

## MULTIPURPOSE PREPAID CARD PROGRAM AGREEMENT

THIS MULTIPURPOSE PREPAID CARD PROGRAM AGREEMENT (this "Agreement"), is made and entered into as of this 18<sup>th</sup> day of November 2014 (the "Effective Date"), by and between Citibank, N.A., a national banking association having its principal place of business at 388 Greenwich Street, New York, NY 10013, ("Bank") and American Electric Power Service Corporation, a New York corporation having its principal place of business at 1 Riverside Plaza, Columbus, Ohio 43215 ("Company").

WHEREAS, Bank offers businesses prepaid card services, pursuant to which Bank issues prepaid cards to certain recipients designated by businesses;

WHEREAS, Company desires to obtain from Bank, and Bank desires to provide to Company, the prepaid card services described in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below.

- (a) "ACH" means Automated Clearing House.
- (b) "Adoption Agreement" has the meaning provided in Section 23.
- (c) "Affiliate" means, with respect to any party hereto, any entity that is controlling, controlled by or under common control with such party. For this purpose, the term "control" and its derivatives means the ownership of more than 50% of the voting interests of an entity.
- (d) "Agreement" has the meaning provided in the introductory paragraph.
- (e) "Applicable Law" means all federal, state and local laws, statutes, regulations, rules, binding interpretations thereof, and court orders applicable to a party in the performance of its obligations or exercise of its rights under this Agreement.
- (f) "Authorized User" means each Company employee, other than the Program Administrator, that Company has authorized to access the Program Administrative Website.
- (g) "Bank" has the meaning provided in the introductory paragraph.
- (h) "Bank Marks" means the name, logo, and registered and common law trademarks and service marks of Bank which may be used by Company in connection with the Program, as identified by Bank from time to time.
- (i) "Bank Parties" means Bank and its Affiliates and their respective officers, directors, employees, agents, representatives and independent contractors.
- (j) "Business Day" means any day other than a Saturday, Sunday or day on which national banks are authorized or obligated to close.
- (k) "Cardholder Agreement" means the agreement between Bank and a Prepaid Card cardholder specifying the terms and conditions for use of a Prepaid Card.
- (l) "Claims" means third-party claims and related losses, damages, liabilities and expenses (including all taxes, interest, and fines and penalties imposed by governmental authorities and all legal costs such as reasonable attorneys' fees, court costs and settlement expenses).
- (m) "Company" has the meaning provided in the introductory paragraph.
- (n) "Company Marks" means the name, logo, and registered and common law trademarks and service marks of Company which may be used by Bank in connection with the Program, as identified by Company from time to time.
- (o) "Company Parties" means Company and its Affiliates and their respective officers, directors, employees, agents, representatives and independent contractors.
- (p) "Data File" means a settlement file identifying the amounts authorized by Company to be allocated to each Prepaid Card for the benefit of each cardholder.
- (q) "Effective Date" has the meaning provided in the introductory paragraph.
- (r) "Indemnified Party" has the meaning provided in Section 18(c).
- (s) "Indemnifying Party" has the meaning provided in Section 18(c).
- (t) "Initial Term" has the meaning provided in Section 20(a).
- (u) "IVR" means an automated interactive voice response system accessible via a toll-free telephone number that is available twenty-four (24) hours per day and seven (7) days per week (excluding scheduled or necessary systems maintenance).
- (v) "Marks" means Banks Marks and/or Company Marks, as the context requires.
- (w) "Marketing Templates" means template marketing materials provided by Bank to Company for use, at Company's expense, in promoting the Program.
- (x) "Network Rules" means rules and compliance standards established by the applicable debit transaction networks.

(y) "Prepaid Card" means a Bank-issued plastic card with a magnetic stripe that may be used to purchase goods and services and to withdraw funds, if applicable.

(z) "Program" means, the program under this Agreement pursuant to which (i) Bank issues Prepaid Cards to recipients designated by Company and provides services enabling such recipients to use Prepaid Cards to purchase goods and services and to conduct other transactions, all as provided in this Agreement and the Cardholder Agreement; and (ii) Company facilitates the issuance of Prepaid Cards, funds the amounts underlying such Prepaid Cards, and performs other administrative services described in this Agreement.

(aa) "Program Administrative Website" means one or more secure website(s) established and maintained by Bank to facilitate administration of the Program by Company and the transmission of information between Bank and Company.

(bb) "Program Administrator" means an employee of Company authorized to (i) access the Program Administrative Website, including any on-line reports included therein, on behalf of Company; (ii) serve as the principal point of contact for Company on matters regarding the Program; and (iii) otherwise generally administer the Program on behalf of Company.

(cc) "Renewal Term" has the meaning provided in Section 20(a).

(dd) "Services" means the Prepaid Cards and related services provided by Bank in connection with the Program, as described in this Agreement.

(ee) "Set-Up Data" means the information that Bank requires from time to time in order to issue a Prepaid Card to an individual.

(ff) "Term" means the Initial Term together with any Renewal Term.

(gg) "Welcome Package" means a package consisting of: (i) a Prepaid Card; (ii) the Cardholder Agreement and promotional materials relating to the Prepaid Card; and (iii) any other Bank disclosures or notices relating to the Program.

2. Services to be Provided. Bank will issue Prepaid Cards to individuals identified by Company who reside in the United States or its territories, and only in the jurisdictions determined by Company to be appropriate for use of the Program, according to the terms and conditions set forth in this Agreement and any schedules hereto.

3. Program Administration and Facilitation.

(a) Administrator Selection. Company shall designate one or more Program Administrators, who may, in turn, designate one or more Authorized Users. Company shall notify Bank of each designated Program Administrator and Authorized User. Company shall educate the Program Administrator(s) and Authorized User(s) about the initiation, implementation and maintenance of the Program using materials, procedures and information provided by or approved in advance in writing by Bank.

Company may change a Program Administrator or Authorized User by providing notice to Bank. Company shall notify Bank immediately upon termination of a Program Administrator's or Authorized User's employment or termination of such person's duties as Program Administrator or Authorized User. Notwithstanding anything to the contrary in Section 18, Bank shall not be liable for any Claims arising from the fraudulent or unauthorized use of the Program Administrative Website by Program Administrators or Authorized Users.

(b) Facilitation of Program. Company will not facilitate Prepaid Card issuance or usage for any purpose other than the Program purpose described in Section 1 of Schedule I. Without limiting the foregoing, Company shall (i) comply with all Applicable Laws related to refunds issued to consumers, (ii) not directly or indirectly market, offer, advertise, or otherwise promote the Prepaid Cards to Company's customers or the general public, and (iii) refer to the payment of refunds by prepaid cards only in materials (including written materials, electronic media and call center scripts) approved in writing (e-mail approval being sufficient) in advance by Bank, which approval shall not be unreasonably withheld or delayed; provided, however (a) where Bank has previously approved the substance of one form of such materials, additional approval shall not be required for minor variations of such materials that do not differ in substance, and (b) any general description of the Program or the Prepaid Cards that any federal, state or regional utility regulatory authority requires Company to provide to such authority will not require prior approval by Bank so long as such description is consistent with materials previously approved by Bank. Upon reasonable prior written request from Bank to Company, Bank shall have the right to review, and Company shall make available to Bank, copies of Company's records, documents, material and other information that are provided to Company customers that are necessary for Bank to determine Company's compliance with clause (ii) of the foregoing sentence.

4. Initiation of Services.

(a) Set-Up Data. Company shall transmit Set-Up Data to Bank through the Program Administrative Website regarding each individual designated by Company to receive a Prepaid Card. Company shall not request that a Prepaid Card be issued to any person under the age of majority in the person's state of residence, unless (i) Company has obtained a signed consent form executed by such person's parent or legal guardian or (ii) the person is an emancipated minor who can enter into legally binding contracts pursuant to the law of such person's state of residence.

(b) Cardholder Verification. Prior to submitting Set-Up Data for an individual, Company shall verify the identity of such individual and shall collect and retain such individual's name and address. Upon request, Company shall reasonably cooperate with Bank to verify the identity of prospective Prepaid Card cardholders. Bank may request and obtain information directly from a current or

prospective cardholder to verify the identity of such individual.

(c) Prepaid Card Distribution. Within two (2) Business Days after receiving Set-Up Data and the card funding amount for an individual, Bank will issue a Prepaid Card for such individual and mail a Welcome Package to the individual at the address provided to Bank by Company in the Set-Up Data.

(d) Prepaid Card Production and Design. Unless otherwise mutually agreed to by the parties, Bank will produce and distribute its standard Prepaid Card to cardholders, which includes Bank Marks and the cardholder's name embossed on the front of the Prepaid Card.

5. Adding Value to Prepaid Cards (Reloading). If specified on Schedule 1 that the Prepaid Cards are reloadable, Company may add to the funds accessible by a Prepaid Card, subject to Applicable Law and the Network Rules. Upon receipt and processing of a Data File and the card funding amount, Bank shall credit the designated Prepaid Cards with the value indicated in the Data File.

6. Funding. When requesting that Bank issue a Prepaid Card or add to the funds accessible by a Prepaid Card, Company will provide to Bank, in immediately available funds, a sum equal to the aggregate dollar value of such request plus any associated issuance fees. Company may elect to provide such card funding amount to Bank by (a) maintaining an adequately funded demand deposit account at Bank and authorizing Bank to debit the card funding amount, or (b) delivering funds via wire transfer or ACH transfer to an account identified by Bank. Company acknowledges that it may take up to two (2) Business Days for funds to be received by Bank via the ACH. Company acknowledges that upon debiting or receipt by Bank of the card funding amount, Company has no further right to, or interest in, such funds and, as between Company and cardholders, such funds belong to the cardholders.

7. Errors and Correction. Company shall be solely responsible for providing Bank with the correct Set-Up Data and funding amount and for the accuracy of the Data Files. Bank shall have no liability to Company or any third party arising out of Company's failure to provide Bank with the correct Set-Up Data or funding amount or errors in a Data File. Company shall promptly notify Bank of any errors in Set-Up Data, funding amount or a Data File and shall be responsible for the resolution of disputes with Prepaid Card cardholders arising from such errors. Bank shall use commercially reasonable efforts to assist Company in the correction of any errors, subject to Applicable Law, the Cardholder Agreement and the Network Rules.

8. Non-Issuance, Suspension or Cancellation. Bank shall not be obligated to issue a Prepaid Card, and may suspend or cancel any Prepaid Card for reasons of compliance with Applicable Law or safe and sound banking practices. If Bank fails to issue, suspends, or cancels a Prepaid Card, Bank will notify Company as soon as reasonably practicable. Except as prohibited by Applicable Law, Bank shall disburse to the cardholder any funds underlying a cancelled Prepaid Card and return to Company any funds underlying a Prepaid Card that Bank fails to issue.

9. Cardholder Support. Bank will maintain an IVR, call center and website through which cardholders may access information relating to their Prepaid Cards. If Company is contacted by a cardholder regarding the Program, including with respect to a Prepaid Card that is expired, lost or stolen, Company shall refer the cardholder to the Bank call center.

10. Loss Protection. Following notification by Company and/or a Prepaid Card cardholder, Bank will deactivate any lost or stolen Prepaid Card, credit the cardholder's remaining unused balance to a replacement Prepaid Card and deliver the replacement Prepaid Card to the U.S. address provided by Company or the cardholder.

11. Marketing and Marks.

(a) Marketing Materials. Company may, at its sole cost and expense, create and/or distribute marketing materials to promote the Program and other communications regarding the Program. Company shall obtain Bank's prior written approval of all such materials.

(b) Limited License. Bank hereby grants to Company, during the Term of this Agreement, a limited, non-exclusive, non-assignable, non-transferable right and license, in the United States, to use Bank Marks and the Marketing Templates as Bank expressly authorizes, solely in connection with the Program. Company hereby grants to Bank, during the Term of this Agreement, a limited, non-exclusive, non-assignable, non-transferable right and license, in the United States, to use Company Marks as Company expressly authorizes, solely in connection with the Program. Each party agrees to use the other's Marks, and Company agrees to use the Marketing Templates, only in the form and manner and with appropriate legends as prescribed from time to time by the other. Each party reserves the right to approve in advance all public uses of its Marks, and Bank reserves the right to approve in advance all public uses of the Marketing Templates, other than use of materials previously approved by it. Each party represents and warrants that it has all necessary rights and authority to grant to the other the limited license granted hereunder in such grantor party's Marks, and the Bank represents and warrants that it has all necessary rights and authority to grant to Company the limited license granted hereunder in the Marketing Templates. The parties acknowledge and agree that all use of Marks and the Marketing Templates and all goodwill associated with or deriving from the use of each other's Marks and the Marketing Templates by the parties under this license provision will inure to the benefit of the respective owners of such Marks and the Marketing Templates and their successors and assigns. Each party reserves all rights not expressly granted herein. EXCEPT AS PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS MARKS OR, BY BANK, WITH RESPECT TO THE MARKETING TEMPLATES.

12. Compliance with Applicable Law. In connection with its receipt or provision of the Services, as applicable, and its performance of this Agreement, Company and Bank will each comply with Applicable Law. Without limiting the generality

of the foregoing. Bank shall comply with applicable escheatment or unclaimed/abandoned property laws of any state in connection with the Program. If, at any time during the Term, Company concludes that the use of prepaid cards to pay customer refunds no longer complies with laws and regulations applicable to electricity providers, Company shall immediately (i) notify Bank of such determination and (ii) cease requesting the issuance of any additional Prepaid Cards under this Agreement.

**13. Access to Information; Audit and Inspection.**

(a) Access to Information. Subject to Applicable Law, Company will provide to Bank all information and documents in its control or possession relating solely to the Program and Company's performance of its obligations with respect thereto that Bank requests for the purpose of compliance with Applicable Law.

(b) Audit and Inspection. Company agrees that Bank and any regulatory authorities which have jurisdiction over Bank shall have the right, as necessary to comply with Applicable Law or safe and sound banking practices and upon reasonable prior written notice from Bank, to audit and inspect Company's books and records related solely to the Program and Company's performance of its obligations with respect thereto. Any such audit shall be conducted during Company's normal business hours and in a manner reasonably intended to minimize any disruption to Company's business, and shall not include inspection of any information which Company is contractually obligated to maintain as confidential on behalf of a third party. Any audit will be limited to one (1) time per twelve (12) month period; provided that Bank may conduct more frequent audits as required by any regulatory authority having jurisdiction over Bank.

**14. Program Fees.** Company shall pay to Bank the fees associated with the Services as provided on the attached Schedule 1.

**15. Confidentiality.**

(a) Use and Disclosure. Each party agrees not to use any confidential or proprietary information received from the other party, and not to disclose such information to any third parties without the prior written consent of the disclosing party, except as may be reasonably necessary for it to perform its obligations or exercise its rights under this Agreement. Each party acknowledges and agrees that such confidential or proprietary information includes, but is not limited to, the terms of this Agreement, any software, product information, the form and format of reports and online computer screens, data transmissions, personal information regarding any individual designated by Company to receive a Prepaid Card, pricing information, and financial or other business or technical information of the other party, whether disclosed prior to the Effective Date for the purpose of communications, discussions, evaluations or negotiations between the Parties in connection with this Agreement or on and after the Effective Date. Each party agrees that it will use commercially reasonable efforts to cause its agents and subcontractors to maintain the confidentiality of any confidential or proprietary information disclosed to it by

the other party hereunder. Subject to Applicable Law and a party's record retention policies, and except as otherwise provided herein, upon termination, each party will return all confidential or proprietary information furnished hereunder to the party from which it was received, or provide written certification of the destruction of such confidential or proprietary information.

(b) Compelled Disclosure. In the event that a party is required by court order, subpoena, or other legal process to disclose any confidential or proprietary information of the other party, it will provide the other party with prompt notice thereof, unless such notice is prohibited by Applicable Law, so that the other party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with this Section 15 with respect to such confidential or proprietary information. In the event that the party in receipt of the confidential or proprietary information is prohibited by Applicable Law from notifying the other party, the other party does not obtain such a protective order or other remedy, or the other party grants a waiver hereunder, the party in receipt of the confidential or proprietary information may furnish that portion (and only that portion) of the confidential or proprietary information which it is legally compelled to disclose and will exercise such efforts to obtain reasonable assurance that confidential treatment will be accorded any confidential or proprietary information so furnished as it would exercise in assuring the confidentiality of any of its own confidential or proprietary information.

(c) Exceptions. The restrictions on use and disclosure of confidential or proprietary information in this Section 15 shall not apply to information that is lawfully in the public domain; lawfully obtained on a non-confidential basis from a third party not owing an obligation of confidentiality to the disclosing party; lawfully in the receiving party's possession prior to the disclosure of such information by the other party; or independently developed by a party without the use or benefit of, or reference to, any confidential or proprietary information of the other party. Notwithstanding subsection 15(a), any party may use or disclose confidential or proprietary information received from the other party (i) to report, transmit, investigate and prevent incidences of fraud, misrepresentation or crime; (ii) as required by any federal banking agency or any federal, state or regional utility regulatory authority having jurisdiction over such party, provided that such party uses reasonable measures to ensure the non-disclosure of the confidential and proprietary information disclosed to such agency or regulatory authority, as applicable; (iii) to legal counsel of such party; (iv) in confidence, to accountants, banks and financing sources and their respective advisors; (v) if necessary in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) to otherwise comply with Applicable Law.

**16. Information Security.** Bank will maintain commercially reasonable administrative, technical and physical measures consistent with payment card industry data security standards that are designed to (a) ensure the security and confidentiality of cardholder data; (b) protect against any

anticipated threats or hazards to the security and integrity of cardholder data; (c) protect against any unauthorized access to or use of cardholder data that could result in substantial harm or inconvenience to Company or the cardholder; and (d) ensure the proper disposal of cardholder data. Company acknowledges that Bank conducts periodic self-assessments of the adequacy of its information security controls.

**17. Representations and Warranties.**

(a) Representations and Warranties of Parties. Each party hereby represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) it is duly qualified to transact business and is in good standing in every jurisdiction in which the character of the business conducted by it, or permitted to be conducted by it, makes such qualification necessary, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on its operations, business or financial condition; (iii) it has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (iv) this Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery hereof, this Agreement constitutes a valid and binding obligation of it enforceable in accordance with its terms; and (v) the execution and delivery of this Agreement by it and the performance by it of its obligations hereunder do not and will not conflict with or result in any violation of or default under any (A) provision of its certificate of incorporation or bylaws; (B) agreement, certificate or other instrument to which it is a party or by which it or any of its properties is bound; or (C) Applicable Law.

(b) Representations and Warranties of Company. Company further represents and warrants that (i) as of the date Set-Up Data is transmitted to Bank, Company is authorized to disclose the Set-Up Data to Bank to the extent authorization is required by Applicable Law; (ii) as of the date each Data File is transmitted by Company to Bank, the information contained in such Data File is current, accurate and complete and each individual included in such Data File resides in a jurisdiction that Company has determined to be appropriate for use of the Services; and (iii) as of the Effective Date, Company has consulted with counsel and has concluded that the use of prepaid cards to pay customer refunds to those individuals that will be identified by Company to receive a Prepaid Card under this Agreement, complies with laws and regulations applicable to electricity providers.

**18. Indemnification.**

(a) Indemnification by Company. Company hereby agrees to defend, indemnify and hold the Bank Parties harmless from and against any and all Claims arising from or relating to: (i) a breach of any warranty or representation made by Company in this Agreement; (ii) a breach of any of Company's obligations under this Agreement; (iii) negligence or intentional misconduct of Company, its Affiliates or any of their independent contractors in connection with this Agreement; or (iv) the actual or alleged infringement on the intellectual property

rights of a third party by any Company Marks, where, and to the extent that, such Marks are used by Bank as contemplated under this Agreement and as permitted under Section 11.

(b) Indemnification by Bank. Bank hereby agrees to defend, indemnify and hold the Company Parties harmless from and against any and all Claims arising from or related to: (i) a breach of any warranty or representation made by Bank in this Agreement; (ii) a breach of any of Bank's obligations under this Agreement; (iii) negligence or intentional misconduct of Bank, its Affiliates, or any of their independent contractors in the performance of the Services; (iv) the actual or alleged infringement on the intellectual property rights of a third party by any Bank Marks or Marketing Templates, where, and to the extent that, such Marks and Marketing Templates are used by Company as contemplated under this Agreement and as permitted under Section 11; or (v) any failure of Bank to comply with the escheatment or unclaimed/abandoned property laws of any state in connection with the Program.

(c) Indemnification Procedures. If either party (the "Indemnified Party") becomes aware of any Claim it believes is subject to indemnification hereunder, the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice thereof (including the basis on which indemnification is being asserted and copies of all relevant pleadings, demands and other papers related to the Claim); provided that the Indemnified Party's failure to notify the Indemnifying Party shall not diminish the Indemnifying Party's obligations under this Section 18 except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. The Indemnifying Party will have the sole and absolute right to control the defense of the Claim (or the prosecution or defense of any Claim involving such party's Marks or, with respect to Bank, the Marketing Templates), at its own expense, including selection of counsel and control, defense, prosecution, negotiation, settlement or other disposition of such Claim. The Indemnified Party will cooperate fully with the Indemnifying Party and its counsel in the defense. Should the Indemnified Party desire to retain its own counsel, it may do so at its own expense. The Indemnifying Party may, upon consultation with the Indemnified Party, enter into any compromise or settlement of a Claim, and such compromise or settlement will be fully binding on the parties; provided, that no settlement or compromise shall be made without such Indemnified Party's prior written consent if the settlement or compromise involves anything other than the payment of money at settlement, including any performance by, or adverse admission of, the Indemnified Party.

**19. Limitation of Liability and Disclaimer of Warranties.**

(a) Limitation of Liability. EXCEPT AS ARISING UNDER SECTION 18, BANK'S MAXIMUM AGGREGATE LIABILITY TO COMPANY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY BANK FROM COMPANY UNDER THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER

THIS AGREEMENT FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Disclaimer of Warranties. THIS IS A SERVICE AGREEMENT, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

20. Term and Termination.

(a) Initial and Renewal Terms. This Agreement will commence upon the Effective Date and continue for two (2) years after the date the first Prepaid Card is issued under this Agreement (the "Initial Term"). This Agreement may be renewed upon written agreement of the parties prior to the expiration of the Initial Term, for the period of time set forth in such written agreement (a "Renewal Term").

(b) Termination For Change in Applicable Law. If the issuance of Prepaid Cards in a jurisdiction is determined by either party or a governmental authority to contravene Applicable Law in such jurisdiction, or if it reasonably believes that changes in, or regulatory interpretations of, Applicable Law make it commercially impractical to continue offering the Program in such jurisdiction, then either party may terminate this Agreement with respect to such jurisdiction upon thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement immediately upon notice to the other party if it is directed to terminate the Program by a governmental authority having jurisdiction over it.

(c) Termination For Cause. Either party may terminate this Agreement in the event that (i) the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party; (ii) an involuntary or voluntary petition of bankruptcy is filed against or by the other party, or an order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority is entered with respect to the assets of the other party; (iii) an adverse judgment, order, or award is entered against the other party having a material adverse impact on the financial solvency of the other party; or (iv) any change in control over the voting shares

or assets of the other party or its direct or indirect parent(s) occurs or is scheduled to occur. For this purpose, a "change in control" means the acquisition of more than 50% of the voting shares of an entity.

(d) Termination Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party; provided, however, that if Company terminates this Agreement without cause, Bank may invoice Company for the termination fees in the attached Schedule I.

(e) Effect of Termination. Termination or expiration of this Agreement shall not discharge either party from any obligation incurred prior to such termination or expiration.

21. Force Majeure. No party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, elements of nature or other acts of God, any outbreak or escalation of hostilities, war, terrorism, riots or civil disorders, strikes or work stoppage, utility or telecommunications failures or fluctuations, or any other similar cause beyond the reasonable control of such party, except that each party shall be responsible for the timely payment of all of its financial obligations to the other party. In any such event, the non-performing party will be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and as long as such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

22. General.

(a) Notices. Any notice required or permitted under this Agreement shall be effective only if it is in writing and (i) personally delivered; (ii) sent by a nationally recognized overnight delivery service, with delivery confirmed; or (iii) faxed, if confirmed with an error-free transmission report, addressed as set forth below. Such notices shall be deemed to have been duly given on the Business Day of receipt, except that notices delivered after 5:00 p.m. shall be deemed to have been duly given on the next Business Day. A party may alter the address to which notices are to be sent by giving notice of such change in conformity with the provisions of this Section 22(a).

*If to Bank:*

Citibank, N.A.  
c/o Citi Prepaid Services  
555 North Lane  
Conshohocken, PA 19428  
Attention: Managing Director  
Facsimile: (610) 941-4660

*If to Company:*

American Electric Power Service Corporation  
Treasury Operations  
1 Riverside Plaza  
26th Floor  
Columbus, OH 43215-2373  
Facsimile: (866) 895-9179

(b) Relationship of Parties. Nothing contained herein will be deemed or construed by the parties or any third party to create the relationship of agency, partnership, joint venture or employment by or among any of the parties hereto. Neither Company nor Bank has any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon, the other.

(c) Entire Agreement. This Agreement, including all exhibits, schedules, statements of service, and attachments hereto, constitutes the complete and exclusive statement of the agreement by and among the parties, and supersedes all prior proposals and all other agreements, whether oral or written, by and among the parties relating to the subject matter hereof.

(d) Modifications and Waivers. No change, modification, or waiver of any term or condition of this Agreement will be valid unless it is in writing and signed by each party. A party's waiver of a breach of any term or condition in this Agreement will not be deemed a waiver of any subsequent breach of the same or another term or condition.

(e) Severability. The parties intend every provision of this Agreement to be severable. If a court of competent jurisdiction determines that any term or provision is illegal or invalid for any reason, the illegality or invalidity will not affect the validity of the remainder of this Agreement.

(f) No Violation. Notwithstanding anything else contained in this Agreement, no party hereto shall, and none of them shall be obligated to, take any action such entity believes in good faith would violate, or would cause any of them to violate, Applicable Law or Network Rules.

(g) Assignment. Neither party may sell, assign or transfer this Agreement or any part thereof, either voluntarily or by the operation of law, without the prior written consent of the other party; provided, however, that either party may assign any or all of its rights and obligations under this Agreement to any Affiliate without the consent of the other party, provided that such Affiliate is fully capable of fulfilling such party's obligations under this Agreement and the assignment results from an internal corporate reorganization of such party. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(h) Subcontractors. Bank may subcontract with one or more third parties to provide the Services, provided that no such use of subcontractors will relieve Bank of its obligations under this Agreement.

(i) Remedies Cumulative. Except as otherwise expressly provided herein, the remedies set forth in this Agreement will be cumulative and the assertion by one party of any right or remedy will not preclude the assertion by such party of any other right or the seeking of any other remedy.

(j) Governing Law; Jurisdiction and Venue. This Agreement will be governed and construed in accordance with the laws of the State of New York without reference to conflicts of law rules. Any legal action, including an original complaint or third party claim, by or in the right of either party to this Agreement or any action arising under or in any way related to this Agreement, including but not limited to any non-contract claim, will be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in New York, New York, and the parties hereby submit to the personal jurisdiction and venue of such courts for the purpose of any such action or claim, and waive any defense related to personal jurisdiction, process or venue.

(k) No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Bank and Company, and will not confer any rights upon any person not expressly a party to this Agreement.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, but all of which when taken together will constitute only one agreement.

(m) Survival. Sections 15 (Confidentiality), 18 (Indemnification), 19 (Limitation of Liability and Disclaimer of Warranties), and 22 (General)) will survive the termination or expiration of this Agreement.

(n) Publicity. Each party agrees that it will not release or publish news releases, announcements or other publicity relating to this Agreement or to the transactions contemplated herein without the prior review and written approval of the other party; provided, however, that each party may make such disclosures as are required by Applicable Law after making reasonable efforts in the circumstances to consult in advance with the other party.

(o) Further Assurances. In connection with the consummation of the transactions contemplated by this Agreement, if at any time after the date hereof Bank so requests, Company shall execute and deliver any additional documents or instruments and perform any additional acts that may be reasonably necessary or appropriate for Bank to provide the Services as contemplated hereby.

(p) Identifying Information. Company acknowledges that Applicable Law requires Bank to obtain, verify and record identifying information about Company prior to providing the Services to Company. Accordingly, if Company is not an existing customer of Bank's as of the Effective Date, Company shall provide the following information to Bank: (i) Company's tax identification number, (ii) information regarding Company's ownership structure, (iii) the names and positions of Company's principal corporate officers and directors, and (iv) any other

information regarding Company's identity and corporate structure that Bank may reasonably request. Company acknowledges that Bank may refuse to issue any Prepaid Cards for Company before receiving and verifying the information required by this Section 22(p).

23. Affiliate Adoption. The parties agree that, Company Affiliates may avail themselves of the terms and conditions of this Agreement if Bank and a Company Affiliate execute an Affiliate Adoption Agreement ("Adoption Agreement") in substantially the form of Exhibit A attached hereto. Upon the execution of an Adoption Agreement by a Company Affiliate and Bank, such Company Affiliate will have, with respect to such Company Affiliate's invocation of Bank's performance of Services hereunder, the same rights and duties as Company herein, and Bank will have the same rights and duties vis-à-vis

such Company Affiliate as though it were Company. Company will not be a guarantor or surety with respect to such Company Affiliate's obligations undertaken under an Adoption Agreement. The applicable rights, obligations and liabilities of Company under this Agreement will be solely those of Company and none of the Company Affiliates will be responsible for any obligations or liabilities of Company under this Agreement. The applicable rights, obligations and liabilities of a Company Affiliate under the Adoption Agreement will be solely those of such Company Affiliate, and neither Company nor any other Company Affiliate will be responsible for any obligations or liabilities of the Company Affiliate under the Adoption Agreement. Under no circumstances will Company and any of the Company Affiliates be jointly or severally liable for the obligations of the others.

[Signature page to follow]



IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement as of the Effective Date in manner and form sufficient to bind the parties.

**BANK:**

Citibank, N.A.

By: *Deirdre L. Ives*  
Name: Deirdre L. Ives  
          Managing Director  
          Citibank N.A.  
Title: \_\_\_\_\_

**COMPANY:**

American Electric Power Service Corporation

By: *E. F. Lovatt*  
Name: Elaine F. Lovatt  
Title: Treasury Manager

**SCHEDULE 1**

1. [REDACTED]

2. [REDACTED]

[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

Exhibit A

**FORM AFFILIATE ADOPTION AGREEMENT**

This Affiliate Adoption Agreement ("AAA") is effective on [November 18], 20[14] ("Effective Date") by and between [SEE list] ("Affiliate") and Citibank, N.A. ("Bank" and, together with Affiliate, the "Parties").

**Background**

A. American Electric Power Service Corporation ("Company") and Bank entered into that certain Multipurpose Prepaid Card Program Agreement, dated [November 18] (as such agreement may have been amended prior to the Effective Date, the "Existing Agreement"). The Existing Agreement is attached hereto as Exhibit A.

B. The Parties desire to enter into a new agreement containing the same terms and conditions as the Existing Agreement except as expressly modified herein.

**Agreement**

In consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. The Parties hereby adopt the Existing Agreement. Immediately following the Effective Date, a new and completely separate agreement (the "New Agreement") will be in place between the Parties that contains the same terms and conditions as the Existing Agreement except as expressly modified herein.

2. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Existing Agreement. In the event of a conflict between the terms and conditions of this AAA and the Existing Agreement, the terms and conditions of this AAA shall control.

3. The applicable rights, obligations and liabilities of Affiliate under the New Agreement shall be solely those of Affiliate, and Company will not be responsible for any obligations or liabilities of Affiliate thereunder. The applicable rights, obligations and liabilities of Company under the Existing Agreement shall be solely those of Company, and Affiliate shall not be responsible for any obligations or liabilities of Company thereunder. Under no circumstances shall Affiliate and Company be jointly or severally liable for the obligations of the other.

4. The execution of this AAA does not amend or affect in any manner the Existing Agreement. Any amendment to the Existing Agreement shall automatically apply to the New Agreement unless the parties otherwise agree in writing.


5. For the purposes of the New Agreement, the following changes to the Existing Agreement are hereby made:

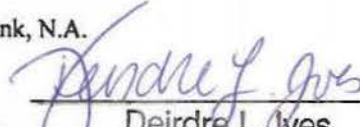
a. All references to Company will be deemed to refer to Affiliate.

b. [SEE list]

6. This Agreement may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument.

The Parties have executed this AAA effective as of the Effective Date.

[SEE list]  
By:   
Name: ELIZABETH KOVATT  
Title: TREASURY MANAGER

Citibank, N.A.  
By:   
Name: Deirdre L. Ives  
Title: Managing Director  
Citibank N.A.

**Exhibit A**

**Form Affiliate Adoption Agreement**

**List**

Appalachian Power Company

Indiana Michigan Power Company

Kentucky Power Company

Kingsport Power Company

Ohio Power Company

Public Service Company of Oklahoma

Southwestern Electric Power Company

Wheeling Power Company