

Terms and Conditions

Columbia Gas of Ohio

1. What We Agree To Do: NextEra Energy Services Ohio, LLC (“Supplier,” “us,” or “we”) will supply all of customer’s (“you” or “your”) gas needs, and Columbia Gas of Ohio, Inc. (“Utility” or “COH”), your natural gas utility company, will deliver the gas you buy under this agreement to. This agreement is made pursuant to the Northeast Ohio Public Energy Council’s (“NOPEC”) natural gas aggregation program.

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 your product confirmation letter indicates that you are enrolled in the Standard Program Price, you agree to pay a price of \$ _____ per Ccf from your _____ 20_____ meter reading date (the “Meter Reading Start Date”) until your _____ 2022 meter reading date (the “Meter Reading End Date”). This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. This Ccf 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 natural gas service. After your Meter Reading End Date, this Ccf variable price (“Program 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 Ccf price based on many different factors, which may include, without limitation, competitors’ prices, applicable industry charges, market conditions and electricity 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 nopec.org/gas for variable price information.

If your product confirmation letter indicates that you are enrolled in the Monthly Variable Price, 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 the Monthly Variable Price is limited (reference paragraph 16 for certain limitations).

If your product confirmation letter indicates that you are enrolled in a Fixed Term product, you agree to pay the Ccf price disclosed on your product confirmation letter for a _____ month term beginning with your Meter Reading Start Date until your _____ 20_____ meter read date. This Ccf 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 natural gas service.

Pricing for all service provided under this agreement does not include applicable Ohio taxes and you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges, and taxes associated with providing your service. Regardless of the product you select, the price includes a fee for the administrative services provided by NOPEC as well as 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. Pricing for the Standard Program Price and Monthly Variable Price products will be published on NOPEC’s website at www.nopec.org at least thirty (30) days prior to its effective date. Once you are enrolled, regardless of the product(s) you have selected, we will supply natural gas to your account in accordance with the terms of your selection for the Term of the agreement. 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.

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 2022 meter reading date. Notwithstanding the foregoing, if you select a Fixed Term product with a term which extends beyond the January 2022 meter reading date, your enrollment will continue until the end of such chosen term. If you are enrolled in a Fixed Term product with a term which ends prior to your January 2022 meter read date, at the end of the term of the term, you will automatically be enrolled in NOPEC’s then-current Standard Program

Price unless you enroll in one of the other available products. See the NOPEC website at nopec.org/gas or call us if information on available products. If you are enrolled in a Fixed Term product and end your service prior to the end of the term for such product and do not enroll in another NOPEC product, you will be subject to an early termination fee as outlined in Section 9.

6. Payment History: 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.

7. Rescission: If applicable, the 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.

8. Eligibility: This agreement is for residential Utility “choice” and small commercial Utility “choice” accounts located in a NOPEC member community in the Utility’s service territory 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. Termination resulting from a change in eligibility status will not incur an early termination fee.

9. Cancellation/Amendments: You may terminate this agreement at no cost for enrollments under the Standard Program Price and Monthly Variable Price products, and you may switch from one product to another at no cost. You will be subject to a \$25 early termination fee if you terminate a residential Fixed Term product or a \$50 early termination fee if you terminate a commercial Fixed Term product unless you select another NOPEC product being offered at such time. Check the NOPEC website or call the NOPEC toll free number for available products. If you elect to terminate, you can do so by written notice to the Supplier or by telephone to the Supplier at the address and telephone number for them listed in paragraph 15, but you will not be relieved of your obligation to pay for your supply from us through the date the Utility switches your service away from us. 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.

10. 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 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.

11. Title: Title and risk of loss to natural gas provided hereunder shall pass to you at the point of its delivery by Supplier to the Utility.

12. 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.

13. 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.

14. 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.

15. 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 or fax to toll-free 1-800-238-5679. Please remember to include your account number. Visit us at our website at 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. 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. 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 nopec.org.

16. Monthly Variable Price Product Limit: The Monthly Variable Price 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 Monthly Variable Price will be placed on the Standard Program Price, but these customers may cancel without penalty anytime by providing notice to us.

17. 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 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.

18. 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 OHIO, LLC NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES.

19. Superseding Terms: These Terms of Service, along with the Product Confirmation Letter describing your product selection(s), which is incorporated herein, govern your purchase of natural gas and supersede and replace any Terms of Service previously sent to you.

NextEra Energy Services Ohio, LLC - CRNG Certificate 11-200G (4)

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