



**Natural Gas-Terms and Conditions for the Ohio Choice Program – (version #515ECDEOG08-2011)**

IntegrYS Energy Services – Natural Gas, LLC. (“Seller”) and Buyer (“Buyer” or “your”) (individually referred to as “Party” and collectively as “Parties”) agree to the following terms and conditions (“Agreement”), as of the date signed by Buyer (the “Effective Date”):

1. **Term:** This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and Buyer to purchase natural gas is contingent upon: (a) successful enrollment by the utility identified during electronic enrollment (the “Utility”), (b) if applicable, the passage of the Rescission Period (defined below) without effective cancellation by Buyer and (c) if applicable, the availability of the Specific Price and/or *Ecovations*<sup>SM</sup> *Renewable Gas* selected during electronic enrollment. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer as determined by the Utility including, but not limited to, past payment history, price availability based on the active rates provided by Seller to the Utility and historical annual usage, and (ii) the accuracy and completeness of the information submitted electronically. Service shall not commence until the first meter read date for which the Utility confirms enrollment with Seller and shall remain in effect through the end of the Initial Term identified during electronic enrollment, unless terminated pursuant to the terms of this Agreement. **Rescission Period:** Upon Buyer’s successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. If Buyer is *not* a **Large Commercial Customer** (defined below), Buyer may cancel its enrollment without penalty within seven (7) days of the postmark date of that letter (“Rescission Period”) by contacting the Utility in writing or by telephone as noted in that letter. A **Large Commercial Customer** means a customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within Ohio or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of Ohio.

2. **Renewal:** (a) If Buyer has chosen a Rate Plan marked with a <sup>3</sup>, prior to the end of the InitialTerm, Seller shall provide Buyer notice of term expiration, whether action is required by Buyer to terminate the Agreement upon expiration, and if applicable, notice of any changes to the terms and conditions of this Agreement that apply to service during the next term. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. (b) If Buyer has chosen the Quarterly Variable Rate, then after the end of the Initial Term this Agreement will renew on a quarterly basis (every 3 billing cycles) without notification to Buyer of such renewal. This Agreement may be terminated by either Buyer or Seller, without penalty, at the end of the Initial Term or any subsequent renewal quarter by providing written notice (or telephonic in case of Buyer) to the other Party at least thirty (30) days prior to the end of the Initial Term or subsequent renewal quarter. (c) If Buyer has chosen the Monthly Variable Rate, then after the end of the Initial Term this Agreement will renew on a month to month basis without notification to Buyer of such renewal. This Agreement may be terminated by either Buyer or Seller, without penalty, at the end of the Initial Term or any subsequent renewal month by providing written notice(or telephonic in case of Buyer) to the other Party at least thirty (30) days prior to the end of the Initial Term or subsequent renewal month.

3. **Supplier’s and Utility’s Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer’s full requirements of natural gas for the accounts listed during electronic enrollment (“Accounts”). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller’s charges. The Utility’s billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility’s right to assess late payment fees. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

4. **Rate:** For the Initial Term Buyer shall pay in accordance with the Rate Plan selected by Buyer during electronic enrollment. ‘Market Price’ when used in this section means the Henry Hub natural gas futures contract prices for the relevant period (as published by the New York Mercantile Exchange “NYMEX”).

RATE PLAN	DESCRIPTION
Fixed Rate <sup>1,2,3,4</sup>	The natural gas supply price will remain fixed for the Initial Term.
NYMEX + <sup>2,4</sup>	The natural gas supply price will be a variable rate using NYMEX last day settle plus an adder.
Quarterly Variable Rate <sup>2</sup>	The natural gas supply price will vary quarterly based on the weighted average Market Price. The Market Price is weighted based on the monthly forecasted use of participants for the quarter.
Monthly Variable Rate <sup>2</sup>	Buyer’s natural gas supply price will vary monthly based on the Market Price as determined upon settlement on the last day of trading of the applicable futures contract.
Locked-in Price with Flex-down Opportunity <sup>SM 1,2,4</sup>	The natural gas supply price is fixed, but could vary lower monthly when and if Seller determines in its sole discretion that lower Market Prices provide the opportunity.
Fixed Winter/Variable Summer Rate <sup>1,2,4</sup>	The natural gas supply price is fixed October through March and will vary monthly for all other months based on the Market Price at settlement.
NYMEX + with Price Target Plan <sup>1,2,4</sup>	The natural gas supply price will be a variable rate using NYMEX last day settle plus an adder. If at anytime during your contract Seller determines that it can fix your price at \$5.00 per Mcf, Seller will convert your variable price to a fixed price of \$5.00 per Mcf for a term of 12 months. However, there is no guaranty that Seller can lock in the price of \$5.00 per Mcf. If the price is not locked, your Initial Term as described during electronic enrollment will apply.
NYMEX + with Price Cap Plan <sup>2,4</sup>	Buyer’s natural gas supply price will vary monthly based on the Market Price as determined upon settlement on the last day of trading of the applicable futures contract. However, should the natural gas supply price during any billing period for the Initial Term exceed \$ _____ per Mcf, as determined by Seller, Buyer’s variable rate will not exceed \$ _____ per Mcf for the Initial Term.
Fixed Winter/ NYMEX + Summer <sup>1,2,4</sup>	The natural gas supply price is fixed October through March and will vary monthly for all other

months using NYMEX last day settle plus an adder.

<sup>1</sup>**Specific Price:** Rate Plans marked with a <sup>1</sup> indicate plans for which Buyer may indicate a Specific Price. A Specific Price may not be available to Buyer if (i) Buyer is a current customer on a Rate Plan other than the Monthly Variable Rate or the Quarterly Variable Rate or (ii) the Market Price defined above has increased. If a Specific Price selection is not available, this Agreement is void and Seller will inform Buyer and provide Buyer with the opportunity to enroll under the terms of then-available Rate Plans. For a Specific Price to be available, it must be a valid and current Specific Price as determined by Seller in its sole discretion.

<sup>2</sup>**Other Charges:** The prices under all Rate Plans include all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase or if new charges are approved by a governmental agency with jurisdiction and passed through, existing tariff charges are administered differently and 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 Plan selected. The Rate Plans do not include Taxes (as defined below) or Utility distribution charges.

<sup>3</sup>**Price Match Guarantee:** If Buyer has enrolled on a **twelve month** fixed term Rate, Buyer may request that Seller match a current fixed price offer listed on the PUCO Apples to Apples Natural Gas Rate Comparison Charts published by the Public Utility Commission of Ohio under the column heading "Supplier Total Rate", ("Requested Price") subject to the following, (a) the Requested Price must be requested by Buyer by telephone to the number listed in Section 12(i), and (b) the Requested Price must be: (i) an annual "Fixed Rate Plan" with a "Contract Term" of 12 months, and (ii) a current "Fixed Rate Plan" that has not yet started, and

(iii) offered behind the same Utility where Buyer's Accounts served under this Agreement are located; and (c) if Seller agrees to match the Requested Price going forward, in order to convert its current price to the Requested Price, Buyer must agree to extend its contract with Seller for an additional twelve months (commencing at the next billing cycle date) for such price ("Matched Price Contract"), and (d) In response to price match request from Buyer, Seller may choose to either: (x) match the Requested Price and enroll Buyer on a Matched Price Contract, or (y) decline to match the Requested Price and provide Seller the opportunity to terminate the Agreement.

If Seller chooses to match the Requested Price and Buyer agrees to the terms of a Matched Price Contract, then Buyer will forgo further opportunities to request a price match until renewal. Prior to the expiration of the Matched Price Contract, Buyer will provide notice of renewal terms as set forth in Section 2, including a new fixed price. Upon renewal of the Matched Price Contract, Buyer will once again have the opportunity to request a price match.

If Buyer terminates this Agreement upon Seller's decline of a Requested Price that meets the requirements of this subsection, Seller shall not charge termination fees or penalties. Terminations occurring prior to or after the price match request telephone call shall be subject to the terms of Section 8. Seller is not required to match a price.

The Apples to Apples chart can be found by going to the following website: [www.puco.ohio.gov/puco/applestoapples/index.cfm](http://www.puco.ohio.gov/puco/applestoapples/index.cfm). Capitalized terms not defined herein refer to captions in the Apples to Apples Natural Gas Rate Comparison Charts.

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. **Ecovations™ Renewable Gas:** Only if expressly selected by Buyer, and subject to continuing program availability as determined by Seller, eight percent (8%) of Buyer's annual usage will be (i) sourced with flowing renewable gas containing carbon dioxide allowances, (ii) offset by unbundled carbon dioxide allowances, or (iii) sourced and offset by a combination of (i) and (ii). No additional premium has been added to the price under any Rate Plan for Ecovations™ Renewable Gas. Seller will retire the carbon dioxide allowances on behalf of the Buyer within ninety days following the close of a calendar year and only Buyer shall be entitled to make the environmental claims associated with its purchase of Ecovations™ Renewable Gas.

7. **Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. 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. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

8. **Termination; Remedies:** (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) the Choice program is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or Rate Plan after the Rescission Period but prior to the end of the current term, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. If Buyer is *not* a **Large Commercial Customer** (defined in Section 1) and an Early Termination occurs, Buyer shall pay a termination fee of \$75.00, however, (i) no Early Termination damages are due if a Buyer is on the Monthly Variable Rate. If Buyer is on the NYMEX + Rate, NYMEX + with Price Cap Plan or the NYMEX + with Price Target Plan where the variable pricing was not converted to a fixed price the termination fee is \$25.00. Upon renewal as detailed in Section 2, if Buyer is *not* a **Large Commercial Customer**, Buyer's termination fee under this Section 8(c) will decrease to \$25 except if Buyer is enrolled on a Matched Price Contract, then the termination fee is \$75 until the extended 12 month term has expired. If Buyer is a **Large Commercial Customer**, and an Early Termination occurs in connection with a Rate Plan without a Specific Price, then Seller's exclusive remedy is \$100.00. If Buyer is a **Large Commercial Customer**, and an Early Termination occurs in connection with a Rate Plan with a Specific Price selected, then Seller's exclusive remedy is Cashout. Cashout means the positive difference between the price under the Rate Plan selected, less the 'price at resale', multiplied by the unused forecasted quantity for the remainder of the Term. Seller shall determine the unused forecasted quantity based on historic usage. The 'price at resale' is the price Seller determines in a commercially reasonable manner that it could resell the unused forecasted quantity, provided however Seller shall not be required to resell gas in order to determine such price. The Parties agree that actual damages are difficult or impossible to ascertain, and that the remedies described in this Section are reasonable estimates of the actual damages incurred and not penalties. Buyer agrees to pay Seller for Early Termination within ten (10) calendar days of the invoice date to the

payment address noted on the invoice, or as otherwise agreed upon by Buyer and Seller.

9. **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.

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

11. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

12. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at 1-888-367-4493, by visiting [www.integrityenergy.com](http://www.integrityenergy.com); or (ii) by writing us at 300 West Wilson Bridge Rd Suite 350 Worthington, OH 43085. 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 complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TYY toll free at 1-800-686-1570, from 8am to 5:00pm weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as otherwise specified by PUCO. Residential customers may also contact the Ohio Consumers' Counsel ("OCC") for assistance with complaints and utility issues at 1-877-742-5622 from 8am to 5pm weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

13. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement (agreed to electronically by Buyer using Seller's website) 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 and with notice from Seller for a renewal term as described under Renewal. The undersigned warrants that he or she is authorized to enter into this Agreement on behalf of Buyer.