

**Pennsylvania Residential  
Contract Summary and Terms of Service - GAS**

**CONTRACT SUMMARY**

Our Contact Information	<b>Vista Energy Marketing, L.P.</b> 4306 Yoakum, Suite 600, Houston, TX 77006 Phone: 888-508-4782 Email: customerservice@vistaenergymarketing.com Vista Energy Marketing, L.P. is responsible for Gas Commodity/Supply charges.
Pricing Structure	<b>Fixed:</b> Your contract price is fixed for the initial term of the plan.
Natural Gas Supply Price	0.75 per CCF This price includes natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax.
Statement Regarding Savings	The supply price offered by Vista Energy Marketing, L.P. may not always provide savings to the customer.
Deposit Requirements	N/A
Incentives	None
Contract Start Date	Vista Energy Marketing, L.P. will begin supplying natural gas to Your account as soon as the NGDC processes Your enrollment for the term stated above.
Contract Duration/Length	12 months
Cancellation/Early Termination Fees	Fixed and Flat Rate Plans: \$\$0.00
End of Contract	When Your fixed term contract is approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, You will receive two separate written notifications that precede either the expiration date or effective date of the proposed changes. These notifications will explain your options going forward.

**TERMS OF SERVICE**

This is an agreement for natural gas service between Vista Energy Marketing, L.P. (“VEM”, “we”, or the “Company”) and the undersigned customer (“You” or the “Customer”) indicated on the Welcome Letter. This statement provides information required by the Pennsylvania Public Utility Commission (“PUC”) concerning natural gas service offered by VEM to You. This Agreement shall govern both the initial and renewal term of the program defined herein. This statement incorporates the terms and conditions of service and refers to the Agreement that the Customer has with the Company. Customer will be bound by all the provision of the Agreement, as they may be amended from time to time. Vista Energy Marketing, L.P. is licensed by the PUC to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2016-2569541. We set the natural gas prices and charges that You pay. Your Natural Gas Distribution Company (“NGDC”) will deliver the natural gas to You. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services. You will continue to receive a single bill from Your NGDC that will contain Your NGDC’s charges, as well as VEM’s charges.

**Definitions:**

*Interstate Pipeline Charges* – Charges for moving natural gas to the distribution lines of a distribution company

*Public Utility Commission (PUC)* – The Pennsylvania Public Utility Commission

*Natural Gas Distribution Company (NGDC)* – The public utility providing facilities for the distribution of natural gas to retail customers

*Commodity* – for the purpose of this agreement, commodity shall mean Natural Gas.

*Residential Customer* – A person that receives natural gas service under a residential rate classification

*Small Business Customer* – A person, sole proprietorship, corporation, association or other business entity that receives natural gas service under a small commercial, small industrial or small business rate classification and consumes less than 300 Mcf of natural gas annually

**TERMS OF SERVICE:**

Your Pricing Structure is identified in the Contract Summary and will be one of the following:

**Fixed Rate Plan:** You will pay the fixed rate noted in the Contract Summary for the length of Your Initial Term.

**Variable Rate Plan:** You will pay a rate that may change from month to month according to market conditions.

**Flat Rate Plan:** You will pay a fixed charge per month that does not vary with changes in the amount consumed in the month.

The rate You pay VEM will include the Natural Gas, Interstate Pipeline Charges, Profit, and Pennsylvania state taxes. Your price does not include applicable Pennsylvania sales tax or and local tax. You are responsible for any and all taxes (whether passed through to You on the NGDC's bill as a separate line item or as part of the price of natural gas, as required by law or regulation) and NGDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to Your obligations under this Agreement, will be paid by You. If You are a tax-exempt entity, You must provide VEM with the necessary tax exemption certificates and other documentation to qualify for such status.

**Billing** – Your NGDC will continue to issue a monthly bill which will include both Your Distribution or Delivery Charge and Your Natural Gas Charge as well as any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings provided by Your NGDC. VEM will use the same meter reading information from the NGDC to determine Your Natural Gas Charges. Unless otherwise provided herein, Your payment terms will be governed by the terms of the NGDC's tariff. VEM does not pay or arrange for the payment of any outstanding debts owed by You to the NGDC or previous Natural Gas Supplier ("NGS").

**Length of Agreement (Term)** – The Initial Term of the Agreement is as noted in the Contract Summary. You will buy Your natural gas service for the service address set forth in Your Welcome Letter from VEM on the next regularly scheduled meter reading date available and will continue to do so for the Initial Term, with the exception of a new meter installation or special meter reading date. Following the expiration of the Initial Term, Your rate may be switched to a Variable Rate on a month-to-month basis as described above.

**Right of Rescission** – You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure. You can contact us by phone, or in writing to cancel this Agreement. VEM's contact information is located on the last page of this Agreement.

**Penalties, Fees and Exceptions** – If You cancel or terminate this Agreement prior to the end of the Initial Term, You may be subject to pay the early termination fee described in the Contract Summary. Notwithstanding the foregoing, You may cancel this Agreement without penalty if You move to another location and provide a forwarding address and, if required, reasonable evidence that You no longer occupy the service address. You will be responsible for the amount due, up to the switch date, for all outstanding charges incurred prior to cancellation.

If You default in the prompt payment of amounts due under this Agreement, You will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. VEM may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances from Your account.

**Cancellation Provisions** – In addition to Your Right of Rescission, provided above, You may cancel this Agreement at any time by calling VEM, but you will be required to pay the early termination fee described in the Contract Summary above, if applicable. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed. If for any reason VEM is no longer able to economically continue this Agreement, VEM may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of VEM if You fail to meet any of the terms and conditions of this Agreement or if any of the information You have provided to VEM is or becomes untrue. If this Agreement is canceled, expires, or is otherwise terminated, You will receive uninterrupted service from the NGDC until You designate another provider of natural gas service or service is shut off by the NGDC. Only the NGDC may shut off Your natural gas.

**Agreement Expiration/Change in Terms** – If You have a fixed term contract approaching the expiration date of the Initial Term, or whenever we propose to change the terms of service in any type of contract, You will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain Your options going forward. Upon receipt of written notice of a material changes, You may terminate this Agreement without penalty prior to the date

such change becomes effective. If You do not respond to notices of expiration, the current contract shall remain in place until You (i) select another offer from VEM, (ii) enroll with another NGS, or (iii) return to the default service provider.

Following the expiration of Your Initial Term, You may be moved to a Variable Rate Plan, where You will receive natural gas service on a month-to-month basis and Your rate may vary according to business requirements or market conditions in Your service territory, including market pricing of commodity, transportation, profit, and other market price factors. You will be notified of any change in price of the variable rate when You receive Your monthly bill. **There is no limit on how much Your rate may vary from one billing cycle to the next.** Variable rate plan customers may obtain the 24 month average monthly billed prices by rate class and NGDC service territory by calling (888)-508-4782 or email: [customerservice@vistaenergymarketing.com](mailto:customerservice@vistaenergymarketing.com). Please note that historical pricing is not indicative of present or future pricing.

**Information Release and Authorization** – By accepting this contract, You authorize VEM to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service characteristics of natural gas service, and when changes under this Agreement are included on Your utility bill or other billing and payment information from the utility. You authorize VEM to release such information to third parties who need to use or be aware of such information in connection with my natural gas service as well as to its affiliates and contractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. You may rescind these authorizations at any time by either calling VEM or providing written notice to VEM using the contact information provided below. VEM reserves the right to reject Your enrollment or terminate the Agreement if You rescind these authorizations. If You fail to remit payment in a timely fashion, VEM may report the delinquency to a credit reporting agency.

**Dispute Procedures** – You may contact us with any questions concerning our Terms of Service. You may call the PUC if You are not satisfied after discussing Your terms with us.

**Warranties** – UNLESS AND TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, VISTA ENERGY MARKETING, L.P. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Limitation of Liability** – You will be deemed to be in exclusive control (and responsible for and damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. VISTA ENERGY MARKETING, L.P. WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**Mandatory Arbitration** – Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this agreement of the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transition involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator’s award. Any such suit may be brought only in Federal District Court for the district in which You are located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to actions contemplated in the “Class Action Waiver” section below.

**Class Action Waiver** – Any Claim permissible herein must be brought in the party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). Each of the parties expressly waives any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any

claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.

**Force Majeure** – If VEM is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. “Force Majeure” means any act or event that is beyond the reasonable control of VEM that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, interstate pipelines, aggregators, other NGSs, qualified scheduling entities, NGDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

**Load Characteristics** - Your natural gas service will be provided in accordance with Your existing connection requirements unless You request a change by the NGDC and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of natural gas. The supply of natural gas under this Agreement will be measured at the delivery point by the NGDC providing the delivery service in accordance with terms of applicable tariff for natural gas service. VEM and You will be bound by the measurement from the meters owned, installed, maintained and read by the NGDC.

**Venue** - This agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

**Assignment** - VEM may assign, subcontract or delegate all or any part of its rights and/or obligations under this contract, including Your payment obligations under the Contract with thirty (30) days’ notice. You may not assign any of Your rights or obligations under this contract without our written consent.

**Entire Agreement** - These Terms of Service, along with Your Contract Summary and Welcome Letter constitute the entire agreement between You and VEM relating to the subject matter hereof and supersede any other agreements, written or oral, between You and VEM concerning the subject matter of the Agreement. In the event that there is any change in law as a result of new legislation or changes in existing orders, rules, and regulations that cause a material change of the terms and conditions of this Agreement, VEM will provide You with two (2) separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain Your options going forward. Upon receipt of written notice of a material change, You may terminate this Agreement without penalty prior to the date such change becomes effective.

Any failure by VEM to enforce any term or condition of Your natural gas service or otherwise exercise any right it may have under this Agreement shall not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Your service or to exercise rights under this Agreement.

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

**Contact Information** – Information regarding VEM generation energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request using the contact information provided below. Residential customers and small commercial customers are entitled to receive at no charge and at least once a year, historical billing data for whomever reads their meter for billing purposes.

Natural Gas Supplier:  
Vista Energy Marketing, L.P.  
4306 Yoakum, Suite 600  
Houston, TX 77006  
888-508-4782  
PA License #: A-2016-2569541  
[www.vistaenergymarketing.com](http://www.vistaenergymarketing.com)

Pennsylvania Public Utility Commission:  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
Phone: 1-800-692-7380  
[www.puc.pa.gov](http://www.puc.pa.gov)

PA Gas Switch:

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

Pennsylvania Office of Consumer Advocate:

[www.oca.state.pa.us](http://www.oca.state.pa.us)