| Residential - Natural Gas - Terms and Conditions | |
|---|---|
| Product | **Fixed Price** |
| Natural Gas Distribution Utility | **CenterPoint Energy (formerly Vectren)** |
| Price and Length of Agreement | **61.90 ¢ per Ccf** for **36** months |
| Cancelation/Termination Fee | **None** |

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for natural gas commodity service with Energy Harbor LLC ("Energy Harbor"). Please keep a copy for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer competitive retail natural gas service in Ohio. As a Competitive Retail Natural Gas Service ("CRNGS") provider, Energy Harbor will supply natural gas to your local natural gas distribution utility ("Utility") based on your usage. Your Utility then distributes or delivers the gas to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Right of Rescission:** Once you have been enrolled to receive natural gas service from Energy Harbor, your Utility will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) business days following the postmark date of the confirmation letter by contacting the Utility by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a different supplier and not on renewal enrollments. Your Utility will not send a confirmation notice upon any renewal of this Agreement.

**Eligibility:** Only eligible residential customer accounts may enroll in this offer from Energy Harbor. Percentage of Income Plan Program ("PIPP") and net metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for full requirements of natural gas supply and any other service identified in the table above for the accounts identified during the enrollment process ("Accounts") in accordance with the terms of these Natural Gas Terms and Conditions. You are responsible for, and your price does not include, applicable state and local taxes and/or Utility charges, which will be billed by the Utility. The "Effective Date" is the date agreed to by both you and Energy Harbor. Both you and Energy Harbor may be referred to herein as a "Party" and, collectively, you and Energy Harbor may be referred to as the "Parties."

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the applicable seven (7) day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your Utility. If your Utility requires specific enrollment thresholds or quotas from CRNGS providers, your enrollment will be submitted to the Utility when the threshold or quota is met by Energy Harbor. If your Utility requires a specific lead time to register the rate code for your offer your enrollment will be submitted to the Utility when the Utility has completed the rate code registration. Your service will continue until the meter read date for the last month of service as specified in your offer materials from Energy Harbor. Due to a change in market conditions, if Energy Harbor wishes to lower the price per Ccf or Mcf charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, pipeline, or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your Utility for Retail Natural Gas Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your Utility for Retail Natural Gas Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your Utility or switched to another CRNGS provider for service.

**Billing:** You will receive a consolidated bill monthly from your Utility for both your Energy Harbor and Utility charges. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Energy Harbor's charges or credits not invoiced through the Utility shall be invoiced directly by Energy Harbor and you shall pay within twenty (20) days from the invoice date. Energy Harbor may correct or cause the Utility to correct previous invoices in the event of invoicing errors. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your Utility as a customer. You will remain responsible to pay Energy Harbor for any gas used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay Utility charges may result in your natural gas service being disconnected in accordance with the Utility tariff.

**Penalties, Fees and Exceptions:** Your Utility may charge you switching fees. Payments not received by Energy Harbor by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law.

**Cancellation/Termination Provisions:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. You may terminate this Agreement at any time without penalty. This Agreement automatically terminates, without penalty, if the location for which you have requested service is not served by the Utility, if you move outside the Utility's service territory or to an area not served by Energy Harbor, or if you relocate inside the Utility's service territory and the Utility does not have contract portability. In the event that the program is terminated, you will be returned to your Utility's standard service offer. Upon termination with Energy Harbor and return to standard offer service with your Utility, you may not be served under the same rates, terms, and conditions that apply to other Utility customers. In addition to non-payment, Energy Harbor also reserves the right to reject your enrollment or terminate this Agreement for the following defaults: you (a) fail to meet or maintain satisfactory credit

standing as determined by Energy Harbor; (b) fail to meet minimum or maximum threshold consumption levels as determined by Energy Harbor; (c) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, if applicable; (d) rescind your authorization detailed in the "Customer Consent and Information Release Authorization" section below; (e) attempt to assign this Agreement without Energy Harbor's consent; (f) provide any false, inaccurate or misleading information to Energy Harbor or the Utility; or (g) you are or become enrolled in the Utility's Percentage of Income Payment Program or other credit arrearage programs.

**Customer Consent and Information Release Authorization:** By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical natural gas usage, rate classification, meter readings, characteristics of natural gas supply, and billing and payment information. You authorize Energy Harbor to release such information to third parties and to Energy Harbor's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Energy Harbor at the contact information provided below. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Consistent with applicable law, Energy Harbor uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Energy Harbor to perform a credit check on you. If you fail to pay your invoices on time, you authorize Energy Harbor to report such failures to one or more credit reporting agencies.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-651-5200. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Automatic Renewal:** At the end of its term, this Agreement will expire, or at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then your Retail Natural Gas Service from Energy Harbor will automatically renew as outlined in your notice of renewal. You will receive written notification(s) from Energy Harbor in the forty-five (45) to ninety (90) days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. In these advance notifications, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. You are responsible for arranging your natural gas supply upon the expiration of the Agreement.

**Force Majeure:** Causes and events out of Energy Harbor's reasonable control ("Force Majeure Events") may result in interruptions in service. Energy Harbor will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Energy Harbor is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-651-5200 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. Energy Harbor will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Energy Harbor, or for general utility information, as a residential or business customer you 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. **BOTH YOU AND ENERGY HARBOR AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.

**Miscellaneous:** You have the right to request from Energy Harbor up to twenty-four (24) months of payment history, without charge. Your social security number, account number(s), and any customer information will not be released without your express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO without your agreement or consent. Neither Energy Harbor nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of natural gas distribution lines and systems, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Energy Harbor's delivery obligations cease, and title to gas sold transfers to you, at the Delivery Point, which is the point at which the third-party pipeline supplying gas to the Utility and the Utility interconnect. **In the event of a gas outage, you should contact your local Utility.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the Utility if the customer's rate code is changed and the account is no longer eligible for this offer. Existing customers are not eligible to switch to a different rate plan through a third-party site. If you are an existing customer and want to switch rate plans, you must contact Energy Harbor at 1-888-651-5200 or visit Energy Harbor's website at www.energyharbor.com to determine your eligibility for available offers, if any. Customer authorizes but does not obligate Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all natural gas sold hereunder. **ALL NATURAL GAS SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS," AND ENERGY HARBOR 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 CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN**

**NO CASE SHALL ENERGY HARBOR'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

**Choice of Law; Severability:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

**Entire Agreement:** This Agreement shall be considered 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 or in accordance with the renewal process identified in Section "Length of Agreement" of these Terms and Conditions.