

# Alternative Electric Supplier Agreement

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## Alternative Electric Supplier Agreement

This Alternative Electric Supplier Agreement for DTE's Electric Choice Program ("AES Agreement"), is made and entered into as of the last date signed below by either Party by DTE Electric Company, a Michigan Corporation, One Energy Plaza, Detroit, Michigan 48226 ("DTE Electric" or "DTE") and ("Alternative Electric Supplier"). The Alternative Electric Supplier is identified in the signature block below by name, type of entity, and business address, and also in Attachment A. DTE and Alternative Electric Supplier are sometimes referred to individually as "Party" or collectively as "Parties."

### Witnesseth:

**WHEREAS**, DTE has established an "Electric Choice Program," for Retail Access service as described in its Retail Access Service Rider ("RASR") and its Customer Choice Plan, both of which are on file with the Michigan Public Service Commission ("MPSC" or "Commission"); and

**WHEREAS**, the Alternative Electric Supplier desires to enroll Customers into the Electric Choice Program; and will participate in the Electric Choice Program in accordance with the terms and conditions of this AES Agreement, the RASR, and the 10% Cap on Electric Choice participation procedures pursuant to the MPSC's Order in Case No. U-15801.

**WHEREAS**, the Alternative Electric Supplier desires to purchase certain additional services from DTE and DTE is willing to provide such services in connection with providing Retail Access service; and

**WHEREAS**, DTE has agreed to render Distribution Service in conjunction with Customer's participation in its Electric Choice Program in accordance with the terms and conditions of this AES Agreement, the RASR, and the Marketer Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual promises contained herein, DTE and the Alternative Electric Supplier agree as follows:

### 1. Definitions

- 1.1 The term "Alternative Electric Supplier" refers to an entity that has obtained all the necessary legal approvals to sell retail electricity to Retail Access customers in Michigan, as is licensed by the MPSC. An AES does not physically deliver electricity directly to retail customers in the state.
- 1.2 The term "Marketer" refers to a Federal Energy Regulatory Commission ("FERC")-authorized power Marketer responsible for Midcontinent Independent System Operator ("MISO") Market Participant ("MP") responsibilities related to providing open access transmission, and energy and operating reserve services to Retail Access customers.
- 1.3 The term "Customer" refers to the retail Customer enrolled in the Electric Choice Program by the Alternative Electric Supplier.

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- 1.4 The term “Legally Authorized Person” means a person that has legal documentation or legal authority to enroll a Residential or Non-Residential customer into a binding contract. A Legally Authorized Person includes, but is not limited to, an individual with power or attorney or a corporate agent authorized to enter into contracts on a corporation’s behalf.
- 1.5 The term “10% Cap Procedure” refers to the procedure governing Electric Choice Program cap allocations issued pursuant to the September 29, 2009 MPSC Order in Case No. U-15801 and as amended from time to time.
- 1.6 Terms not defined in this AES Agreement will have the meaning defined in the RASR or the Marketer Agreement.

### **2. Term**

- 2.1 This AES Agreement is effective as of the last date executed by the Alternative Electric Supplier or DTE.
- 2.2 This AES Agreement will remain in effect unless canceled pursuant to Section 15, or terminated without cause by either Party with 30 days prior written notice. DTE reserves the right to replace or amend this AES Agreement as appropriate to reflect changes required by regulatory agencies.

### **3. Distribution Service**

- 3.1 Distribution service will be provided to the Alternative Electric Supplier’s Customers pursuant to DTE Electric tariffs, the RASR and any agreements between the Customer and DTE relating to Retail Access service.
- 3.2 All other services provided to the Alternative Electric Supplier's Customers by DTE will be provided pursuant to the terms of other agreements between the Customer and DTE.

### **4. Customer Enrollment**

- 4.1 The Alternative Electric Supplier shall submit enrollment requests for Customers electronically with DTE using:
- 4.1.1 A Customer Enrollment Form on the DTE Supplier Web site (“Supplier Site”); or

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- 4.1.2 An XML 814 Transaction Set with standardized data fields, as specified in the XML Schema published on the Supplier Site, transmitted using File Transfer Protocol (“FTP”) to an FTP Server, and encrypted using Pretty Good Privacy (“PGP”). Current standards and protocols are described in Attachment C (Electronic Business Transactions) and may be changed from time to time by 30 days written notice from DTE.
- 4.2 DTE may discontinue the use of the FTP Server and/or the Supplier Site enrollment, upon 30 days’ notice to Alternative Electric Suppliers, and require the use of the remaining method identified in Section 4.1 or a different method.
- 4.3 Enrollment requests submitted by the Alternative Electric Supplier for Customer loads served through any meter or group of meters cannot be split among Alternative Electric Suppliers, or among Marketers.
  - 4.3.1 Unless otherwise impracticable, Customer loads served through a single meter may not be separated or split between DTE Electric full service and Retail Access service.
  - 4.3.2 Customer loads served through separate metering may be split between DTE Electric full service and a single Retail Access service Alternative Electric Supplier and Marketer combination unless prohibited by DTE Electric full service tariffs.
- 4.4 Customers eligible for Retail Access service are defined in the RASR.
- 4.5 When an Alternative Electric Supplier submits an enrollment request for a Customer, DTE will electronically notify the Alternative Electric Supplier acknowledging the enrollment request.
  - 4.5.1 Under the 10% Cap procedure and when the Cap exceeds 10%, Customer enrollment requests will be assigned an energy allotment in megawatt-hours (MWh) and placed in a queue.
    - 4.5.1.1 Customers will be enrolled, subject to Customer Group pursuant to the Cap Procedure, on a first-come, first-served basis, dependent on Group status, only when participation drops below 10% and there is space available below the Cap.
    - 4.5.1.2 When sufficient capacity becomes available for a Customer(s) in the queue to move under the Cap, DTE will offer an energy allotment award(s) to the Customer(s) by notifying its Alternative Electric Supplier via phone or e-mail within two (2) business days.
    - 4.5.1.3 The Alternative Electric Supplier will have two (2) business days following such notice to accept or decline the energy allotment award on behalf of its Customer(s).

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- 4.5.1.4 If the Alternative Electric Supplier fails to respond within the specified timeframe, DTE will treat the energy allotment award as declined and cancel the enrollment request.
- 4.6 DTE will electronically notify the Alternative Electric Supplier of the effective date for Retail Access service. The effective date for Retail Access service for the Customer shall be the later of the next scheduled meter reading date for the Customer occurring at least one (1) business day after the Customer's site is prepared for service under the Electric Choice Program as determined by DTE or the scheduled meter reading date during the future enrollment month specified by the Alternative Electric Supplier on the enrollment.
- 4.7 If the Customer requires new metering, DTE will install metering in accordance with the terms and conditions detailed in the RASR.
- 4.8 DTE will disable any control equipment previously installed for Customers on interruptible tariffs.
- 4.9 DTE will cancel an enrollment request if the Customer disputes an enrollment prior to the effective date for Retail Access service.
- 4.10 The Alternative Electric Supplier may cancel an enrollment request by submitting an electronic cancel request prior to the effective date for Retail Access service.

### **5. Switching Alternative Electric Suppliers**

- 5.1 A Customer taking Retail Access service may switch Alternative Electric Suppliers by authorizing the new Alternative Electric Supplier to submit a new electronic enrollment request as described in Section 4, not less than one (1) business day before the effective date for switching.
  - 5.1.1 A Customer taking DTE Electric full service for whom an Alternative Electric Supplier has submitted an electronic enrollment request as described in Section 4 may switch Alternative Electric Suppliers by authorizing the new Alternative Electric Supplier to submit a new electronic enrollment request as described in Section 4, not less than one (1) business day before the effective date for switching.
- 5.2 When the new Alternative Electric Supplier submits an enrollment request, DTE will electronically notify the new Alternative Electric Supplier acknowledging the enrollment request.
- 5.3 Upon confirmation of the enrollment request from the new Alternative Electric Supplier, DTE will electronically notify the new and former Alternative Electric Supplier and the new and former Marketer of the effective date of the switch request.

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- 5.4 The effective date for switching Alternative Electric Suppliers for Customers in Retail Access service shall be the next scheduled meter reading date for the Customer occurring at least one (1) business day after the new Alternative Electric Supplier submits an electronic enrollment request as described in Section 4 or on the scheduled meter read date during the future enrollment month specified by the Alternative Electric Supplier on the enrollment.
- 5.4.1 The effective date for switching Alternative Electric Suppliers for Customers currently taking DTE Electric full service shall be the next (1) business day after the new Alternative Electric Supplier submits an electronic enrollment request as described in Section 4 or on the scheduled meter read date during the future enrollment month specified by the Alternative Electric Supplier on the enrollment.
- 5.5 DTE will cancel the enrollment switch request upon receipt of an electronic cancel request from the new Alternative Electric Supplier prior to the effective date for switching Alternative Electric Suppliers.
- 5.6 DTE will cancel the enrollment switch request if DTE receives notice from the Customer that the Customer disputes an enrollment request prior to the effective date for switching Alternative Electric Suppliers.
- 5.7 When an enrollment switch request is cancelled, DTE will electronically notify the new and former Alternative Electric Supplier and the new and former Marketer of the cancellation.

### **6. Switching Marketers**

- 6.1 To switch Marketers, the Alternative Electric Supplier:
- 6.1.1 Must provide an executed Alternative Electric Supplier-Marketer Notice (Attachment B) identifying the new Marketer that is fully qualified to participate in the Electric Choice Program; and
- 6.1.2 Must provide the Alternative Electric Supplier-Marketer Notices (Attachment B) to DTE at least 30 days prior to the effective date of service by the new Marketer; and
- 6.1.3 Must submit an electronic modify request for all Customers to be served by the new Marketer at least one (1) day prior to the effective date of service by the new Marketer. The effective date of service by the new Marketer will be the first day of the calendar month following the submission of the electronic modify request; and
- 6.1.4 Must comply with all of the provisions of this AES Agreement regarding the new Marketer; and

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- 6.1.5 Must provide the new Marketer it has identified as being responsible for its Customers in the Alternative Electric Supplier–Marketer Notice all information concerning such Customers necessary for the Marketer to perform its obligations.

### 7. Termination of Retail Access Service

- 7.1 Termination of Retail Access service to a Customer can be initiated by the Alternative Electric Supplier, the Customer, DTE, or by the termination of the relationship between the Alternative Electric Supplier and its Marketer as described below:
- 7.2 Termination by the Alternative Electric Supplier
- 7.2.1 The Alternative Electric Supplier may terminate service to its Customer(s) by submitting an electronic drop request not less than one (1) business day before the next scheduled meter reading date.
- 7.2.2 The effective date for termination of Retail Access service to the Customer by the Alternative Electric Supplier shall be the next scheduled meter reading date occurring not less than one (1) business day after the submission of the electronic drop request to DTE.
- 7.3 Termination by the Customer
- 7.3.1 The Customer may terminate Retail Access service by contacting its Alternative Electric Supplier who can submit an electronic drop request not less than one (1) business day before the next scheduled meter reading date.
- 7.3.2 The Customer may also terminate Retail Access service by notifying DTE in writing or by calling the Electric Choice Customer Center not less one (1) business day before the next scheduled meter reading date.
- 7.3.3 The effective date for termination of Retail Access service to the Customer by the Customer shall be the next scheduled meter reading date occurring not less than one (1) business day after the submission of the notice to DTE.
- 7.4 Termination by DTE
- 7.4.1 DTE may terminate Retail Access service to the Alternative Electric Supplier's Customer(s) if any of the following occur:
- 7.4.1.1 An Event of Default by the Alternative Electric Supplier has occurred; or
- 7.4.1.2 An Event of Default by the Marketer identified with the Customer has occurred under its Marketer Agreement with DTE; or

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- 7.4.1.3 The Customer fails to meet the requirements and obligations as set forth in the RASR.
- 7.4.2 The effective date for terminating Retail Access service to the Alternative Electric Supplier's Customer by DTE shall be the business day after the date of the notice referred to in Section 7.6.
- 7.5 Termination of the relationship between the Alternative Electric Supplier and its Marketer
  - 7.5.1 Retail Access service to the Alternative Electric Supplier's Customer(s) will be terminated if the Alternative Electric Supplier does not submit an electronic modify request pursuant to Section 6.1.3 following the termination of the relationship between the Alternative Electric Supplier and the Marketer.
  - 7.5.2 The effective date for terminating Retail Access service to the Alternative Electric Supplier's Customer shall be the first day of the calendar month which occurs at least 45 days after the termination notice is received by DTE.
- 7.6 Notification of termination will be made electronically to the Alternative Electric Supplier and Marketer(s).
- 7.7 For Customers with Advanced Electric Meters or Automated Metering Infrastructure (AMI) Meters, actual meter readings on the effective date of termination will be used.
- 7.8 For Customers with Standard Demand/Energy Meters, meter readings on the effective date of termination will be on a prorated basis based on the next actual meter reading.

### **8. Metering**

- 8.1 DTE will meter a Customer's use of electric energy with meters as described in the RASR.
  - 8.1.1 The meters will be used to obtain data to determine Customer bills and create data for submittal to MISO by the Meter Data Management Agent ("MDMA").
  - 8.1.2 DTE will use reasonable efforts to repair or replace a malfunctioning meter within five (5) business days of the time when DTE becomes aware that such meter is malfunctioning.

### **9. Alternative Electric Supplier Billing (Complete Billing Option Only)**

- 9.1 DTE will provide the Alternative Electric Supplier bills for services rendered.



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- 9.2 The Alternative Electric Supplier will receive one bill from DTE per month for any applicable charges, and applicable Complete Billing monthly charges for its Customers with scheduled meter readings in the preceding calendar month. DTE will also bill the Alternative Electric Supplier for all applicable non-exempt taxes. DTE will render the Alternative Electric Supplier bill within the first ten (10) business days of each calendar month.
- 9.3 Payment in full is due from the Alternative Electric Supplier to DTE 21 days from the date of the bill (“Due Date”).
- 9.4 The Alternative Electric Supplier will be assessed a late payment charge of 2% per month on the unpaid balance of any bill for which full payment was not received by DTE on or before the Due Date.

### **10. Customer Billing**

- 10.1 DTE will provide two (2) Customer Billing options – Complete Billing by DTE and Separate Billing by DTE and the Alternative Electric Supplier. It is the responsibility of the Alternative Electric Supplier to identify on the Customer Enrollment Form which of these options the Customer has requested.
- 10.2 Complete Billing by DTE
- 10.2.1 Under Complete Billing, DTE will provide the Customer with a single bill, which includes DTE charges and the Alternative Electric Supplier charges. Due dates to the Customer for Alternative Electric Supplier charges will be the same as DTE’s charges. Under this option, DTE will process payments from the Customer and remit the Alternative Electric Supplier’s billed revenue to the Alternative Electric Supplier electronically within ten (10) business days after the receipt of funds from the Customer as described in Section 11.
- 10.2.2 For Customer(s) enrolled with the Complete Billing option, the Alternative Electric Supplier may not change the Customer’s Billing option to the Separate Billing option until after 12 months have elapsed from the date on which the Complete Billing began.
- 10.2.3 The Alternative Electric Supplier must submit its rate structures and billing determinants (“Rate Ready Schedule”) using the Supplier Site, not less than ten (10) business days prior to enrolling its first Customer with the Complete Billing option.
- 10.2.4 The Alternative Electric Supplier must select one or more of the following pricing structures defined as follows:
- 10.2.4.1 Daily Flat Rate means a fixed daily charge for energy. This rate applies to Customers with single-phase service only.

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- 10.2.4.2 Monthly Flat Rate means a fixed monthly charge for energy. This rate applies to Customers with single-phase service only.
- 10.2.4.3 Fixed Energy Rate means a fixed rate (expressed in cents/kWh) applied to the metered use of the electric energy. This rate applies to Customers with either single-phase or three-phase service.
- 10.2.4.4 Simple Two Step Rate means an inclining/declining block rate based on a given calculated average energy usage amount in kWh per day with a corresponding rate and the excess energy usage at a different rate. This rate applies to Customers with three-phase service only.
- 10.2.4.5 Combined Energy and Demand Rate means one energy rate with one on-peak demand charge. This rate applies to Customers with three-phase service only.
- 10.2.5 The Alternative Electric Supplier may not submit more than 60 prices to the Rate Ready Schedule but may use any combination of the pricing structures described in Section 10.2.4.
- 10.2.6 DTE will provide the Alternative Electric Supplier with a Product Offering Identification Number to correspond with the billing determinants referenced in Section 10.2.3.
- 10.2.7 The Alternative Electric Supplier must submit any changes to its Rate Ready Schedule not less than 30 days prior to the next scheduled meter reading date after which they are to be used. Changes must be made using the Supplier Site.
- 10.2.8 Other pricing structures, at a fee to be negotiated, may be used if acceptable to DTE. DTE's acceptance shall not be unreasonably withheld.
- 10.3 Separate Billing by the Alternative Electric Supplier
  - 10.3.1 Under the Separate Billing option, DTE will not bill Customers for Alternative Electric Supplier charges or applicable taxes.
  - 10.3.2 Under the Separate Billing option, the Alternative Electric Supplier is responsible for all state and local tax collection and remittance associated with its service to its Customers.
- 10.4 With Complete Billing or Separate Billing, DTE will use reasonable efforts to supply the necessary billing determinants to the Alternative Electric Supplier electronically within one (1) business day after the Customer's meter is read.

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- 10.5 The data required to support all Complete Billing or Separate Billing, will be acquired in accordance with DTE's normal meter read schedules and billing cycles which are published on the Supplier Site.
- 10.6 With Complete Billing or Separate Billing, billing based on data acquisition errors will be credited or debited in the billing period following discovery and correction.

### 11. Processing of Customer Payments under the Complete Billing Option

- 11.1 DTE will act as the Alternative Electric Supplier's agent for receiving payments from the Alternative Electric Supplier's Customer(s) enrolled with the Complete Billing option. The Electronic Funds Transfer ("EFT") Authorization Form (Attachment D) must be executed by AESs electing the Complete Billing option.
- 11.2 DTE will not remit to taxing authorities any applicable taxes received from the Alternative Electric Supplier's Customer(s) related to the Alternative Electric Supplier's charges. Any such amounts will be forwarded to the Alternative Electric Supplier along with energy payments. The Alternative Electric Supplier is responsible for the collection of all state and local taxes not collected and forwarded by DTE, and the remittance to taxing authority of all state and local taxes (both those forwarded and collected) associated with its service to its Customers.
- 11.3 DTE will only forward payments received and will not pursue collections for any Alternative Electric Supplier. However, DTE will print past due amounts on the bill details for Alternative Electric Supplier Customers enrolled with the Complete Billing option.
- 11.4 If the Customer makes less than full payment, the funds received will be applied in the following order:
- 11.4.1 First, all deposit balances to DTE Electric and DTE Gas Company ("DTE Gas");
- 11.4.2 Second, all past due and current balances for regulated services, e.g. electric full service, electric distribution service, natural gas services (including Gas Choice), digital cellular and manual meter reading fees, late payment charges, etc., to DTE Electric and DTE Gas;
- 11.4.3 Third, all past due and current balances for non-regulated services, e.g. appliance service program, to DTE Electric and DTE Gas; and
- 11.4.4 Finally, all past due and current charges pertaining to the Complete Billing option to the Alternative Electric Supplier.

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- 11.5 If the Alternative Electric Supplier pursues and takes collection of any revenues from any of its Customers enrolled with the Complete Billing option, the Alternative Electric Supplier shall inform DTE immediately with the appropriate information in order to update past due amounts referenced in Section 11.3 for such Customers.

### 12. Customer Protection

- 12.1 Alternative Electric Suppliers shall warrant that the Customer has duly authorized the submitted enrollment and the Alternative Electric Supplier has complied with the provisions of 2000 P.A. 141 or any applicable commission rules developed pursuant to 2000 P.A. 141 to prevent slamming.
- 12.2 The maximum early termination fee for residential contracts of one year or less shall not exceed \$50. The maximum early termination fee for residential contracts of longer than one year shall not exceed \$100.
- 12.3 It is the Alternative Electric Suppliers responsibility to have a current valid contract with the customer at all times. Any contract that is not signed by the customer or Legally Authorized Person shall be considered null and void. Only the customer account holder or Legally Authorized Person shall be permitted to sign a contract. An Alternative Electric Supplier and its agent shall make reasonable inquiries to confirm that the individual signing the contract is a Legally Authorized Person. For each customer, an Alternative Electric Supplier must be able to demonstrate that a customer has made a knowing selection of the Alternative Electric Supplier by at least one of the following verification records:
- 1) An original signature from the customer account holder or Legally Authorized Person.
  - 2) Independent third party verification with an audio recording of the entire verification call.
  - 3) An e-mail address if signed up through the Internet.

The Commission or its Staff may request a reasonable number of records from an Alternative Electric Supplier to verify compliance with this customer verification provision, and in addition, may request records for any customer due to a dispute.

- 12.4 An Alternative Electric Supplier must distribute a confirmation letter to residential customers by U.S. mail. The confirmation letter must be postmarked within seven (7) days of the customer or Legally Authorized Person signing a contract with the Alternative Electric Supplier. The confirmation letter must include the date the letter was sent, the date the contract was signed, the term of the contract with end date, the fixed or variable rate charged, the unconditional cancellation period, any early termination fee, the Alternative Electric Supplier's phone number, the Commission's toll-free number and DTE Electric's emergency contact information.

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- 12.5 DTE Electric provides Residential Customers with pending enrollments with an Alternative Electric Supplier, a 14-day notice period in which the Customer may cancel the enrollment before the switch is executed. If the Customer challenges the enrollment the switch transaction is cancelled, the affected Alternative Electric Supplier(s) are notified, and the enrolling Alternative Electric Supplier shall be assessed the \$5 switching fee instead of the Customer. If the Customer cancels an enrollment in error, the enrolling Alternative Electric Supplier's remedy is to discuss the situation with the Customer and submit a new enrollment.

Commercial and Industrial ROA Customers' right to cancel an enrollment shall be in accordance with the terms of their contract with their Alternative Electric Supplier(s).

- 12.6 A supplier must allow the Staff of the Commission an opportunity to review and comment on its residential contract(s) and residential marketing material at least five business days before the Supplier intends to use these contract(s) and marketing material in the marketplace.

### 13. Representations and Warranties

- 13.1 The Alternative Electric Supplier represents and warrants to DTE upon execution of this AES Agreement and each time it enrolls a Customer that:
- 13.1.1 No material changes in the data contained in Alternative Electric Supplier's filing with the MPSC for its license.
- 13.1.2 The Alternative Electric Supplier will at all times maintain a contractual relationship with a Marketer, defined as a registered Market Participant ("MP") with MISO.
- 13.1.3 This AES Agreement and the transactions contemplated hereby constitute the legal and binding obligations of the Alternative Electric Supplier and are valid and enforceable in accordance with its terms except as may be limited by laws of general application concerning creditors' rights.
- 13.1.4 This AES Agreement is not in conflict with organizing documents of the Alternative Electric Supplier or the provisions of any agreement or indenture to which Alternative Electric Supplier is a party or is otherwise bound, nor violates any provisions of law applicable to the Alternative Electric Supplier, or any order, judgment or decree by which the Alternative Electric Supplier is bound.
- 13.2 The Alternative Electric Supplier represents and warrants to DTE that each time it enrolls and begins service to a Customer that:
- 13.2.1 The Alternative Electric Supplier has a valid, enforceable agreement with each of the Customers that it has enrolled.

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- 13.2.2 The information in the Customer Enrollment Form and any other information provided by the Alternative Electric Supplier is correct, and Alternative Electric Supplier will promptly inform DTE of any changes in such information.
- 13.2.3 The Alternative Electric Supplier is in compliance with all of the requirements of this AES Agreement and the RASR and will continue to be in compliance with such requirements throughout the term of this AES Agreement.
- 13.2.4 Each of its Customers to be served has a Marketer, as identified in the Customer Enrollment Form and Alternative Electric Supplier - Marketer Notice, as its agent to obtain appropriate MISO MP-related services.
- 13.2.5 The Marketer identified by the Alternative Electric Supplier has authorized the Alternative Electric Supplier to obligate the Marketer to perform the Marketer's obligations with respect to such Customer(s) under the Marketer Agreement with DTE.

### 14. Events of Default

- 14.1 An "Event of Default" shall mean with respect to a defaulting Party:
  - 14.1.1 Failure by the defaulting Party to make, when due, any payment required if such failure is not remedied within ten (10) business days after written notice of such failure is given to the defaulting Party.
  - 14.1.2 Any representation or warranty made by the defaulting Party shall prove to have been false or misleading in any material respect when made, deemed to be made or repeated.
  - 14.1.3 Failure by the defaulting Party to perform any other covenant or satisfy any condition set forth in this AES Agreement if such failure is not remedied within ten (10) business days after written notice of such failure is given to the defaulting Party. The occurrence of an Event of Default with respect to a Marketer under its Marketer Agreement with DTE will be deemed under this Section a failure by the Alternative Electric Supplier to perform.
  - 14.1.4 The defaulting Party is subject to a bankruptcy, insolvency or receivership proceeding.
  - 14.1.5 Failure to comply with the terms and conditions of the RASR.
  - 14.1.6 Failure of the Alternative Electric Supplier to maintain an Alternative Electric Supplier License.

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### **15. Remedies**

15.1 If an Event of Default occurs with respect to a defaulting Party at any time during the term of this AES Agreement, the non-defaulting Party may: (a) cancel this AES Agreement; provided, however, upon the occurrence of any Event of Default listed in Section 14 or

15.1.1 This AES Agreement shall automatically end unless contrary to law, without notice, as if it had been immediately canceled prior to such event; (b) exercise any remedy available at law or in equity to enforce payment of any amounts owing together with interest and attorney fees and costs, or (c) both.

### **16. Limitation of Liability**

16.1 The defaulting Party's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages including but not limited to, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive.

### **17. Regulatory, Legislative, or Judicial Changes**

17.1 If any modifications, changes, additions or deletions to any of the provisions of this AES Agreement are imposed by regulation or law, then the Party adversely affected may terminate this AES Agreement upon 30 days written notice, provided such notice is given within 30 days of the effective date of such imposition.

17.2 If any adverse modification, change, addition, deletion, or ruling regarding (1) any of the provisions of the Customer Choice Plan, (2) an applicable MPSC or FERC approved tariff, (3) an applicable Michigan Public Act, or (4) an applicable MPSC order including but not limited to the orders in Case Nos. U-11290, U-11449, U-8789, U-11726, U-12489 or U-15801 is imposed by a regulatory order, law, regulation, or court order, the Party adversely affected may terminate this AES Agreement upon 30 days written notice to the other Party. In the case of legislation or regulation this written notice must be given prior to 30 days after the effective date of the legislation or regulation. In the case of a regulatory order or court order the written notice must be given prior to the date 30 days after all appeal periods have expired and no appeal has been taken or stay has been granted.

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### 18. Exclusion of Third-Party Beneficiaries

18.1 No entity is intended to be a third-party beneficiary under this AES Agreement.

### 19. Force Majeure

19.1 Neither Party shall be liable if it is rendered unable to fulfill any of its obligations under this AES Agreement by reason of Force Majeure. A Party shall exercise due diligence to remove such inability with all reasonable dispatch.

19.2 “Force Majeure” means earthquake, storm, lightning, flood, backwater caused by flood, fire, explosion, act of the public enemy, epidemic, accident, failure of facilities, equipment or fuel supply, acts of God, war, riot, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, interruption of synchronous operation, institution of emergency electrical procedures or other similar or dissimilar causes beyond the reasonable control of the Party affected, which causes could not have been avoided by exercising due diligence. Nothing contained herein shall be construed to require settlement of any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved or to appeal from any judicial, regulatory or administrative action.

### 20. Non-Waivers

20.1 No waiver by any Party of any default of the other Party under this AES Agreement shall operate as a waiver of a future default whether of a like or different character.

20.2 Failure or delay of DTE to insist upon strict performance of any of the terms and conditions of this AES Agreement, or to exercise any rights or remedies provided in this AES Agreement or by law, or to properly notify the Alternative Electric Supplier in the event of breach, or DTE’s provision of services or acceptance of payment for services provided in this AES Agreement, shall not release the Alternative Electric Supplier from any of the warranties or obligations of this AES Agreement and shall not be deemed a waiver of any right of DTE to insist upon strict performance of the Agreement in the future or constitute a waiver of any rights of remedies related to performance of the Alternative Electric Supplier pursuant to this AES Agreement.

### 21. Changes in Rates, Charges, Classifications, Service, Rules, Regulations

21.1 Nothing contained in this AES Agreement shall be construed as affecting or limiting in any way the right of DTE to unilaterally file with any appropriate regulatory authority, or make application for, changes in rates, charges, classifications, or service, or any rule under other applicable law or regulation.



## **Alternative Electric Supplier Agreement**

### **22. Assignment**

22.1 The Alternative Electric Supplier may assign its rights and obligations only with the written consent of DTE, which will not unreasonably be withheld. DTE may assign this AES Agreement to an affiliate or successor entity without the Alternative Electric Supplier's consent. In the event of an assignment by either Party, any assignee shall be required, pursuant to a written agreement, to assume all of the obligations of the assignor under this AES Agreement.

### **23. Notices**

23.1 All notices required under this AES Agreement shall be made electronically, unless otherwise specified in this AES Agreement, to the Party to be served at such address as the Parties may designate from time to time.

23.2 The following person shall be the representative of DTE for all purposes under this AES Agreement:

Manager, Electric Choice Program Office  
DTE Electric Company  
One Energy Plaza  
Detroit, MI 48226  
Fax (313) 235-0531  
Email Address: suppliers@dteenergy.com

23.3 Notice information for the representative of the Alternative Electric Supplier for all purposes under this AES Agreement is provided in Attachment A.

23.4 Notice information may be changed by written notice to the other party.

### **24. Governing Law**

24.1 The formation, validity, interpretation, execution, amendment and termination of this AES Agreement shall be governed by the laws of the State of Michigan without regard to conflicts of law, and any actions with respect thereto may be brought only in a court of competent jurisdiction located in Michigan, if jurisdiction is not with a regulatory agency.

### **25. Warranty Exclusion and Limited Remedy**

25.1 DTE EXPRESSLY NEGATES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

## **Alternative Electric Supplier Agreement**

### **26. Entire Agreement and Amendments**

- 26.1 This AES Agreement, including all associated Attachments thereto, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior agreements or understandings.
- 26.2 This AES Agreement and its Attachments may be amended only by written notification executed by the Parties that specifically refers to the Section(s) being amended.
- 26.3 The Alternative Electric Supplier warrants that this agreement has not been altered from its original form as provided by DTE electronically or otherwise.

## Alternative Electric Supplier Agreement

### 27. Authorization Acknowledgment

27.1 The parties agree to be bound by the terms and conditions of this AES Agreement and have caused this AES Agreement to be executed by their respective authorized officials.

#### DTE Electric:

By: \_\_\_\_\_ Manager, Electric Choice Program Office  
Signature  
\_\_\_\_\_  
Print Name  
Date: \_\_\_\_\_

#### Alternative Electric Supplier:

\_\_\_\_\_  
Alternative Electric Supplier Name  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type of Entity (a Michigan Corporation, etc.)  
Print Name  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_



# Alternative Electric Supplier Agreement

## Attachment A Alternative Electric Supplier Specific Information

### Notices

The following person shall be the representative of the Alternative Electric Supplier for all purposes under this AES Agreement:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Electronic Funds Transfer (Complete Billing Option Only)

All payments to DTE will be made by the Alternative Electric Supplier by Electronic Funds Transfer to DTE's financial institution as specified below:

J P Morgan Chase  
611 Woodward Avenue  
Detroit, MI 48232

ACH Coordinator Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*ACH Routing Number: \_\_\_\_\_

\*Account Number: \_\_\_\_\_

**\*Note:** This information is **CONFIDENTIAL**

All payments to the Alternative Electric Supplier will be made by DTE by Electronic Funds Transfer to the Alternative Electric Supplier's financial institution as specified in the Electronic Funds Transfer Authorization Form (Attachment D). The Alternative Electric Supplier will also submit to DTE a completed IRS W-9 Form (Request for Taxpayer Identification Number and Certification). DTE Electric's Federal Taxpayer ID is 38-0478650.



# Alternative Electric Supplier Agreement

## Attachment B Alternative Electric Supplier-Marketer Notice

This is a notice to DTE Electric that on \_\_\_/\_\_\_/\_\_\_ the Alternative Electric Supplier and Marketer entered into a contract where the Marketer agrees to provide MISO MP-related services.

Alternative Electric Supplier Name \_\_\_\_\_ Marketer Name \_\_\_\_\_

Alternative Electric Supplier Duns No. \_\_\_\_\_ Marketer Duns No. \_\_\_\_\_

### Alternative Electric Supplier:

By: \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

### Marketer:

By: \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

Effective \_\_\_/\_\_\_/\_\_\_, the Alternative Electric Supplier or Marketer terminated its contract with:

Alternative Electric Supplier Name \_\_\_\_\_ Marketer Name \_\_\_\_\_

Alternative Electric Supplier Duns No. \_\_\_\_\_ Marketer Duns No. \_\_\_\_\_

### Alternative Electric Supplier:

By: \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

### Marketer:

By: \_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## Alternative Electric Supplier Agreement

### Attachment C Electronic Business Transactions (Page 1 of 6)

- 1.1** It is the intent for all commerce to be conducted electronically whenever possible. Only in case of the failure of electronic communication and commerce, or when authorized otherwise by DTE, will other means of communication and commerce be undertaken. Electronic commerce will be by transaction of data sets using Extensible Markup Language (XML). Some electronic commerce may be transacted over the Internet.
- 1.2** XML is the transmission, in standard syntax, of unambiguous information between computers belonging to the Parties. The schema in a transaction set defines the types of data which the specified transmission must contain and the format in which the data must appear.
- 1.2.1 All XML Schemas that are used will be listed on the Supplier Site. These Schemas may be changed by DTE from time to time upon 30 days' notice to the Alternative Electric Supplier posted on the Supplier Site.
- 1.2.2 Any transmission of XML data using a transaction set or schema which is not posted on the Supplier Site shall have no force or effect between the Parties unless justifiably relied upon by the receiving Party.
- 1.2.3 All transactions shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Supplier Site.
- 1.2.4 For all XML transactions, whether subject to prior content agreement of the Parties or otherwise, the recipient of an XML transmission shall promptly report to the originator any error in syntax, format, or data, but in no event later than one business day after receipt, by use of the XML functional acknowledgment transaction.
- 1.2.5 In the event of a complete XML communications failure the notification will be by fax, telephone or e-mail. In the absence of such notice the originating Party's records of the contents of the transaction shall control. Each Party agrees to take reasonable efforts to resolve implementation and application problems of XML transactions.
- 1.3** Alternative Electric Suppliers are expected to transmit XML transaction sets with DTE via an FTP (File Transfer Protocol) server provided by DTE. DTE will provide a unique user ID and password for each Alternative Electric Supplier for secure communication and confidentiality of each supplier's data. Each FTP login account will have 2 sub-directories from their home directory: Inbound and Outbound. The Alternative Electric Supplier/Marketer will have 'write' access to the 'Inbound' directory and will write files to this directory that DTE will read and process. The Alternative Electric Supplier will have 'read' access to the 'Outbound' directory under their 'home directory'. DTE generates outbound transaction sets to Alternative Electric Suppliers which can be downloaded from the outbound directory.

## **Alternative Electric Supplier Agreement**

### **Attachment C Electronic Business Transactions (Page 2 of 6)**

- 1.4** To communicate using XML, the Alternative Electric Supplier must obtain software capable of generating RSA 1024 encryption and decryption. The software must be Pretty Good Privacy (PGP) compatible.
- 1.5** XML transaction sets will be transmitted electronically to each Party, either as specified in Section 1.2 or through a third-party service provider ("Provider") with which either Party may contract.
- 1.5.1 Either Party may modify its election to use or change a Provider upon 30 days prior electronic or written notice.
- 1.5.2 Each Party shall be responsible for the costs of any Provider with which it contracts, unless stated otherwise.
- 1.5.3 Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling transactions, or performing related activities for such Party; provided, that if both Parties use the same Provider to effect the transmission and receipt of a transaction set, the originating Party shall be liable for the acts or omissions of such Provider as to such transaction set.
- 1.6** Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive XML transactions.
- 1.6.1 If for any reason the Alternative Electric Supplier's system for communicating XML transactions is inoperable, DTE's liability is limited to notifying the Alternative Electric Supplier that there is a communications problem. DTE will not handle XML transactions until the system is back in service.
- 1.6.2 Each Party shall properly use those security procedures as specified in Section 1.4 to ensure that all transmissions of transactions are authorized and to protect its business records and data from improper access.
- 1.7 Data Transmissions**
- 1.7.1 Transactions shall not be deemed to have been properly received, and no transaction shall give rise to any obligation, until accessible to the receiving Party at such Party's receipt network.
- 1.7.2 Upon proper receipt of any transaction, the receiving Party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise agreed upon.

## **Alternative Electric Supplier Agreement**

### **Attachment C Electronic Business Transactions**

*(Page 3 of 6)*

- 1.7.3 If acceptance of a transaction is required, any such transaction, which has been properly received, shall not give rise to any obligation until and unless the Party initially transmitting such transaction has properly received in return an XML functional acknowledgment.
- 1.7.4 If any properly transmitted transaction is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received transaction) in a reasonable manner. In the absence of such notice, the originating Party's record of the contents of such transaction shall control.
- 1.7.5 Information contained in any transaction or otherwise exchanged between the Parties shall be confidential information ("Confidential Information").
- 1.7.5.1 Each Party agrees that, unless specifically authorized in writing by the other, it will use such Confidential Information solely for the purpose of performing this AES Agreement.
- 1.7.5.2 Each Party agrees to receive the Confidential Information in confidence. Each party agrees that it will treat such Confidential Information in the same manner as it treats like information of its own, but in all events it shall exercise at least a reasonable degree of care for preventing unauthorized disclosures of the Confidential Information. Each party further agrees not to distribute, disclose or disseminate the Confidential Information, to anyone, except to its employees or consultants who have a need to know only upon obtaining such employee's or consultant's agreement to be bound to the terms of this AES Agreement.
- 1.7.5.3 The obligations imposed herein shall not apply to Confidential Information:
- 1.7.5.3.1 which becomes available to the public through no act of the receiving Party; or
- 1.7.5.3.2 which may be published prior to the date hereof; or
- 1.7.5.3.3 which is received from a third party without restriction and without breach of this AES Agreement; or
- 1.7.5.3.4 which is independently developed by the receiving Party; or
- 1.7.5.3.5 which is disclosed pursuant to a requirement or request of a government agency; or
- 1.7.5.3.6 which is already known by the receiving Party.



## **Alternative Electric Supplier Agreement**

### **Attachment C Electronic Business Transactions (Page 4 of 6)**

- 1.7.5.4 Notwithstanding any termination or cancellation of this AES Agreement, the provisions with respect to nondisclosure of Confidential Information shall remain in full force and effect for a period of five (5) years thereafter.
- 1.8** If electronic communication or commerce is conducted over the Internet, the following subsections to this Section 1.8 will apply.
- 1.8.1 Although DTE attempts to ensure the integrity and accuracy of the Supplier Site, DTE makes no guarantees whatsoever as to the correctness or accuracy of the Supplier Site. It is possible that the Supplier Site could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Supplier Site by third parties. In the event an inaccuracy is discovered by the Alternative Electric Supplier, the Alternative Electric Supplier shall inform DTE so that it can be corrected.
- 1.8.2 Alternative Electric Supplier agrees:
- 1.8.2.1 To use compatible equipment to conduct electronic commerce with DTE.
- 1.8.2.2 To keep confidential and not publish, broadcast, retransmit, reproduce, commercially exploit, or otherwise re-disseminate or use the data, information, or services provided by the Supplier Site or provided by third parties through their software or their linked sites, except in participating in the DTE Electric Choice Program or any successor plan.
- 1.8.2.3 To keep confidential its password(s) and other security data, methods, and devices.
- 1.8.2.4 To be solely responsible for all information and data transmitted, or use of any data, information, or services obtained using its passwords and other security data.
- 1.8.2.5 Not to use the Supplier Site for any purpose except to participate in the DTE Electric Choice Program or any successor plan.
- 1.8.2.6 To notify DTE immediately if it does not receive confirmation of the receipt of data or information by DTE.
- 1.8.2.7 To notify DTE immediately if it receives confirmation of the receipt of data or information it did not send to DTE.

## **Alternative Electric Supplier Agreement**

### **Attachment C Electronic Business Transactions (Page 5 of 6)**

- 1.8.2.8 To notify DTE immediately if it becomes aware of any unauthorized use of its password(s) or other security data.
- 1.8.2.9 To notify DTE immediately if the security of its password(s) has been compromised in any respect.
- 1.8.2.10 To notify DTE if there is a discrepancy in any information or data sent to or received from DTE.
- 1.8.2.11 To accept full responsibility for the monitoring of all transactions with DTE.
- 1.8.2.12 To be liable for any and all charges or expenses incurred in connection with the use of the Supplier Site by it or any other person through the use of its security codes, equipment, or otherwise.
- 1.8.2.13 That DTE may discontinue Supplier Site services in whole or in part, or may modify or change the terms of the Supplier Site services at any time and from time to time upon reasonable notice.
- 1.8.2.14 That DTE may terminate access to the Supplier Site if the Alternative Electric Supplier has jeopardized the proper and efficient operation of the Electric Choice Program or successor program or its related services.
- 1.8.2.15 That any unauthorized use of DTE's services provided on the Supplier Site whatsoever shall result in automatic termination of the Alternative Electric Supplier's right to use the Supplier Site services.
- 1.8.2.16 That DTE shall not be under any duty to inquire as to the authority or propriety of any instructions given to DTE by the Alternative Electric Supplier, and DTE shall be entitled to act upon any such instructions.
- 1.8.2.17 That to the extent DTE utilizes internet services to transmit data or information, DTE will take reasonable security precautions, but DTE disclaims any liability for interception of any such data or information. DTE shall not be responsible for, and makes no warranties regarding, the access, speed, or availability of internet or network services.

## Alternative Electric Supplier Agreement

### Attachment C Electronic Business Transactions (Page 6 of 6)

- 1.9** The Alternative Electric Supplier's ability to electronically communicate and transfer data must be successfully demonstrated prior to enrolling Customers and shall be maintained throughout the term of this AES Agreement.
- 1.9.1 Before using the FTP Server to transmit data, the Alternative Electric Supplier must demonstrate its ability to electronically transfer data using the FTP Server by successfully completing a test conducted by DTE. The testing procedure is described on the Supplier Site.
- 1.9.2 Before using the internet to transmit data the Alternative Electric Supplier must demonstrate its ability to electronically transfer data by successfully completing a test conducted by DTE during the 30-day notification period. The testing procedure is described on the Supplier Site.
- 1.10** This AES Agreement evidences the Parties' mutual intent to create binding obligations and transactions pursuant to electronic transmission and receipt of data and information.
- 1.10.1 Any transaction properly transmitted pursuant to this AES Agreement shall be considered, in connection with any transaction or any other requirement for a written agreement, to be a "writing" or "in writing"; and any such transaction shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 1.10.2 The conduct of the Parties pursuant to this AES Agreement including the use of transactions properly transmitted pursuant to this AES Agreement shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of this AES Agreement.
- 1.10.3 The Parties agree not to contest the validity or enforceability of communications or transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing, or signed by the Party to be bound thereby, or based on the authority or lack of authority of any employee of the Party to enter the transaction. Documents printed from electronic files or records established and maintained in the normal course of business, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of such documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the documents were not originated or maintained in documentary form.



# Electronic Funds Transfer Authorization Form

This form is used to initiate Electronic Funds Transfers for the specified vendor. Please submit either a vendor invoice with banking information or vendor letterhead with banking information on it along with this EFT form. Please complete all fields; put N/A if not applicable.

**Note: For Standard EFT, fill out sections I, II and IV. For bank chains fill out sections I, III and IV.**

DTE Energy Vendor Code: \_\_\_\_\_ DTE Energy Contact: \_\_\_\_\_

## Section I: Company Information:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City : \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email Address for Remittance advice: \_\_\_\_\_

## Section II: Bank Information:

**Account 1:**

Type of Transfer:      ACH Only      WIRE Only      Either  
(Preferred)

Bank Name: \_\_\_\_\_ Country: \_\_\_\_\_

Bank ABA # : \_\_\_\_\_ Bank Account #: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_ Bank Code: \_\_\_\_\_ Transit #: \_\_\_\_\_  
(For Foreign Banks)      (Bank Code and Transit # are required if ABA # is not provided)

Additional Information: \_\_\_\_\_

**Account 2:**

Type of Transfer:      ACH Only      WIRE Only      Either  
(Preferred)

Bank Name: \_\_\_\_\_ Country: \_\_\_\_\_

Bank ABA #: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_ Bank Code: \_\_\_\_\_ Transit #: \_\_\_\_\_  
(For Foreign Banks)      (Bank Code and Transit # are required if ABA # is not provided)

Additional Information: \_\_\_\_\_

If setting up more than two accounts, please submit an additional form.

**NOTE: ACH is the preferred method of Electronic Funds Transfer of DTE Energy and its affiliates to all USA banks.**



## Electronic Funds Transfer Authorization Form

### Section III: To set up bank chains:

#### Intermediary Bank Information:

Bank Name: \_\_\_\_\_ Bank Country: \_\_\_\_\_

ABA #: \_\_\_\_\_ Account #: \_\_\_\_\_

SWIFT CODE (Optional): \_\_\_\_\_

#### Destination Bank (Final bank) Information:

Bank Name: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Bank Identification #: \_\_\_\_\_ SWIFT CODE (Mandatory): \_\_\_\_\_

ABA #: \_\_\_\_\_ Account #: \_\_\_\_\_

IBAN (Optional): \_\_\_\_\_

Additional Information: \_\_\_\_\_

### Section IV: Approval:

\_\_\_\_\_  
Print Name and Title of Company Officer

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Date

**The above signature acknowledges acceptance of the following:** DTE Energy and/or its subsidiaries are authorized to make deposits into the account at the bank identified above. Both parties agree to be bound by the Operating Rules of the National Automated Clearinghouse Association (NACHA) for ACH transactions. This authorization is to remain in effect until written notice of termination is given to the Company.