

Gas Purchase and Sale Agreement – Terms and Conditions

Integritys Energy Services, Inc. (“Seller”) and **Buyer identified on the Customer Information Page (“Buyer”)** (sometimes referred to herein individually as “Party” and collectively as “Parties”) agree to the following terms and conditions (“Agreement”), as of the date electronically accepted by Buyer, as follows:

1. Quantity and Delivery Point: Seller agrees to sell and deliver to the Delivery Point (which shall be Buyer’s utility (“Utility”)), and Buyer agrees to purchase and receive natural gas at the Delivery Point for Buyer’s full requirements for the accounts provided by Buyer on the Customer Information Page (“Accounts”). Seller shall be the provider of natural gas supply and shall deliver that supply to the Utility. The Utility will distribute the natural gas to Buyer’s facility(ies). Service under this Agreement is contingent upon receipt of the successful enrollment by the Utility.

2. Term: This Agreement shall become binding when Buyer electronically accepts this Agreement, except that the obligation of Seller to provide natural gas shall not commence until the first meter read date for which the Utility confirms enrollment with Seller for the Accounts, as service is expressly contingent upon such confirmation. This Agreement shall remain in effect through the latest meter read in the month and year stated on the Customer Information Page (“Initial Term”), unless terminated pursuant Sections 6 or 7. No less than 45 days and no more than 90 days prior to the end of the Initial Term of this Agreement, Seller shall notify Buyer of the end of the Initial Term. At that time, Seller may provide another offer for a new Term, including any changes to the terms and conditions of this Agreement that apply to service under the new Term. Buyer will be renewed for the new Term under the terms and conditions provided to Buyer unless Buyer affirmatively terminates prior to the end of the Initial Term.

3. Price and Offering: Buyer shall pay the Rate elected on the Customer Information Page.

- a. *Annual Fixed Rate:* Buyer’s price for natural gas supply will remain fixed as elected on the Customer Information Page for the Initial Term.
- b. *Monthly or Quarterly Fixed Rate:* Buyer’s price for natural gas supply shall remain fixed for the month or quarter, respectively, as detailed on the Customer Information Page.
- c. *Monthly Variable Rate:* Buyer’s price for natural gas supply will vary monthly throughout the Initial Term, as detailed on the Customer Information Page.
- d. *Fixed Price Flex-Down Rate:* Buyer’s price for natural gas supply will vary monthly, but shall not exceed the cap stated on the Customer Information Page.
- e. *Seasonal Fixed Rate:* Buyer’s price for natural gas supply shall be fixed for the spring and summer months (as defined on the Customer Information Page) and fixed again for the fall and winter months (as defined on the Customer Information Page).
- f. *Seasonal Variable Rate:* Buyer’s price for natural gas supply will remain fixed as stated on the Customer Information Page for the winter months (as defined on the Customer Information Page) and will vary for all other months through the Initial Term.
- g. *Other Charges:* All Rates above include all gas cost charges to the burnertip, including some pass-through charges from the Utility. If any of the pass-through charges from the Utility increase, Buyer’s price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Rate selected; however, the Rates above do not include Taxes (as defined below). The Utility will bill for utility service and delivery charges as separate line items. Both Parties recognize that components of the Seller charges include tariff charges that are authorized by the Public Utilities Commission of Ohio (“PUCO”), other state or governmental agencies having jurisdiction. Any increase or decrease in these charges subsequent to acceptance of this Agreement by Buyer shall be directly passed through to Buyer by a corresponding increase or decrease in Seller’s charges to Buyer.
- h. *Ecovations™ Option:* Only if expressly selected by Buyer, the appropriate rates described above will include the Ecovations™ option. The ecoVations™ option means (i) flowing renewable gas sourced from resources including, without limitation, landfills, biogas, and animal byproducts that includes the carbon dioxide allowances necessary to offset the use of conventionally sourced natural gas by such renewable gas and/or (ii) carbon dioxide allowances necessary to offset the use of conventionally-sourced natural gas, in either case equivalent to approximately eight percent (8%) of the Buyer’s usage as determined based on available utility meter reads. No additional premium has been added to the above pricing option for the Ecovations™ option. Seller will retire the carbon dioxide allowances on behalf of the Buyer, and only Buyer shall be entitled to make the foregoing claims associated with the Ecovations™ option. Seller shall have up to ninety (90) days following the close of a calendar year to secure and retire the applicable allowances.

4. Payment; Billing: Seller’s charges through the Utility on the invoice(s) Buyer receives from its Utility, such billing and payment shall be subject to the applicable utility rules regarding billing and payment procedures. The Utility may assess late payment fees according to the applicable tariff. Seller will not request a deposit or investigate your credit history to establish service. Seller reserves the right to correct Buyer’s bills (or cause the same to be corrected) in the event of miscalculations.

5. Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, “Taxes”) and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement.

6. Rescission Period: Upon processing Buyer’s enrollment, the Utility will send Buyer a confirmation letter, which is notice of the transfer of service. Buyer is granted a seven (7) day period from the postmark date during which time the Buyer may cancel its enrollment (“Rescission Period”), without penalty, by calling the Utility at the toll-free number

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provided in the confirmation letter or by providing written notice to the Utility, which notice is effective as of the postmark date.

7. Termination; Remedies: The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Buyer may terminate this Agreement without penalty if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. This Agreement will automatically terminate if (i) the requested service location is not served by the Utility, (ii) Buyer moves outside the Utility service area or to an area not served by Seller, or (iii) Seller returns Buyer to Utility sales service due to Buyer's default. The Choice program is under the ongoing jurisdiction of the PUCO. If the program is no longer available due to a change in regulation, tariff, or law, this Agreement will terminate without penalty to either Buyer or Seller. If Buyer has selected a Rate on the Customer Information Page which is described as being "fixed" for any period or a fixed Rate is elected for any renewal period, then Seller reserves the right to charge a \$25 early termination fee for terminations after the Rescission Period described in Section 6 for reasons other than those listed above. If invoiced, Buyer agrees to pay these amounts.

8. Limitations: ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. Switching: Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

10. Force Majeure: Neither Party shall be considered to be in default in the performance of its obligations under this Agreement if its ability to perform was prevented by Force Majeure. For purposes of this Agreement, Force Majeure means an event which prevents one Party from performing its obligations hereunder, which was not within the reasonable control of the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid. The claiming Party must notify the other Party of such inability in writing as soon as practicable after the start of the Force Majeure. Performance of the claiming Party's obligation shall be suspended until the Force Majeure is corrected. Force Majeure shall not include loss or failure of either Party's markets or supplies. If and when either Party's performance is suspended pursuant to this provision, Seller shall, consistent with the terms of the applicable tariff, take appropriate measures to timely return Buyer to Utility full service.

11. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 1-866-977-7630. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's questions are not resolved after Buyer has contacted Seller or for general utility information, residential and business customers may call the PUCO toll free at 1-800-686-7826, or for TDD/TYY toll free at 1-800-686-1570, from 8am to 5:30pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by PUCO. The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8am to 5pm weekdays, or visit www.pickocc.org.

12. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without regard for the choice of law rules thereof) and any applicable Utility tariffs. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Buyer and Seller each may assign this Agreement to its parent, affiliate, subsidiary, or successor to all or a material portion of its assets, without the other Party's consent as long as notice is provided and the assigning Party retains liability for the obligations hereunder. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties. By agreeing to the terms and conditions herein, each individual additionally warrants that he or she is authorized to enter into this Agreement on behalf of the Party for which it was made. Buyer should contact the Utility in the event of a natural gas emergency. Other than for operation, maintenance, assignment, and transfer of Buyer's Accounts, Seller shall not disclose Buyer's Account number without Buyer's affirmative written or electronic authorization or pursuant to a court or PUCO order. Seller shall not disclose Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Revised Code, or (iv) assigning this Agreement to another certified retail natural gas provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.