

Duquesne Light Company

Standard Offer Customer Referral Program Rules

(Including Standard Offer Supplier Application and Agreement)

July 26, 2013

STANDARD OFFER CUSTOMER REFERRAL PROGRAM RULES

ARTICLE 1 INTRODUCTION

- 1.1 **Program Overview.** Duquesne Light Company (“Duquesne Light” or the “Company”) is soliciting electric generation suppliers (“EGSs”) to provide competitive retail service to Residential and Small Commercial and Industrial (“Small C&I”) customers under a customer referral program with uniform terms and conditions.¹ EGSs participating in this program (the “Standard Offer,” “Standard Offer Program,” or “Program”) will offer fixed prices to Residential and Small C&I customers for service spanning twelve consecutive billing cycles. Participating EGSs may elect to make offers only to Residential customers, only to Small C&I customers, or to both customer classes. This document (“Program Rules”) describes the process by which EGSs may qualify and submit applications, the rules with which each accepted Standard Offer supplier (“Standard Offer Supplier”) must comply, and the standard terms and conditions for service provided by the Standard Offer Supplier under this Program. The Standard Offer Program will begin August 16, 2013 subject to the terms and conditions herein.
- 1.2 **Application.** Participating EGSs must qualify by submitting an application (“Standard Offer Supplier Application” or “Application”) to Duquesne Light demonstrating their qualifications to become a Standard Offer Supplier as described in Section 3.1 and Section 3.2. These qualifications include a current EGS license issued by the Pennsylvania Public Utility Commission (“the Commission”) and the ability to comply with provisions of Duquesne Light’s Electric Generation Supplier Coordination Tariff (“Supplier Tariff”). As part of the qualifying process, the Applicant will be required to execute a “Standard Offer Supplier Agreement” in which the Applicant agrees to various requirements.
- 1.3 **Fixed Price to Customers.** In the Standard Offer Supplier Agreement, the Applicant agrees to offer interested customers who are eligible for the Program a fixed price (“Standard Offer Price”), in cents per kilowatt-hour, for electric generation service (including all components represented by Duquesne Light’s Price-to-Compare) spanning twelve consecutive billing cycles (the “Standard Offer Period”). In the Standard Offer Supplier Application, the Applicant may elect to make offers only to eligible Residential customers, only to eligible Small C&I customers, or to eligible customers within both customer classes. The fixed price to be offered to a given Residential or Small C&I customer by the Applicant must be seven percent (7%) lower than the Duquesne Light default service “Price-to-Compare” (“PTC”) in effect at the time of the offer for the rate schedule applicable to that customer.² For example, an EGS could submit an Application to participate in the Program beginning on August 16, 2013. If an EGS qualifies and participates in the Program starting on August 16, 2013, then the price offered to a given customer by that EGS during August 2013 under the Program must be 7% lower than the

¹ Residential customers are defined as those customers on rate schedules RS, RA, and RH. Customer Assistance Program (“CAP”) customers are not currently eligible to participate in the Program but will be in the future per applicable Pennsylvania Public Utility Commission orders. Small C&I customers are defined as non-Residential customers on rate schedules GS, GM, and GMH with annual peak loads less than 25 kW.

² The PTC for each applicable rate schedule will be calculated on a cents per kWh basis for an average customer in that rate schedule.

PTC in effect during August 2013 for the rate schedule applicable to that customer. If that EGS continues to participate in the Program in September 2013, then the price offered to a new customer by that EGS during September 2013 under the Program must be 7% lower than the PTC in effect during September 2013 for the rate schedule applicable to that customer. Duquesne Light's PTC for each rate schedule within the Residential and Small C&I customer classes will be made available as required by Commission regulations. Once a customer is enrolled in the Program and therefore becomes a "Standard Offer Customer" with a Standard Offer Supplier, that Standard Offer Supplier must continue to provide that customer with service at the same fixed price until the end of the twelve consecutive billing cycles corresponding to that customer's Standard Offer Period or the time in which the customer switches to a different service offering, whichever is earlier.

1.4 **First Month Applications.** Due to a compressed schedule, different due dates will apply for the Applications for the August 16th through September 30th, 2013 time period. Applications will be due on August 2, 2013. The Standard Offer Supplier will be notified on August 8, 2013 whether their application has been approved. The Standard Offer Supplier will have until August 12, 2013 to revise their application if it is not approved.

1.5 **Standard Offer Supplier Entry and Exit from the Program.** After the first month, Applications may be submitted at any time, but Duquesne Light will activate Standard Offer Suppliers only for whole calendar months. An Applicant must be deemed qualified by Duquesne Light at least ten days before the first day of the next calendar month in order to be approved as a Standard Offer Supplier for that month. These deadlines do not apply to the first and second month of the program, which is covered in Section 1.4. Similarly, a Standard Offer Supplier may request to be removed from the list of Standard Offer Suppliers upon written notice to Duquesne Light received at least ten days before the first day of the next calendar month. Absent a request to be removed from the list, Standard Offer Suppliers will continue to be listed from month to month. The Commission has approved the procedures and Program Rules described in this document by order dated July 16, 2013, in Pa. PUC Docket No. P-2012-2301664. Applicants are strongly urged to review the Program Rules and attached Standard Offer Supplier Application and Standard Offer Supplier Agreement, and to consult with counsel regarding the Program requirements and obligations under this Agreement.

1.6 The following documents are attached:

- Standard Offer Supplier Application
- Standard Offer Supplier Agreement

ARTICLE 2 SCHEDULE AND STANDARD OFFER SUPPLIER INFORMATION

2.1 **Program Schedule.** Below are significant dates each month (the "Program Schedule") for the Standard Offer Program. The time for each deadline on each specified date is 4:00 pm Eastern Prevailing Time (EPT). *Duquesne Light reserves the right to modify these dates at its discretion.*

Determination of June 2013 Duquesne Light PTCs ³	May 16, 2013
Application Due Date for Customer Referrals Beginning on August 16, 2013	August 2, 2013
Standard Offer Application Due Date ⁴	At least twenty days before the start of a Standard Offer Month
Notification of Standard Offer Qualifications	At least ten days before the start of a Standard Offer Month
Standard Offer Month	Calendar month
Commencement of Supply by Standard Offer Supplier	Based on the date in which the enrolled customer elected EGS service under the Program and the first billing cycle thereafter for which commencement of service can begin per the Supplier Tariff
Standard Offer Supplier Reports to Duquesne Light	The 10 th day of the following month
Completion of Standard Offer Supply Pursuant to the Program	Once 12 billing cycles are completed for each Standard Offer Customer
Standard Offer Supplier Exit from the Program	At least ten days before the start of a Standard Offer Month

2.2 **Informational Website and Updates.** Duquesne Light has established a website – <http://www.customer-choice.com/StandardOffer/default.cfm> – for electronic copies of Program materials, posting of questions and answers, and other updates on the Standard Offer Program. Applicants are encouraged to review this website regularly. In its sole discretion, Duquesne Light will endeavor to provide e-mail notification of important website updates to qualified Applicants.

ARTICLE 3 STANDARD OFFER SUPPLIER QUALIFICATION

3.1 **Standard Offer Supplier Application.** In order to qualify as a Standard Offer Supplier, an Applicant must submit an Application for approval by Duquesne Light using the attached Standard Offer Supplier Application. All Applications shall be submitted by

³ Duquesne Light also will post estimated June 2013 Duquesne Light PTCs in accordance with Commission requirements.

⁴ EGSs must submit an application to Duquesne Light demonstrating their qualifications to become a Standard Offer Supplier once, not each and every month. However, EGSs are required to inform Duquesne Light of any changes that would result in the EGS no longer being qualified to be a Standard Offer Supplier.

email to the submission address specified in Section 5.3. Applications which are incomplete, do not conform to the form attached hereto, or otherwise do not satisfy all requirements of the Program Rules shall not be considered. Submission of a Standard Offer Supplier Application constitutes an Applicant's agreement to and acceptance of all terms and conditions of the Program Rules.

- 3.2 **Standard Offer Supplier Qualifications.** In order to qualify to participate in the Program, an Applicant must demonstrate and document in the Application that it satisfies the following criteria (the "Standard Offer Supplier Qualifications"):
- (a) The Applicant is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and
 - (b) The Applicant will abide by all Standard Offer Program Rules and procedures.
- 3.3 **Standard Offer Supplier Agreement.** Each Applicant must also execute a Standard Offer Supplier Agreement in the form included in the Standard Offer Supplier Application at the time of submission of the Application.
- 3.4 **Additional Information.** Duquesne Light may, but is not obligated to, request additional information and materials from any Applicant for evaluation of an Application. Information submitted by an Applicant absent a request by Duquesne Light which is not in the nature of a correction or clarification to the Application will not be considered by Duquesne Light. If any information in an Application or Standard Offer Supplier Agreement is no longer true, the Applicant shall immediately notify Duquesne Light of the changed information. Failure to provide such notification or respond to a request for additional information and materials may result in disqualification of the Applicant and rejection of its Application.
- 3.5 **Prior Qualification.** An Applicant who has previously qualified under the Standard Offer Program is not required to submit a second Application for succeeding months, but must inform Duquesne Light of any change in its status or ability to satisfy the qualification requirements as provided in Section 3.2. An Applicant who has previously qualified under the Standard Offer Program need not execute a new Standard Offer Supplier Agreement unless requested by Duquesne Light. In order for an Applicant, who has previously qualified under the Standard Offer Program, to change the combination of customer classes to which it agrees to make offers under the Standard Offer Program starting at the beginning of an upcoming calendar month, it must provide written notice to Duquesne Light received at least ten days before the first day of that calendar month.
- 3.6 **Application Evaluation and Notification of Applicants.** Duquesne Light will evaluate each Application using a standard protocol for its completeness and satisfaction of the Standard Offer Supplier Qualifications. Duquesne Light will provide each Applicant with notice of its satisfaction or failure to satisfy the Standard Offer Supplier Qualifications by the date for Notification of Standard Offer Supplier Qualification set forth in the Program Schedule. In the notice of failure to satisfy the Standard Offer Supplier Qualifications, Duquesne Light shall inform each Applicant of any deficiency in its Application, which will result in disqualification of the Applicant if such deficiency is not remedied within two business days after written notice.

- 3.7 **Duquesne Light Affiliates.** Affiliates of Duquesne Light who satisfy the Standard Offer Supplier Qualifications are permitted to submit Applications and to participate in this Program to the same extent as any other entity.

ARTICLE 4 CUSTOMER ENROLLMENT

- 4.1 **Available Standard Offer.** For any given rate schedule within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program, the Standard Offer Supplier must offer a uniform price to all customers eligible for the Program within that rate schedule: a fixed price in cents per kWh, for twelve consecutive billing cycles, that is 7% lower than the PTC in effect at the time of the offer for the applicable rate schedule. The Standard Offer Supplier shall not reject any customer who is eligible for the Program, who was referred to the Standard Offer Supplier (as described in Section 4.2 of the Program Rules), who requests to enroll in the Program, and who is within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program.
- 4.2 **Customer Referrals.** Duquesne Light will present the Standard Offer to non-shopping Residential and Small C&I customers who are eligible for the Program and who call Duquesne Light with a (a) new or mover request; (b) high bill complaint; or (c) inquiry about customer choice. Duquesne Light also will present the Standard Offer to eligible Residential and Small C&I customers who become aware of the Program through other means, and express interest in Program participation. If any Residential or Small C&I customer who is eligible for the Program, including a shopping customer, states that he/she is interested in enrolling in the Program or in learning more about the Program in order to make a decision whether or not to be enrolled, then Duquesne Light will transfer the call to the call center of the Standard Offer Supplier with whom the customer states that he/she is considering being enrolled. If a customer does not choose a specific Standard Offer Supplier to which to be transferred, then Duquesne Light will refer the customer to a Standard Offer Supplier and transfer the call to that Standard Offer Supplier. Customers will be referred to participating Standard Offer Suppliers in a fair and impartial manner. If the customer is currently shopping, Duquesne Light will suggest that the customer contact their current supplier prior to proceeding. Duquesne Light will maintain a list of current Standard Offer Suppliers for each calendar month. Standard Offer Suppliers will initially be listed randomly. If a customer does not choose a specific Standard Offer Supplier, Duquesne Light will transfer a customer interested in the Program to the Standard Offer Supplier on the top of the list and that Standard Offer Supplier shall move to the bottom of the list for subsequent customer referrals. Two separate lists will be maintained by Duquesne Light, one for Standard Offer Suppliers who have agreed to make offers to eligible Residential customers, and one for Standard Offer Suppliers who have agreed to make offers to eligible Small C&I customers. Any call that is transferred by Duquesne Light as described above is considered to be a customer “referral.” Upon receiving any call that is transferred by Duquesne Light to the Standard Offer Supplier per the Program, the Standard Offer Supplier shall present to the customer the terms and conditions of the Standard Offer, including the pricing and other terms of service for the initial 12-consecutive-month billing cycle period, how the terms may

change after the initial 12-month period, and the date by which the customer must take action to exercise his or her options at the end of the Standard Offer Period. The Standard Offer Supplier may not describe or discuss any other products except for the Standard Offer Program during these calls.

- 4.3 **Customer Enrollment.** The Standard Offer Program is voluntary for customers. Standard Offer Suppliers will enroll customers in the Program. A customer cannot be enrolled with a Standard Offer Supplier under the Program unless the customer is eligible for the Program and the customer has requested to be enrolled with that Standard Offer Supplier. In order to enroll a customer, a Standard Offer Supplier must submit a switching request via the appropriate EDI transaction to Duquesne Light for that customer. Standard Offer enrollment will adhere to the Company's meter reading schedule and will follow the switching protocols in the Company's Supplier Tariff and Electric Service Schedule of Rates Tariff.
- 4.4 **Customer Sales Agreement Upon Enrollment.** Each Standard Offer Supplier shall send a sales agreement, which meets all Commission regulations and includes the terms and conditions of the Standard Offer, to the customer no later than three business days after sending the EDI enrollment transaction. The sales agreement will provide the terms of service for the initial 12-consecutive-month billing cycle period and also provide information about how the terms may change after the initial 12-month period. This shall include the date by which the customer must take action to exercise his or her options at the end of the term.
- 4.5 **Enrollment and Program Reports to Commission.** In order to monitor the success of the Standard Offer Program, Duquesne Light will produce two confidential reports, and each will be submitted to the Commission, the Office of the Consumer Advocate, and the Office of the Small Business Advocate. The first report will be submitted within 45 days after Duquesne Light has operated the program for twelve months. The second report will be submitted by July 15, 2015. In order to obtain statistics to prepare these reports, each Standard Offer Supplier shall provide information on a monthly basis on the 10th day of the following month (or next business day) after the completion of each calendar month in the form of electronic reports to Duquesne Light, including, for each calendar month, information pertaining to the number of accounts that enrolled (i.e., EDI transactions) in the Standard Offer; the number of accounts that dropped from the Standard Offer Program during the month before the end of the 12-month Standard Offer Period, the number of accounts retained in the Standard Offer Program by the supplier at the end of the month and as of the most recent data for which such information is available, and the number of EDI transactions for non-Standard Offer service corresponding to customer which Duquesne Light referred to the Standard Offer Supplier at any time. Each of these numbers shall be reported separately by rate schedule. In each of its two confidential reports to the Commission, Duquesne Light will summarize this information and also will include a summary of the costs that it incurred to develop and administer the Standard Offer Program. Standard Offer Suppliers must cooperate with Duquesne Light in the preparation of its reports to the Commission. Duquesne Light will provide a template for this reporting to facilitate compilation of data. Failure to comply with reporting requirements will lead to the loss of eligibility to participate in Duquesne Light's Program.

- 4.6 **Standard Offer Referral Term and Limitations.** The Standard Offer Program will be offered each month beginning August 16, 2013, through May 31, 2015, the end of Duquesne Light's Default Service Plan VI period (unless subsequently extended by the Company with Commission approval). However, after the Program terminates, any customer already enrolled in the Program with a Standard Offer Supplier will be eligible to continue to receive service according to the terms and conditions of the Program throughout that customer's entire Standard Offer Period.

ARTICLE 5 OTHER TERMS AND CONDITIONS

- 5.1 **Agreement to Terms and Conditions.** By submitting an Application, the Standard Offer Supplier agrees to abide by the terms and conditions contained in the Program Rules and the Standard Offer Supplier Agreement, and to implement these terms and conditions in the contracts with the customers that the Standard Offer Supplier gains through this Program.
- 5.2 **Program Costs.** Each Standard Offer Supplier shall be charged a fee ("Customer Acquisition Fee") for each EDI transaction submitted by the Standard Offer Supplier to Duquesne Light for the Standard Offer (as described in Section 4.1 of the Program Rules For EDI transactions submitted between August 16, 2013, and August 31, 2014, the Customer Acquisition Fee shall be \$25 per EDI transaction. Effective September 1, 2014, the Customer Acquisition Fee shall be revised. The revised fee shall not be less than \$0 per EDI transaction, shall not exceed \$30 per EDI transaction, and otherwise shall be calculated as: (1) the costs of the Program incurred by Duquesne Light through June 2014, divided by (2) the number of applicable EDI transactions through June 2014 across all Standard Offer Suppliers. Amounts due are payable within thirty days of the date of the invoice. If a Standard Offer Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that Standard Offer Supplier from that Standard Offer Supplier's next Purchase of Receivable ("POR") payment by the Standard Offer Program amount due (but not from amounts that are subject to a bona fide POR payment dispute).
- 5.3 **Address for Submissions.** All submissions to Duquesne Light for this Program, unless otherwise communicated at a technical conference and subsequently posted to <http://www.customer-choice.com/StandardOffer/default.cfm>, shall be delivered via email to the following address: dlc_ssc@duqlight.com.
- 5.4 **No Unauthorized Modifications.** No interpretation or change to the Program Rules or Standard Offer Supplier Agreement shall be valid unless it is signed by a duly authorized representative designated by an Officer of Duquesne Light.
- 5.5 **Ownership of Program Materials.** All materials submitted to Duquesne Light pursuant to this Program shall be the property of Duquesne Light.
- 5.6 **Presentation and Formatting.** All information submitted by an Applicant must be in the English language.

- 5.7 **Costs.** Duquesne Light shall have no responsibility whatsoever with respect to the costs of any Applicant in considering or responding to this Program, including but not limited to any costs of preparing any materials submitted to Duquesne Light.
- 5.8 **Publicity.** Each Standard Offer Supplier understands and agrees that Duquesne Light does not participate in, nor does it allow, Standard Offer Suppliers to utilize media releases of any kind to publicize the Standard Offer Supplier's business relationship with Duquesne Light. Each Standard Offer Supplier shall not use any trade name, trademark, service mark or any other information which identifies Duquesne Light in such Standard Offer Supplier's sales, marketing and publicity activities, including interviews with representatives of any written publication, or television or radio station or network, without Duquesne Light's express prior written consent. This prohibition, however, shall not be construed to prohibit publicity about this program. Standard Offer Suppliers may use the phrase "Standard Offer Program in Duquesne Light's service territory" without Duquesne Light's express consent.
- 5.9 **Disclaimer.** Duquesne Light makes no representations or warranties regarding the accuracy or completeness of the information contained in the Program Rules and its exhibits or any statements made by representatives of Duquesne Light. Each Applicant is responsible for making its own evaluation of information and data contained in the Program Rules. The issuance of the Program Rules and the receipt of information in response to the Program Rules shall not, in any way, cause Duquesne Light to incur any liability (whether contractual, financial or otherwise) to any Applicant. By submitting an Application, Applicant releases Duquesne Light, its affiliates, officers, employees, and agents from any and all claims, demands, actions, losses, liabilities, and expenses (including reasonable legal fees and expenses) (collectively, "Claims") relating to the Program Rules and agrees to indemnify Duquesne Light, its affiliates, officers, employees and agents from any Claims arising from any false representation or violation of the Program rules by Applicant.
- 5.10 **Not an Offer.** The Program Rules is designed to elicit responses to Duquesne Light's inquiry and is not an offer. The issuance of the Program Rules and the submission of Applicant's information do not create any obligation upon Duquesne Light, and Duquesne Light reserves the right to accept or reject any or all Applications received. Duquesne Light also reserves the right to amend, suspend, or terminate the Applications process at any time, without reason and without liability, and makes no commitments, implied or otherwise, that the submittal of an Application will result in a business transaction with one or more Applicants. No contract or other binding obligation on Duquesne Light will be implied unless and until an agreement has been executed on terms and conditions acceptable to Duquesne Light. Duquesne Light also reserves the right to not execute agreements with any or all Applicants should the Company determine, in its sole discretion, that such agreement would violate existing regulatory standards.
- 5.11 **Non-Conforming Applications.** Duquesne Light reserves the right to reject any Application at any time on the grounds that it does not conform to the terms and conditions of the Program Rules. Duquesne Light shall inform each Applicant of any deficiency in its Application, which will result in disqualification of the Applicant if such deficiency is not remedied within two business days after written notice.

STANDARD OFFER SUPPLIER APPLICATION

Name of Applicant:			
Contact:		Title:	
E-mail:		Phone:	
Address:	City:	State:	Zip Code:
<u>Phone number for SOP referrals:</u>			
<p><u>INSTRUCTIONS</u></p> <p>A signed and scanned original of the Standard Offer Supplier Agreement must be attached to Applicant’s original Application. All terms used herein have the meanings set forth in Duquesne Light’s Standard Offer Customer Referral Program Rules and Supplier Agreement.</p>			
<p>As an officer of the Applicant, I certify that: (a) the Applicant is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and (b) the Applicant will abide by all Standard Offer Program Rules and procedures.</p> <p><input type="checkbox"/> The Applicant agrees to make offers only to eligible Residential customers under the Program.</p> <p><input type="checkbox"/> The Applicant agrees to make offers only to eligible Small C&I customers under the Program.</p> <p><input type="checkbox"/> The Applicant agrees to make offers to both eligible Residential customers and eligible Small C&I customers under the Program.</p>			
<p><u>SIGNATURE OF AUTHORIZED REPRESENTATIVE</u></p>			
<p>I am an officer of the Applicant and certify that all of the information and certifications in this Application are true and acknowledge that this submission constitutes acceptance and agreement to all terms of the Standard Offer Customer Referral Program Rules.</p>			
Signature:		Date:	
Name:		Title:	

STANDARD OFFER SUPPLIER AGREEMENT

This Agreement (“Agreement”) is made as of _____, 201_ (the “Effective Date”), by and between _____ “*Standard Offer Supplier*” and Duquesne Light Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania (“Duquesne Light”) (each a “Party” and collectively “the Parties”).

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Standard Offer Customer Referral Program Rules and Supplier Agreement issued by Duquesne Light on July 26, 2013 (the “Program”) and Duquesne Light’s Electric Generation Supplier Coordination Tariff (the “Supplier Tariff”).

- a) Duquesne Light is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal corporate office in Pittsburgh, Pennsylvania. Duquesne Light is an electric distribution company under Pennsylvania law and provides electric delivery service to approximately 585,000 retail customers in Southwestern Pennsylvania. Duquesne Light is also the default service provider in its service area, and currently provides electric generation service to Residential customers and Small Commercial and Industrial (“Small C&I”) customers.
- b) Standard Offer Suppliers are approved electric generation suppliers that submitted an application to Duquesne Light and met all the requirements of the Program Rules and application process.

2. Term. The “Term” of this Agreement shall commence on the Effective Date and shall conclude when this Agreement is terminated as provided in this Agreement.

3. Fixed Price to Customers. In accordance with the Program, for any given customer class to which the Standard Offer Supplier has agreed to make offers under the Program, the Standard Offer Supplier shall offer all interested customers who are eligible for the Program a fixed price (“Standard Offer Price”), in cents per kilowatt-hour, for electric generation service (including all components represented by Duquesne Light’s Price-to-Compare) spanning twelve consecutive billing cycles (the “Standard Offer Period”). The fixed price to be offered to a given Residential or Small C&I customer by the Standard Offer Supplier must be seven percent (7%) lower than the Duquesne Light default service “Price-to-Compare” (“PTC”) in effect at the time of the offer for the rate schedule applicable to that customer. Duquesne Light’s PTC for each rate schedule within the Residential and Small C&I customer classes will be made available as required by Commission regulations. Once a customer is enrolled in the Program and therefore becomes a “Standard Offer Customer” with a Standard Offer Supplier, the Standard Offer Supplier must continue to provide that customer with service at the same fixed price until the end of the twelve consecutive billing cycles corresponding to that customer’s Standard Offer Period or the time in which the customer switches to a different service offering, whichever is earlier.

4. Terms and Conditions. During the Term, the Standard Offer Supplier agrees that: (a) all Standard Offer Supplier billing for each Standard Offer Customer shall be Consolidated EDC Billing; (b) each Standard Offer Customer shall have the option to return to Duquesne Light default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer (which may be the new Standard Offer Price being offered to customers, or which may be an offer that is not associated with the Standard Offer Program), at any time and without

incurring switching fees or other penalties; (c) only Duquesne Light shall be entitled to terminate service to Standard Offer Customers for non-payment of EGS charges under the terms of Duquesne Light's approved Purchase of Receivables program in the Supplier Tariff; (d) except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a Standard Offer Customer before the end of the Standard Offer Period; (e) the Standard Offer Supplier shall provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under the Supplier Tariff and/or Commission regulations, orders or Policy Statements; (f) customers interested in the Program may choose to be transferred to the Standard Offer Supplier of their choice or may choose to have Duquesne Light refer and transfer them to a Standard Offer Supplier using a fair and impartial process; (f) the Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders; and (g) the Standard Offer Supplier shall abide by the other terms and conditions specified in the Standard Offer Customer Referral Program Rules.

5. Representations and Warranties of Standard Offer Supplier. The Standard Offer Supplier represents and warrants that, on the Effective Date and throughout the Term: (a) the Standard Offer Supplier is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and (b) the Standard Offer Supplier will abide by all Standard Offer Program Rules and by all provisions of the Supplier Tariff. The Standard Offer Supplier also represents and warrants that it shall not reject any customer from enrolling in the Program with the Standard Offer Supplier if the customer is eligible for the Program, was referred to the Standard Offer Supplier (as described in Section 4.2 of the Program Rules), requests to enroll in the Program, and is within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program. The Standard Offer Supplier also represents and warrants that any Standard Offer Customer who is enrolled with the Standard Offer Supplier and who does not make an affirmative election with regard to its supply service effective at the end of that Standard Offer Customer's Standard Offer Period will be provided service by the Standard Offer Supplier in the form of a monthly product without any customer switching restrictions.

6. Standard Offer Referral Term and Limitations. The Program will be offered each month beginning August 16, 2013, through May 31, 2015, the end of Duquesne Light's Default Service Plan VI period (unless subsequently extended by the Company with Commission approval). However, after the Program terminates, any customer already enrolled in the Program with the Standard Offer Supplier will be eligible to continue to receive service from the Standard Offer Supplier according to the terms and conditions of this Agreement throughout that customer's entire Standard Offer Period.

7. Termination and Withdrawal from Supplier List. This Agreement may be terminated (i) by Duquesne Light upon written notice of a material breach of this Agreement by the Standard Offer Supplier; (ii) by Duquesne Light upon the termination of the Program; or (iii) by the Standard Offer Supplier upon written notice to Duquesne Light received at least ten days before the first day of the next calendar month, provided that the Standard Offer Supplier shall continue to provide service under the terms and conditions of this Agreement to any Standard Offer Customer who remains enrolled with the Standard Offer Supplier under the Program during the Standard Offer Period applicable to such customer. A Standard Offer Supplier shall be removed from Duquesne Light's Standard Offer Supplier list starting at the beginning of a given calendar month if the Standard Offer Supplier provides at least ten days written notice, but the Agreement shall not terminate except as provided in the preceding sentence.

8. Program Costs. Each Standard Offer Supplier shall be charged a fee (“Customer Acquisition Fee”) for each EDI transactions submitted by the Standard Offer Supplier to Duquesne Light for the Standard Offer (as described in Section 4.1 of the Program Rules). For EDI transactions submitted between August 16, 2013, and August 31, 2014, the Customer Acquisition Fee shall be \$25 per EDI transaction. Effective September 1, 2014, the Customer Acquisition Fee shall be revised. The revised fee shall not be less than \$0 per EDI transaction, shall not exceed \$30 per EDI transaction, and otherwise shall be calculated as: (1) the costs of the Program incurred by Duquesne Light through June 2014, divided by (2) the number of applicable EDI transactions through June 2014 across all Standard Offer Suppliers. Amounts due are payable within thirty days of the date of the invoice. If a Standard Offer Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that Standard Offer Supplier from that Standard Offer Supplier's next Purchase of Receivable (“POR”) payment by the Standard Offer Program amount due (but not from amounts that are subject to a bona fide POR payment dispute).

9. Limitations. Notwithstanding any provision of this Agreement or the Program, the Standard Offer Supplier acknowledges that (a) the Standard Offer Supplier has obtained certain benefits from participating in the Program, but that Duquesne Light has made no representation regarding the number of customers (if any) the Standard Offer Supplier may obtain as a result of the Program, or the amount of electric load that will be required by such customers; (b) Duquesne Light has no obligation to provide electric supply other than default service in accordance with the Pennsylvania Public Utility Code to any customer that may be served by the Standard Offer Supplier in the event that the Standard Offer Supplier no longer serves that customer for any reason; and (c) the Standard Offer Supplier waives any right to claim any loss of business, consequential damage or any monetary or other direct damages from Duquesne Light of any kind whatsoever arising from or relating to this Agreement or the Program.

10. Indemnification. The Standard Offer Supplier shall indemnify, save and hold Duquesne Light harmless from and against any and all third party losses, costs, liabilities, damages and expenses (including, without limitation, attorneys’ fees and expenses) incurred or suffered as a result of or in connection with the Standard Offer Supplier’s material breach of this Agreement, failure to comply with any applicable laws, or intentional, negligent or willful misconduct.

11. Customer Notice of Terms and Conditions at First Contact. At the time of the first contact between the Standard Offer Supplier and the Standard Offer Customer, and before the Standard Offer Customer enrolls in the Program, the Standard Offer Supplier shall present to the customer the terms and conditions of the Standard Offer, including the pricing and other terms of service for the initial 12-consecutive-month billing cycle period, how the terms may change after the initial 12-month period, and the date by which the customer must take action to exercise his or her options at the end of the Standard Offer Period. The Standard Offer Supplier may not discuss any additional programs with the Customer during this call.

12. Consolidated EDC Billing. All Standard Offer Suppliers shall use Consolidated EDC Billing for customers who accept offers under the Program.

13. Customer Switching Options. Each customer shall have the option to return to Duquesne Light default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer (which may be the new Standard Offer Price being offered to customers, or which may be an offer that is not associated with the Standard Offer Program), at any time and without incurring switching fees or other penalties.

14. Service Termination. Only Duquesne Light shall be entitled to terminate service to customers for non-payment of EGS charges under the terms of its approved Purchase of Receivables program. Except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a customer who accepted its offer under the Program before the end of the Standard Offer Period.

15. Notice Requirements. All Standard Offer Suppliers must comply with all applicable notice requirements of the Pennsylvania Public Utility Commission.

16. Change in Rules, Regulations, Tariffs. Notwithstanding any language in the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

17. Other Provisions. This Agreement represents the entire Agreement between Duquesne Light and Standard Offer Supplier and no amendment of this Agreement will be valid unless in writing and signed by representatives of both parties. Each party represents that this Agreement is a legally valid and binding obligation enforceable against it in accordance with its terms, and that the execution, delivery and performance of this Agreement are within its powers and have been duly authorized by all necessary action and do not violate any terms and conditions in its governing documents, any contracts to which it is a party, or any applicable law, rule, regulation or order. Standard Offer Supplier may not assign this Agreement without Duquesne Light's consent. All notices required under this Agreement shall be provided to the parties and addresses listed directly below or to such other address as either party may designate from time to time by providing written notice to the other party. Nothing in this Agreement is intended to convey benefits, rights or remedies to any person other than Standard Offer Supplier and Duquesne Light, and no third party shall have the right to enforce the provisions of this Agreement, except that the Commission may enforce the provisions of this Agreement, the Program, the Supplier Tariff and any provision of the Pennsylvania Public Utility Code or Commission regulations applicable to this Agreement. This Agreement is not intended to create any partnership or joint venture between Duquesne Light and the Standard Offer Supplier, and neither party shall have the power to bind or obligate the other party. In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. In the event of any conflict between this Agreement, the Program, and the Supplier Tariff, this Agreement shall be controlling.

Duquesne Light Company

By: _____

Name: _____

Title: _____

Duquesne Light Company

c/o [_____],

[__ floor]

411 Seventh Avenue

Pittsburgh, PA 15219

Phone:

Fax:

Email:

[STANDARD OFFER SUPPLIER]

By: _____

Name: _____

Title: _____

[Company Name]

[Address]

Phone:

Fax:

Email: