

## Terms and Conditions

1. **What We Agree To Do:** NextEra Energy Services Ohio, LLC (Supplier) will supply all your gas needs, and Columbia Gas of Ohio, Inc. (Utility), your natural gas utility company, will deliver the gas you buy under this agreement to your home or place of business.

2. **What You Agree To Do:** You agree to pay in full the bill for natural gas 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.

3. **Price:** If you choose Option 1, you agree to pay a price of \$ \_\_\_\_\_ per Ccf\* from your \_\_\_\_\_ meter reading date ("Meter Reading Start Date") until your \_\_\_\_\_ meter reading date. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. After that time, your price may vary. Your variable price may change at any time, but it will not change more than once in a thirty (30) day period. Supplier and NOPEC will determine this price based on many different factors, which may include, without limitation, competitor's prices, applicable industry charges, wholesale market conditions and natural gas supply sources. Supplier's current and historical prices are not an indicator of its future prices or a guarantee of cost savings. You may visit NOPEC's website at [www.nopec.org](http://www.nopec.org) for variable price information.

If you choose Option 2, the monthly variable price option (reference paragraph 14 for certain limitations), you will receive a market variable price that will change each month; the price will be \$0.002/Ccf less than the monthly Utility Standard Choice Offer price\*. Enrollment in Option 2 is limited.

Under both options, the price includes a fee for the administrative services provided by NOPEC. All prices exclude applicable Ohio taxes and you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing your service. If your business is exempt from Ohio sales tax, and we do not already have a copy of your exemption form, please mail us your exemption form. Without the form, we are required to collect sales tax and the Utility will add applicable taxes to your bill. In the event that any tax included in the price, or related expense, is modified due to legislation or regulation applicable to Ohio natural gas choice, we shall include such modification in our price.

4. **Switching Fee:** You pay no charge to switch your supply to us pursuant to this agreement because the Supplier shall pay any applicable initial switching fees as charged by the Utility.

5. **Term:** The Term of this agreement is expected to begin with your Meter Reading Start Date and will continue until your January 2020 meter reading date. 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.

6. **Rescission:** Utility will send you a written notice confirming your decision to enroll with Supplier. You have the right to rescind this agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility by calling them at 1-800-344-4077.

7. **Eligibility:** This agreement is for residential Utility 'choice' and small commercial Utility "choice" accounts consuming less than 500 Mcf per year. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. Customer represents that Customer is not currently under a contract with a retail natural gas supplier. The Supplier reserves the right to void this agreement, without liability, if your account does not meet these eligibility requirements.

8. **Cancellation/Amendments:** You may terminate this agreement one time without penalty, 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 date you move. You also have the right to opt-out of the NOPEC aggregation program at least every two years without penalty. Upon 30 (thirty) days written notice to you, the Supplier may amend this agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this agreement. Upon cancellation or expiration of this agreement, you may choose to receive natural gas from the Utility, or enroll with another supplier. This agreement

automatically terminates if the requested service location is not served by the incumbent natural gas company, or if the Supplier returns you to your incumbent natural gas company's sales 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.

9. **If You Move:** You have the right to terminate this agreement without penalty 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. 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.

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 Columbia Gas of Ohio, Inc. Choice Program 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 gas usage, account number, address, phone number, historical usage information, billing and payment history. No other information shall be released. Supplier will not release your account number(s) without your written consent, unless ordered by the Public Utilities Commission of Ohio or a court of competent jurisdiction. Supplier will not release your social security number unless ordered by a court of competent jurisdiction.

13. **Customer Inquiries and Disputes:** The 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 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [nopeccare@nexteraenergyservices.com](mailto:nopeccare@nexteraenergyservices.com) or fax to toll-free 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 NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). You may also call NOPEC toll-free at 1-855-667-3201, weekdays from 9 a.m. to 6 p.m. You may also visit NOPEC's website at [www.nopec.org](http://www.nopec.org).

14. **Monthly Variable Price Option Limit:** The Option 2 monthly variable price plan is limited in availability to 3.5% of NOPEC customers in the Columbia Gas of Ohio, Inc. 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.

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

**NextEra Energy Services Ohio, LLC - CRNG certificate number 11-200G (4)**

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