

Natural Gas Supply Agreement with North American Power and Gas, LLC

Customer Disclosure Statement and Terms of Service

Retain a copy for your records.

Version#: 2-NAPG-OH-G-ALL-100316

Customer is fully authorized to enter into this Agreement for North American Power and Gas, LLC. ("NAP") to supply natural gas to Customer natural gas account ("Account"), subject to the eligibility requirements of Customer Local Utility (each "Local Utility being as specified in Customer's Enrollment Acknowledgment Form Introductory Letter) and acceptance by NAP. This Agreement authorizes NAP to commence natural gas supply service and switch Customer's supply of natural gas from the Local Utility or another Certified Retail Natural Gas Supplier ("CRNGS"). Customer affirms that Customer is not currently enrolled in the Percentage of Income Payment Program and is not a member of a government aggregation program. Customer further affirms that Customer is not currently in arrears or default on Customer's bill with Customer's Local Utility. The gas Supply Services provided by NAP are governed by the terms of this Agreement.

- 1. NAP Services.** This Agreement, together with applicable Enrollment Form and/or Welcome Letter, and any Renewal Notice (if applicable), constitutes Customer's entire agreement with NAP and supersedes any oral or written statements made in connection with this Agreement or Customer's natural gas supply.
- 2. Local Utility Services.** Customer Local Utility will continue to deliver gas to Customer, read Customer's Local Utility meter, and provide emergency and other services it has provided in the past. The amount payable for natural gas Customer buys from NAP will be included in Customer Local Utility monthly bill.
- 3. Term.** NAP will begin supplying Customer natural gas when Local Utility switches Customer account to NAP. This Agreement becomes effective upon expiration of the rescission period described in the Rescission section of this Agreement. This Customer Agreement will continue for the term indicated in the Customer Enrollment Form or Welcome Letter ("Term"), unless and until the Agreement is renewed. Upon the effective date of this Agreement, NAP agrees to supply natural gas services ("Supply Service"), as specified in this Agreement. In return, Customer agrees to receive and pay for such Supply Service
- 4. Right to Rescind.** Upon processing Customer's enrollment, Customer's Local Utility will send Customer a confirmation letter ("Confirmation Notice"), which is a notice of the transfer of Customer's supply to NAP. Customer can rescind Customer's acceptance of this Agreement with no penalty within seven (7) business days of from the postmark date on the Confirmation Notice by contacting the Local Utility in writing or by telephone as provided in Customer's Local Utility's Confirmation Notice.
- 5. Price.** The price to Customer for Supply Service received under this Agreement during the Initial Term is stated in the Customer Enrollment Acknowledgment Form or Introductory Letter. Except for supply charges, for any price plan, NAP does not charge any recurring or non-recurring charges, however, Customer will incur additional service and delivery charges from the Utility Each month Customer's bill will be calculated by multiplying (i) the rate of gas per Ccf (ii) the amount of gas used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the Local Utility for distribution and other services. This rate may be higher or lower than Local Utility's rate in any given month. If, due to a change in market conditions, NAP, at its sole discretion, determines to lower the rate per Ccf or Mcf charged to customer under an existing contract, NAP may do so

without consent provided there are no other changes to the terms and conditions of the contract.

- **Fixed Term Options**
Fixed Rate Plan. If Customer has chosen a Fixed Rate product, Customer Price per Ccf is guaranteed not to change during Initial Term.
 - **Variable Rate Options**
Variable Rate. If Customer has chosen a variable rate product, Customer Price per Ccf will be established and may vary each month, based upon such factors as natural gas market pricing, transportation or transmission costs, utility charges and other market price related factors, plus all applicable state, local, and use taxes. If Customer's Local Utility pro-rates between months, and if a billing cycle spans across multiple months, Customer's Local Utility will apply the Variable Rates pro-rated based on the Local Utilities billing methodology. The Variable Rate will be set in NAP's discretion and may vary from month to month based on NAP's assessment of applicable market conditions, and publicly available data and indices, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and Local Utility pricing. Customer's Variable Rate may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs, and a profit margin determined in NAP's discretion that may vary from month to month, but will not exceed forty (40) cents of the preceding calendar month (prior to the effect of any utility pro-rata billing methodology). Customer Variable Price may be higher or lower than the price offered in the initial or any following months while NAP is providing Supply Service. Savings are not guaranteed. Customer may contact NAP at its contact Information to obtain previous months rates. At any time, Customer may ask NAP to convert Customer rate plan from Variable to Fixed at NAP's then current Fixed Rate, if available.
 - **Variable Rate with Introductory Period.** If Customer has chosen a Variable Rate Plan with an Introductory Period, Customer introductory gas rate is set forth in Customer's Enrollment Form or Welcome Letter (the "Introductory Rate"). At the end of the Introductory Period, Customer's rate will be a Variable Rate as described above.
- 6. Credit and Deposit.** Prior to the acceptance of this Agreement by NAP, NAP may conduct a credit check to determine Customer's creditworthiness. Customer consent to credit check and agrees that if Customer does not satisfy NAP's credit standards, NAP may require reasonable credit assurance, which may include a deposit based on 60 days of NAP estimated charges. No interest will be paid on a required deposit. In addition, NAP may require reasonable credit assurance if Customer does not pay its bill on time. Any cash deposit will be allocated to any balance owed to NAP at the time of Customer's final bill with NAP charges, and any remaining deposit balance will be returned to Customer.
 - 7. Electronic Notices.** If Customer signed up for NAP service online (at NAP's website) and/or has consented online during the enrollment process to electronic service of all notices, including but not limited to, terms of service, welcome letter, late notices, termination notices, invoices and any other notices and/or disclaimers. All documents, with the exception of any notice (including a Renewal Notice) that is required by PUCO regulations to be mailed in paper form, will be electronically sent to the e-mail address provided by Customer to NAP and not mailed in paper form to the Customer's address on file ("regular mail"). It is Customer's continuing obligation to ensure that

- the e-mail address on file with NAP is kept up to date. Should Customer require that a paper copy of any of these items be sent to them by regular mail, one will be so provided by NAP upon Customer's request. Should Customer opt at any time to receive all of these items by regular mail, Customer can do so by contacting NAP at its contact information in this Agreement.
8. **Renewal Notice; Notification of Changes.** As required by PUCO's rules, NAP will separately notify Customers ("Renewal Notice") at least 45 days, but no more than 90 days in advance of the expiration and/or any offering of renewal to renew this Agreement under the same or different conditions. Upon expiration of this Agreement, unless otherwise stated in any Renewal Notice, this Agreement will continue on a month-to-month Variable Rate plan until Customer notifies NAP in writing or by calling NAP as outlined in any Renewal Notice to advise NAP that Customer wishes to cancel this Agreement. If Customer does not respond to any Renewal Notice, Customer will be deemed to have irrevocably and unconditionally agreed to continue on a monthly Variable Rate plan, or any other terms and conditions outlined in such notices. However, in accordance with PUCO's rules, if NAP proposes any of the following renewal options in any Renewal Notice, Customer's Agreement will be renewed as described therein and on any such notices.
- **Renewal Option 1**
If NAP proposes a rate plan which will renew for six (6) months or longer, and (i) an Early Termination Fee ("ETF") of \$25.00 or more will be charged for early termination or cancellation or, contain no option for cancellation or termination by Customer during the Renewal Term; and (ii) if there are any material changes to the Agreement as outlined in the material change notice to Customer, NAP will provide Customer notice of the contract expiration and any change at least 45 days, but no more than 90 days in advance of the contract expiration. Customer must affirmatively consent to the material change in accordance with applicable enrollment rules. If Customer does not respond as requested in the Material Change Notice, this will result in Customer being returned to the Local Utility unless the customer chooses another CRNGS or opt-in governmental aggregator.
 - **Renewal Option 2**
If NAP proposes a rate plan which will renew for six (6) months or longer, and (i) an Early Termination Fee ("ETF") of \$25.00 or less will be charged for early termination or cancellation; and (ii) if there are any material changes to the Agreement as outlined in the Renewal Notice, NAP will provide two separate notices to Customer. In accordance with PUCO rules, Customer will receive the first notice at least 45 and not more than 90 days prior to the termination date of this Agreement, and the second notice at least 35 days prior to the Agreement expiration date. Unless Customer affirmatively cancels this Agreement, Customer will renew at the terms outlined in the Renewal Notice
9. **Contract Cancellation.** Customer has the right to cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Customer may cancel by contacting the Customer's Local Utility at one of the contact options listed on Customer's Local Utility's bill. Cancellation can be effectuated by providing notice to the Local Utility either orally, electronically and in writing.
10. **Termination.** Within 7 business days from the postmark date on the Confirmation Notice, Customer may terminate by contacting Local Utility in writing or by telephone at the contact information contained in the Local Utility's Confirmation Notice.
- Customer may terminate this contract at any time after the 7th business day, by calling NAP at 1-888-313-9086 or by sending an email requesting termination of this Agreement to customer@napower.com. If Customer enrolled in a Fixed Rate plan, Customer will pay an early termination fee of ten (\$10.00) dollars per month for each month remaining in the Agreement. If applicable, the early termination fee during any renewal term will not exceed \$25.
 - This contract will automatically terminate without penalty if Customer moves to a service location not served by Customer's Local Utility, or if the Local Utility does not permit portability of this Agreement, or if Customer move to an area not served by NAP, or if Customer is returned to the Local Utility's sales service area by NAP for breach of any terms in this Agreement, provided that NAP is permitted to terminate the Agreement under the term and conditions of this Agreement. If Customer plans to move to a service location served by another Local Utility, Customer can contact the Local Utility at least 30 days prior to moving and request a service transfer to the new service location.
 - If the Public Utilities Commission of Ohio ("PUCO") or Local Utility decides to end or change the program under which Customer buy gas, NAP may also cancel this contract on 14 days advance written notice.
11. **Billing and Payment.** For Customer's convenience, charges for NAP Supply Service will be included in the bill issued each month by Customer's Local Utility, together with all taxes and Local Utility's service charges including Local Utility's late fees, if applicable. Customer agrees to pay the Local Utility for the entire monthly gas bill under the Local Utility's payment terms and conditions. If Customer currently pays under the budget bill payment plan of the Local Utility, this service will remain available. NAP reserves the right to issue an invoice to Customer directly. Such a direct invoice would include NAP's gas supply price and may also contain applicable taxes. If NAP bills Customer and if Customer does not pay Customer's bill on time, NAP may charge Customer a late payment fee, not in excess of the rate charged by Local Utility, and collection costs incurred due to Customer's late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. If Customer fails to pay Customer's bill or meet any agreed upon payment arrangements, Local Utility may terminate Customer's natural gas service in accordance with Local Utility's tariffs, and Customer's Agreement with NAP may be automatically terminated, leading to an early termination fee (if applicable). Local Utility may charge Customer switching fees if Customer changes Customer natural gas supplier during the term of this agreement. Until the cancellation or termination of this agreement becomes effective, Customer agrees to pay for any natural gas NAP supplied to Customer. Upon Customer's request, NPA will timely provide Customer's payment history for up to twenty-four months of natural gas supply service to Customer without charge.
12. **Switching Fees.** The Local Utility may charge Customer switching fees any time Customer changes its natural gas supplier. NAP will not separately charge a switching fee. If Customer voluntarily returns to the Local Utility after switching to a CRNGS, Customer may be charged a supply rate other than the Local Utility's regulated gas supply service rate.
13. **Dispute Resolution.** For questions about this Agreement Customer will call NAP's Customer Care at 1-888-313-9086 M-F, 8 A.M. to 5 P.M. Eastern Standard Time ("EST"), or send a letter to: NAP, 20 Glover Avenue, Norwalk, CT 06850 or send an email to customer@napower.com. NAP representatives will act in good faith and use reasonable efforts to reach a mutually satisfactory

solution. If Customer's complaint is not resolved after contacting NAP, or for general information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight AM to five PM weekdays, or visit <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or visit <http://www.puco.ohio.gov>.

14. **Contact Information.**

- **Customer can reach NAP:**

By mail at 1 Marshall Street, Suite 205, Norwalk, CT 06854

By telephone at 1-888-313-9086 (toll-free)

Internet: www.napower.com

Our business hours are 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, EST

- **Customer can reach their Local Utility at:**

Vectren at 1-800-227-1376 or <https://www.vectren.com>

Duke Energy at 1-800-634-4300 or <http://www.duke-energy.com>

Columbia Gas of Ohio: 1-800-344-4077 or

<https://www.columbiagasohio.com>

Dominion East Ohio: 1-800-362-7557 or <https://www.dom.com>

15. **Delivery Point and Title.** NAP will deliver natural gas to an existing or future point of interconnection between the Utility distribution system and a third party pipeline supplying natural gas to the Utility (the Delivery Point). Title and risk of loss related to natural gas transfer to Customer at the Delivery Point and Customer will be responsible for all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to Customer's home or business. Taxes means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on Customer or that NAP passes through to Customer, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per CCF, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity.

16. **Emergency.** IF Customer SMELLS GAS Customer SHOULD IMMEDIATELY CALL THE LOCAL UTILITY AT ITS CONTACT INFORMATION CONTAINED IN THIS AGREEMENT AND LOCAL EMERGENCY PERSONNEL AT 911.

17. **Limitation of Liability and Warranty.** NAP WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER. NAP DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. **Force Majeure.** NAP will not be responsible for supplying natural gas to Customer in the event of circumstances beyond its control such as events of Force Majeure as defined by Local Utility or any transmitting or transportation entity.

19. **Information Release Authorization and Confidentiality.** Customer authorizes NAP to obtain Customer usage history. Customer may rescind this authorization at any time by contacting NAP. NAP will not release Customer's confidential information without Customer's

consent. By accepting this Agreement Customer authorize NAP to obtain information from the Utility including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on Customer's Utility bill, billing and payment information from the Utility. NAP reserves the right to reject Customer's enrollment if fail to meet satisfactory credit standing as determined by NAP, or Customer fail to meet minimum or maximum threshold consumption levels as determined by NAP. If Customer fails to remit payment in a timely fashion, NAP may report the delinquency to a credit reporting agency. Consistent with applicable regulatory requirements, NAP will hold in confidence all information obtained by NAP from Customer related to the provision of services under this Agreement and which concern Customer's energy characteristics and use patterns, except that NAP may disclose such information to its affiliates and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of Customer account(s), NAP will not disclose Customer's account number without Customer's affirmative written or electronic authorization pursuant to a court or PUCO order. NAP will not disclose, Customer's social security number, without obtaining Customer's signature on a written release in a form prescribed by the PUCO or pursuant to a court or PUCO order. NAP will not use Customer's social security number for any other purpose than to perform a credit check, or for credit reporting purposes if NAP is performing billing services. Upon Customer's request, NPA will timely provide Customer's payment history for up to twenty-four months of natural gas supply service to Customer without charge.

20. **Change in Law.** This Agreement is subject to any future legislation, orders, rules, regulations of Customer's Local Utility tariff or policy changes ("Change in Law"). If there is a Change in Law, including but not limited to a change in charges in Ohio, which results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, NAP may terminate this Agreement in accordance with the termination provisions above and/or adjust its rate/price/terms in accordance with any Change in Law. There may be a delay before the Local Utility switches Customer's electricity supply to NAP; and North American Power is not responsible for any such delays.

21. **Assignment.** NAP may assign this contract to another PUCO-certified supplier authorized by Utility provided that NAP gives Customer prior written notice of such assignment, and the assignee assumes all of NAP's responsibilities and duties under this contract. Any required notice shall be deemed to have been made if mailed to Customer's last known mailing address in NAP's records for the account.

22. **Miscellaneous.** NAP may change the terms of this Agreement by providing notice of such change at least 30 days prior to the effective date of the change. If Customer does not agree with the change, Customer may cancel this agreement by providing written or telephone notice to NAP within 30 days of the date of the notice.