Program, you are agreeing to abide by these Program Guidelines on Endorsements and Testimonials ("Guidelines"). Failure to abide by these Guidelines can result in immediate termination of your participation in the Program and forfeiture of any Referral Rewards. Referring Customer shall remain in full compliance with any and all applicable federal, state and local laws, rules and regulations, including all applicable agent, broker and consultant licensing laws, rules and regulations and, as such, shall not participate in any given sales process with a Potential Referral after submitting the referral on the Program Website. Participation in the Program shall not be interpreted to create an employment, partnership, joint venture, parent-subsidiary, agency or any similar relationship between you and AEP Energy. Any Referring Customer should not hold itself as an employee, manager, agent or partner of AEP Energy.

Disclosure of Information

You authorize AEP Energy to disclose necessary information related to the Program to agents of AEP Energy or its affiliates, such as independent auditors, consultants or attorneys and to comply with government agency or court orders or requests.

Limitation of Warranty

THE PROGRAM IS PROVIDED TO EACH PARTICIPANT "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AEP ENERGY EXCLUDES ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THESE TERMS AND CONDITIONS, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING IMPLIED WARRANTIES AND TERMS AS TO MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY

PARTICULAR PURPOSE AND IMPLIED WARRANTIES AND TERMS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE GIVEN OR MADE BY OR ON BEHALF OF AEP ENERGY PRIOR TO THESE TERMS AND CONDITIONS AND YOU WAIVE ALL REMEDIES WHICH MIGHT OTHERWISE BE AVAILABLE TO YOU IN RESPECT OF SUCH REPRESENTATION, WARRANTY OR OTHER ASSURANCE.

ALTHOUGH AEP ENERGY INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE PROGRAM WEBSITE, AEP ENERGY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THE PROGRAM WEBSITE IS FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, AEP ENERGY DOES NOT WARRANT THAT ACCESS TO THE PROGRAM WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND AEP ENERGY ASSUMES NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THE PROGRAM WEBSITE.

Limitation of Liability

AEP ENERGY SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF INCOME OR PROFITS)), HOWEVER CAUSED AND WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE IN CONNECTION WITH: (A) THE PROGRAM; (B) ANY FAILURE, DELAY, OR DECISION BY AEP ENERGY IN ADMINISTERING THE PROGRAM; OR (C) THE USE OR INABILITY TO USE THE PROGRAM WEBSITE, EVEN IF AEP ENERGY, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Termination or Changes to the Program

AEP Energy reserves the right to cancel, suspend, terminate or otherwise modify the Program (or any portion thereof) at any time and for whatever reason without notice. Notification of Program termination may be publicized on the Program Website. AEP Energy will not be responsible for failing to notify you of Program termination where such failure is caused by your failure to check the Program Website. AEP Energy may modify these terms and conditions from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check these terms and conditions of the Program regularly to determine whether they have been modified. If you do not agree to any modification of these terms and conditions, you must immediately cease participation in the Program.

Fraud; Termination of Participation

Participation in the Program is subject to these terms and conditions. Any failure to comply with them, any fraud or abuse relating to the accrual or redemption of Referral Rewards, or any misrepresentation of any information furnished to AEP Energy or its affiliates by you, or anyone acting on your

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behalf, may result in the termination of your participation in the Program and cancellation and/or forfeiture of your Referral Rewards.

followed by the phrase "without limitation." These terms and conditions constitute the entire agreement between you and AEP Energy with respect to the Program.

Disputes/Errors

All questions or disputes regarding the Program, including questions or disputes regarding eligibility for the Program and all interpretations of Program terms and conditions shall be at the sole and absolute discretion of AEP Energy. In the event that an error is made by AEP Energy, such error shall not constitute a breach of these terms and conditions.

Other Terms

AEP Energy is not responsible for late, incomplete, inaccurate, misrouted or delayed Potential Referral submissions or transmissions on the Program Website or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer or otherwise relating to or in connection with the Program. AEP Energy is also not responsible for any incorrect or inaccurate information, whether caused by Program Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program. AEP Energy is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from their participating in the Program or downloading materials from or use of the Program Website.

Persons who tamper with or abuse any aspect of the Program, including the Program Website, or attempt to undermine the legitimate operation of the Program by cheating, deception or other unfair practices, or intend to annoy, abuse, threaten or harass any Current Customer or Potential Referral or AEP Energy's representatives or who are in violation of these terms and conditions, as determined by AEP Energy in its sole and absolute discretion, may result in the termination of your participation in the Program and cancellation and/or forfeiture of your Referral Rewards. Any attempt to deliberately damage the content or operation of the Program, including the Program Website, is unlawful and subject to legal action by AEP Energy. AEP Energy shall have the sole right to disqualify any Program participant for violation of these terms and conditions or any applicable laws relating to the Program, and to resolve all disputes in its sole and absolute discretion. The failure of AEP Energy to enforce any term of these terms and conditions shall not constitute a waiver of that provision. As to all matters of construction and interpretation, these terms and conditions shall be interpreted, governed by, and construed in accordance with the laws of the State of Illinois, without regard to its choice of law provisions.

Any action arising out of these terms and conditions shall be filed in any state or federal court within the State of Illinois, in the plaintiff party's sole discretion, and each of AEP Energy and Referring Customer irrevocably submit to the jurisdiction of said courts for purpose of any such actions. Each of AEP Energy and Referring Customer further consent to venue in said courts and specifically waive any objection to venue, including forum non conveniens. EACH OF AEP ENERGY AND REFERRING CUSTOMER ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED. If any provision of these terms and conditions is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The words "include," "includes," and "including" when used in these terms and conditions shall be deemed to be