

Peak Six Power & Gas | Core Gas Aggregation Program

Notice of Price, Terms, and Conditions

Thank you for choosing Peak Six Power & Gas! We're proud to be your Core Transport Agent. Your utility will always deliver your natural gas, and we'll always work hard on your behalf to ensure you're on the best rate and plan for your personal usage. Please retain these documents for your records.

About Your Plan

Supply Type	Utility	Rate Type	Rate	Entire Term	Cancel Fee	Monthly Usage Limit
Gas	PGE	Flat Rate	\$40.0/Therm	12 Months	\$0.00	55 therms

About Your Natural Gas Service Providers

Your Core Transport Ag	jent	Your Gas Distribution Utility		
Peak Six Power & Gas P.O. Box 6036 Austin, Texas 78762 www.Peak6PG.com	Customer Service: 888-414-9669 8:00 a.m 6:30 p.m. CST, M-F To Report a Natural Gas Leak: 800-743-5000	Mailing Address: P.O. Box 997300 Sacramento, CA 95899-7300	Customer Service: 800-743-5000 7 a.m 9:00 p.m. M-F; 8:00 a.m. - 6:00 p.m. Sat To Report a Natural Gas Leak: 800-743-5000	

Common Questions					
When will my new natural gas plan start?	For new enrollments, your service will begin after your utility has accepted your enrollment on the service start date assigned by them. If you are an existing customer renewing into a new plan, these terms will be reflected on your bill after the first available billing cycle once your utility confirms your new rate.				
How will I be billed?	You will continue to receive a single bill from your utility, which will include Peak Six Power & Gas' supply charges and your utility's delivery charges. The Peak 6 Power & Gas supply charges will reflect your new rate plan.				
What happens when my term is over?	Your entire term is 12 Months. Once your term is over, if you have not already selected a new rate plan or changed suppliers, you will be renewed on the same plan. We will send you a letter 30 days prior to your term end date to share your options with you.				
What's the difference between a supplier and utility?	Your utility takes care of everything related to the distribution of natural gas to your home, including repairs, maintenance and emergencies. In California, you have the right to choose a Core Transport Agent, like Peak Six, to manage your gas supply, so you can access different rate plans options that best suit your needs. By enrolling with Peak Six, you are voluntarily choosing to change the entity that supplies you with natural gas.				
What if I'm not happy with my plan?	Your happiness is our only goal. If you are not totally satisfied, please reach out so we can find a way to make it right. Call 888-414-9669 between 8:00 a.m. and 6:30 p.m. CST, Monday through Friday, or at care@peak6pg.com anytime.				
How do I cancel my service?	If you'd like to cancel your service, or learn about other rate plan options, please contact us by phone, email, web, or written letter. If service has already started, the utility will determine the effective date of your cancellation. With Peak Six, you are never subject to cancellation fees.				

Version: 2037 In addition to any other right to revoke an offer, core gas customers of gas service, have the right to cancel a contract for gas service until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase. You may do so by contacting Peak Six or the distribution utility.



Peak Six Power and Gas

Residential and Small Commercial Customer Care: 888-414-9669 | Monday through Friday, 6:00 a.m. to 4:30 p.m. PT

- 1. Purchase Agreement: Peak Six Power and Gas, LLC, a Delaware limited liability company ("PEAK6"), is registered with the California Public Utilities Commission ("CPUC") as a Core Transport Agent ("CTA") to provide natural gas to Pacific Gas and Electric Company ("PG&E") customers. PEAK6's registration number is CTA0016. This document outlines PEAK6's Notice of Terms and Conditions ("Notice") and is effective as of the customer's enrollment date. By enrolling with PEAK6, the customer consents to this Notice and the terms contained herein and authorizes PEAK6 to become his/her natural gas supplier. PEAK6 service start date will be determined by PG&E upon their confirmation of the enrollment request.
- 2. Rate and Entire Term: PEAK6 agrees to supply PG&E with natural gas which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer's meter reading dates and until cancelled by notice as provided by this Notice. If the customer enrolled in a "Flat Monthly Rate" plan, any usage in excess of the customer's monthly usage limit, stated on the preceding page, will be assessed at 42.5 cents/therm. There are no other recurring or non-recurring charges assessed by the supplier for this plan. At the end of the Initial Term, if no changes are made by the customer, the customer will continue to receive service from PEAK6 by automatically renewing on the same month-to-month flat rate for the following twelve monthly billing cycles ("Renewal Plan"). The renewal plan is cancellable at any time, without any cancellation fee. PEAK6 will mail a notification detailing the Renewal Plan's terms and conditions to the customer's address on file at least 30 days prior to the expiration of the Initial Term. The customer may contact PEAK6 to change plans or elect to cancel their service.
- 3. Right to Choose a CTA: Core gas customers have the right to choose who they want to purchase their gas from. If a customer selects a CTA to supply their gas, their existing gas utility will still be responsible for ensuring that the gas is transported to their residence or business. PEAK6 does not offer low-income assistance. The customer should contact PG&E to see if they are eligible for such assistance from the utility. Should any CTA refuse to provide a customer with gas service, the customer has the right to request, within thirty days from the date service was denied, that the CTA send a written explanation of why the CTA denied service.
- 4. Billing: The customer will continue to receive a monthly bill from PG&E. This bill includes the PG&E Transmission/ Delivery Charges, taxes, and the commodity supply charge from PEAK6. The "billing month" is determined by PG&E's billing period and may not completely align with the calendar month. All billing terms and conditions set forth by PG&E and the PG&E Tariff apply. The PEAK6 rate excludes state and local taxes. The customer authorizes PEAK6 to obtain billing and usage history from PG&E in order to service the customer's account. The customer is responsible for providing PEAK6 with accurate account information, including telephone numbers and mailing addresses. Should the customer owe any past due amount on their bill, PEAK6 is responsible for collecting that past due amount. If the customer fails to pay any past due amount, PEAK6 may transfer the customer's gas service back to the gas utility, who may then disconnect the gas service. If the customer's gas is disconnected, they may be obligated to pay a disconnect fee to the gas utility. In order to reestablish gas service, the customer may have to pay a reconnection fee to the gas utility.
- **5. Changes In Terms of Service**: PEAK6 may make changes to the terms and conditions in this Notice at any time, except that the rate and length of the contract term may not be changed except upon expiration of the then current contract term. PEAK6 will provide notice in writing at least fourteen (14) days before any change will be applied to the customer's bill or take effect. If the customer does not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to the customer (e.g. a rate reduction).



- 6. Cancellation and Changes: This Notice may be cancelled by the customer at any time without a cancellation fee. Cancellation occurs when the buyer gives written notice of cancellation to the seller at the address specified in this Notice. Cancellation requests may also be made by contacting PEAK6 via email or telephone. PEAK6 agrees to submit the customer's cancellation to PG&E within three (3) business days of receipt of notice, after which time the customer's account will be re-assigned according to PG&E's policies. PEAK6 may cancel this Notice with seven (7) days written notice or immediately upon the customer's violation of a PEAK6 or PG&E policy, including billing and payment violations. Any such cancellation by PEAK6 or disconnection of service does not excuse the customer from paying any outstanding amounts owed to PEAK6, all of which shall be immediately due and payable. The customer has the right to change service providers upon notice and will not be assessed any fees for the early termination of this Notice.
- **7. Credit:** PEAK6 service is contingent upon the customer maintaining appropriate credit. Credit issues including but not limited to late payments, non-payment, and negative credit score fluctuations may cause PEAK6 to require some form of credit assurance. PEAK6 reserves the right to terminate this Notice and no longer supply natural gas at any time due to credit issues.
- 8. Green Natural Gas Charges: If the customer is enrolled with a "green" natural gas product, all natural gas consumed under the plan will be offset proportionately by Peak Six Power & Gas through the purchase of carbon credits from certified carbon reduction projects. All offsets are based on 1 therm= 11.7 lbs of CO2 (U.S. Energy Information Administration.) PEAK6 will retire all due carbon credits in PEAK6's name on a third-party registry, ensuring a transparent and verifiable offset. The charge for green gas consumption is included in the customer's rate plan. This price includes the additional cost of providing a carbon offset service and is incorporated into the customer's natural gas supply charge on their bill.
- **9. Moving and Termination:** This Notice will automatically terminate if the customer relocates outside the PG&E service territory or if the requested service location is not served by PEAK6. In the event the customer relocates within the PG&E service territory, the customer agrees that PG&E may provide PEAK6 with new account information and meter readings in order to continue service. Regulatory changes, including those by the CPUC, may make it economically infeasible for PEAK6 to continue to supply gas according to this Notice. In the event of such changes, PEAK6 may terminate this Notice without penalty with thirty (30) days written notice.
- 10. Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Notice is for residential and small commercial customers in the PG&E territory. By entering this Notice, the customer guarantees that the enrolled accounts are residential or small commercial. PEAK6 is not responsible for any decision arising out of PG&E regarding the termination of customers from any PG&E service. In the event of a Force Majeure as defined by PG&E or any transmitting or transporting entity, PEAK6 is not responsible for supplying natural gas. Any liability not excused by Force Majeure or otherwise shall be limited to actual direct damages and in no event shall either PEAK6 or the customer be liable for consequential, incidental, punitive, exemplary, or indirect damages or lost profits. This Notice shall be interpreted under the laws of the State of Texas. The customer may not assign any of the customer's rights or obligations under this Notice without the prior written consent of PEAK6. This Notice is assignable by PEAK6 subject only to regulatory approvals.
- 11. Entire Agreement: This document represents the entire agreement between PEAK6 and the customer and supersedes all other agreements, verbal and written, that have come before it. There are no third-party beneficiaries to this Notice. Except for modifications by PEAK6 as provided above, any modification or amendment of this Notice shall be effective only if made in a written amendment executed by both PEAK6 and the customer, and no amendment or modification shall be made to this Notice course of performance, course of dealing or customs in the industry. Notwithstanding anything to the contrary, if any provision of this Notice is deemed to be invalid, illegal or otherwise unenforceable, this Notice shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. Any failure of PEAK6 to enforce any term or condition of service or to exercise any right under this Notice shall not be considered a waiver of PEAK6's right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Notice.



- 12. Privacy Policy: PEAK6 will not disclose the customer's personal information, including account number, service address, and phone number, to any third party without the customer's affirmative written or electronic consent except in accordance with CPUC regulations.
- 13. Disclosures. Contacts, and Dispute Resolution: Different complaint procedures apply depending upon whom the customer has a dispute with. If the customer has a billing-related dispute concerning the gas utility's charges, or a dispute regarding the manner in which the gas is distributed to their residence, an informal complaint may be submitted to the California Public Utilities Commission (CPUC) for an attempt at resolving the matter. If the matter is not resolved, the customer may file a formal complaint with the CPUC if they meet the conditions set forth in Article 4 of the CPUC's Rules of Practice and Procedure. If the customer has a billing-related or service-related dispute with PEAK6 they may complain to the CPUC. The CPUC shall first attempt to informally resolve the complaint through the informal complaint process. If the matter cannot be resolved satisfactorily, the customer may file a formal complaint against the CTA with the CPUC or file a complaint against the CTA in civil court. If the customer files or submits a complaint with the CPUC against a gas utility or a CTA, their gas service cannot be disconnected if they deposit the disputed amount with the CPUC in an escrow account. If the customer has any questions regarding the CPUC complaint procedures, they may contact the Consumer Affairs Branch (CAB) or the Public Advisor's Office of the CPUC. The CAB may be reached at 1-800 649-7570, and the Public Advisor's Office may be reached at 1-866-849-8390. The PEAK6 Customer Care team is available during normal business hours, Monday through Friday from 8 A.M. - 6:30 P.M. (CST) at: 888-414-9669 and can be emailed any time at care@peak6pg.com. Visit PEAK6 on the web: www.peak6pg.com to learn more, view rate plans, or to speak with the Customer Care team. PEAK6 can also be reached by mail at P.O. Box 6036, Austin, TX 78762.
- **14. Estimated Total Monthly Bill:** The following table represents the cost of gas supply charges at various consumption levels based on the plan outlined in the first page of this Notice.

Monthly Usage (Therms)	Commodity Supply Charges
10	\$40.0/Therm
20	\$40.0/Therm
30	\$40.0/Therm
40	\$40.0/Therm
50	\$40.0/Therm
60	\$40.0/Therm
70	\$40.0/Therm
80	\$40.0/Therm
90	\$40.0/Therm
100	\$40.0/Therm
150	\$40.0/Therm
200	\$40.0/Therm
300	\$40.0/Therm
400	\$40.0/Therm
500	\$40.0/Therm
1,000	\$40.0/Therm

The customer will also be responsible for charges related to services provided by PG&E. The customer is advised to review their current utility bill and to contact the utility to understand additional gas service charges and other charges regulated by the California Public Utilities Commission. The estimated commodity supply charges in the preceding table does not include any state or local taxes that may be applicable.

