

## Terms and Conditions SMALL COMMERCIAL- CEI

**1. What We Agree To Do:** NextEra Energy Services Ohio, LLC (“Supplier” or “we”) will supply all of customer’s (“you” or “your”) retail electricity needs, and The Cleveland Electric Illuminating Company (“Utility” or “CEI”), your electric distribution utility company, will deliver the electricity you buy under this agreement. This agreement is made pursuant to Northeast Ohio Public Energy Council’s (“NOPEC”) electricity aggregation program (“Program”).

**2. What You Agree To Do:** You agree to pay in full the bill for electricity and for the Utility’s charges on or before the due date on the bill. You will receive a single monthly bill from the Utility that will include its charges as well as the Supplier’s charges. The Utility’s normal billing standards apply, including budget billing. If you don’t pay the full amount that you owe by the due date of your bill, the Utility may charge you a late fee. We reserve the right to charge you a late fee equal to 1.5% per month or the maximum rate permitted by law, whichever is lower, for the Supplier charges that are not paid when due.

**3. Price:** If you choose Option 1 pricing, you agree to pay a price of \$ \_\_\_\_\_ per kWh from your \_\_\_\_\_ meter reading date (the “Meter Reading Start Date”) until your \_\_\_\_\_ meter reading date (the “Meter Reading End Date”). This kWh price may vary in the event that any tax included in the price, or related expense, is modified due to legislation or regulation applicable to Ohio electricity service. After your Meter Reading End Date, this kWh variable price may change at any time but not more than once in a 30 day period for the remaining period of your Term. Supplier and NOPEC will determine this subsequent per kWh price based on many different factors, which will include, without limitation, competitors’ prices, applicable industry charges, wholesale market conditions and electricity supply sources.

If you choose Option 2 pricing, the monthly variable price option, which is subject to certain limitations as set forth in section 17 below, you will receive a market variable price that may change each month and such price will be 4% less than your Utility’s Price to Compare specified on your electricity bill. For all service provided under this agreement, the price under both options does not include applicable Ohio taxes and you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges, certain transmission related components or taxes associated with providing your service. The price under both options includes a fee for the administrative services provided by NOPEC and charges attributable to certain by-passable transmission related components. We reserve the right to adjust or cause the Utility to adjust your then current or subsequent bills to compensate for previous billing errors, meter read errors, or other errors or omissions. The applicable price under each option will be published on NOPEC’s website at [www.nopec.org](http://www.nopec.org) at least thirty (30) days prior to its effective date. Once you are enrolled with Option 1 or Option 2 pricing, we will supply electricity to your account in accordance with the terms of your selection for the Term of the agreement.

**4. Term:** The term of this agreement will begin with your Meter Reading Start Date and will continue until your January 2020 meter reading date (“Term”). You have the right to request twice within a twelve (12) month period up to twenty-four (24) months of payment history for services provided by Supplier without charge.

**5. Rescission:** Your Utility may send you a written notice confirming your decision to enroll with Supplier. If applicable, you

have the right to rescind this agreement without penalty within seven (7) calendar days following the postmark of the enrollment confirmation letter from the Utility by calling them at 1-800-589-3101.

**6. Eligibility:** This agreement is for small commercial accounts consuming less than 700,000 kWh per year and not part of national account involving multiple facilities in one or more states, located in a NOPEC member community in the Utility’s service territory. The account’s designation as small commercial is determined in accordance with Utility rules. Customers in the Percentage of Income Payment Plan, with certain arrearages, served by a competitive supplier or other customers determined not eligible for service under the Program by the Public Utilities Commission of Ohio (“PUCO”) or Utility rules are not eligible. By accepting these terms, Customer represents that Customer is not currently enrolled with a competitive supplier and is eligible for service under the Program as a small commercial account. The Supplier reserves the right to void this agreement, without liability, if your account does not meet these eligibility requirements.

**7. Cancellation/Amendments:** You may terminate this agreement at no cost, by written notice to the Supplier or by telephone to the Supplier at the address and telephone number for them listed in paragraph 13, but you will not be relieved of your obligation to pay for your supply from us through the actual date of the termination. You also have the right to opt-out of the NOPEC aggregation program at least every three (3) years at no cost. Upon thirty (30) days written notice to you, the Supplier may amend this agreement and/ or adjust the price for electricity due to any court decision or regulatory, legislative, tariff, or procedural change that adversely affects its ability to serve you under this agreement as provided in the NOPEC/Supplier agreement. Upon cancellation or expiration of this agreement, you may choose to receive electricity from the Utility, or enroll with another competitive supplier. If you switch back to the Utility, you may not be served under the same rates, terms or conditions of service that apply to its other customers. This agreement automatically terminates if the requested service location is not served by the Utility, in the event of a Program termination as set forth below, or if the Supplier returns you to the Utility’s default electricity service. Should you fail to pay the bill or fail to meet any agreed-upon payment arrangement, your contract may be terminated by the Supplier and your service may be terminated in accordance with the Utility’s tariff on file with the Public Utilities Commission of Ohio with at least fourteen (14) days written notice, but such termination will not relieve you of your obligation to pay for supply through the date of such termination. Should you cancel service with the Supplier and return to standard offer service with Utility, you may not be served under the same rates, terms and conditions that apply to other Utility customers.

**8. If You Move:** You have the right to terminate this agreement at no cost if you move, but you must pay for your supply from us through the date you move. If you move outside the Utility’s service territory, this agreement will terminate automatically at no cost to you but you must pay for your supply from us through the date you move. If you move to a new address in a NOPEC member community within the Utility’s service territory, you may contact the

Utility and Supplier and request that, at Supplier's discretion, your new address be substituted for your old address under this agreement.

**9. Title:** Title and risk of loss to electricity provided hereunder shall pass to you at the point of its delivery by Supplier to the Utility.

**10. Assignment:** The Supplier may assign this agreement to an affiliate or third party, in whole or in part, upon thirty (30) days written notice to you subject to any regulatory approvals and NOPEC's consent, if applicable.

**11. Program Termination:** In the event the Utility's Electric Security Plan ("ESP") or Market-Rate Offer is terminated prior to the end of this agreement, this agreement shall automatically terminate.

**12. Authorization:** You authorize the Utility to release to the Supplier all information relating to your historical and current electricity usage, account number, address, phone number, billing and payment history. No other information shall be released. You understand this agreement is under the NOPEC Program and authorize Supplier to share your account information with NOPEC. Supplier will not release your account number(s) or social security number without your written consent, unless ordered by PUCO, a court of competent jurisdiction, to our assignee or in connection with its own collections efforts and/or credit reporting.

**13. Customer Inquiries and Disputes:** Supplier's hours of operation are 24 hours a day. If you wish to speak with us concerning your bill or any issue you dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC at 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [nopeccare@nexteraenergyservices.com](mailto:nopeccare@nexteraenergyservices.com) or fax toll-free to 1-800-238-5679. Please remember to include your account number. Visit us at our website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com). We will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <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 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>. You may also visit NOPEC's website at [www.nopec.org](http://www.nopec.org). **You should report any service interruptions to the Utility.**

**14. Liability Limit:** THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES, AND NEITHER SUPPLIER NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES.

#### **15. Environmental Disclosure:**

You agree that Supplier will provide the required annual and quarterly environmental disclosures updates electronically by making such disclosures available on Supplier's website: <https://www.nexteraenergyservices.com/aggregations/communities-we-serve/ohio/>. We will also provide this information upon request.

**16. Governing Law and Venue:** This agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio, including any rules promulgated by or orders issued by the PUCO and/or applicable ISO, and exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Columbus, Ohio.

**17. Monthly Variable Price Option 2 Limit:** Customers who do not opt out are automatically included in the Program, but may choose Option 2 pricing. The Option 2 monthly variable plan is limited in availability to 2.5% of NOPEC customers in the CEI service territory. Once there is no longer availability, customers choosing the Option 2 plan will be placed on the Option 1 plan, but these customers may cancel without penalty anytime by providing notice to us. To select Option 2 pricing, you must call us at 1-855-NOPEC-01 (1-855-667-3201).

**NextEra Energy Services Ohio LLC**

**CRES certificate number 08-145E (5)**

