



**ENGIE POWER & GAS
OHIO - RETAIL NATURAL GAS SUPPLY SERVICE**

CUSTOMER INFORMATION	
Business Name (<i>legal contracting entity</i>):	
DBA / Assumed Name:	
Customer Contact Name & Title:	
Telephone:	
E-mail:	
Identification: (one of the following)	
Federal Tax ID No. (EIN) _____	DUNS No. _____ State ID or DL No. _____
Physical Business Address: (<i>cannot be a P.O. Box</i>)	
Billing/Mailing Address:	

CONTRACT SUMMARY			
Product: Fixed Price	Contract Price: \$0. _____	Payment Terms: 20 Days	
Term - Start Date: <i>Utility Transfer Date on or after:</i>	_____/01/_____ (MONTH/DAY/YEAR)	Term - End Date: <i>Utility Transfer Date on or following:</i>	_____/Last Day/_____ (MONTH/DAY/YEAR)

ACKNOWLEDGMENT AND CONSENT

CUSTOMER AGREES TO THE ILLINOIS - RETAIL NATURAL GAS SUPPLY SERVICE AND TERMS AND CONDITIONS.

SMALL COMMERCIAL NON-MERCANTILE CUSTOMER RIGHT TO RESCIND. UPON PROCESSING OF ENROLLMENT, THE UTILITY WILL SEND CUSTOMER A CONFIRMATION LETTER, WHICH IS NOTICE OF THE TRANSFER OF CUSTOMER'S NATURAL GAS SUPPLY TO ENGIE. A SMALL COMMERCIAL NON-MERCANTILE CUSTOMER MAY RESCIND THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) BUSINESS DAYS FOLLOWING THE POSTMARK DATE ON THE CONFIRMATION NOTICE BY CALLING THE UTILITY OR BY WRITTEN NOTICE TO THE UTILITY, WHICH IS EFFECTIVE AS OF THE DATE OF POSTMARK. THIS RIGHT TO RESCIND DOES NOT APPLY TO MERCANTILE CUSTOMERS.

CUSTOMER UNDERSTANDS THAT ANY NATURAL GAS SUPPLIER SELECTION MAY INCLUDE A CHARGE TO CUSTOMER. CUSTOMER IS AUTHORIZED TO ENTER INTO THE AGREEMENT WITH ENGIE TO SUPPLY NATURAL GAS TO THE ACCOUNT(S) LISTED SUBJECT TO THE ELIGIBILITY REQUIREMENTS OF CUSTOMER'S LOCAL NATURAL GAS UTILITY AND ACCEPTANCE BY ENGIE. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.

Customer Signature:	
Print Name:	
Print Title:	
Date:	

ENGIE POWER & GAS LLC.
920 Railroad avenue, Woodmere, NY, 11598
Toll-Free 1-855-327-6937
Email: Customercare@plymouthenergy.com
Hours of Operation: Monday - Friday 8:00 am – 5:00 pm EST

LIST OF CUSTOMER ACCOUNT(S)						
Site No.1	Account Number		Service Address		City	Zip
	Utility (circle one)		Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt
	Columbia of OH	Vectren Duke				Yes No
	Dominion East OH	Dominion West OH				
Site No.2	Account Number		Service Address		City	Zip
	Utility (circle one)		Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt
	Columbia of OH	Vectren Duke				Yes No
	Dominion East OH	Dominion West OH				
Site No.3	Account Number		Service Address		City	Zip
	Utility (circle one)		Peak Month Volume	Annual Volume	Recent Meter Read Date	Tax Exempt

	Columbia of OH Dominion East OH	Vectren Dominion West OH	Duke Dominion West OH				Yes	No
Site No.4	Account Number		Service Address		City		Zip	
	Utility (circle one)		Peak Month Volume	Annual Volume	Recent Meter Read Date		Tax Exempt	
	Columbia of OH Dominion East OH	Vectren Dominion West OH	Duke Dominion West OH				Yes	No
	Account Number		Service Address		City		Zip	
Site No.5	Utility (circle one)		Peak Month Volume	Annual Volume	Recent Meter Read Date		Tax Exempt	
	Columbia of OH Dominion East OH	Vectren Dominion West OH	Duke Dominion West OH				Yes	No

TERMS AND CONDITIONS

1. **Services.** ENGIE will sell and supply and Customer will purchase and receive natural gas supply service (“Natural Gas”) necessary to meet Customer’s full requirements for service location(s). Customer’s natural gas utility company (the “Utility”) will deliver Natural Gas to Customer, read Customer’s meter, and provide emergency services. By enrolling for service with ENGIE, Customer agrees to be bound by this Agreement and to pay for the natural gas supply service ENGIE provides.
2. **Term.** ENGIE will provide Natural Gas to Customer on the next available meter read date following the Start Date and the Utility’s processing of Customer’s enrollment. This date is determined by the Utility therefore ENGIE cannot commit to a specific date. ENGIE’s Service to Customer will continue through the service period indicated in the Contract Term section of Customer’s Contract Summary. Upon completion of the Contract Term, ENGIE will notify Customer of the Contract Term expiration date. If Customer takes no action, ENGIE will continue service to Customer on a month-to-month basis (rollover service) until Customer renews with ENGIE or switches to another natural gas supply service provider. For rollover service, Customer will be charged a monthly variable rate set by ENGIE that reflects the market rate of natural gas supply plus a post-term charge and any applicable non-utility related charges. During rollover service, either ENGIE or Customer may terminate this Agreement without penalty.
3. **Contract Price.** Customer shall pay the Contract Price multiplied by the amount of Natural Gas used in a billing cycle. Taxes and Utility Related Charges are not included in the Contract Price and will be passed through to Customer “Utility Related Charges” means all fees and charges levied by the Utility for distribution, delivery of Natural Gas, and other services and related charges from the Utility. “Taxes” means any and all taxes and fees imposed on the purchase and sale of natural gas by any governmental authority, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on Customer or that ENGIE passes through to Customer, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity. Customer’s Contract Price may include an intermediary fee. An intermediary fee is a fee charged by a broker or aggregator. The Contract Price unit of measure is the unit of measure utilized by the Utility.
4. **Switching Fees.** The Utility may charge Customer switching fees any time Customer changes its natural gas supplier. If Customer voluntarily returns to the Utility after switching to a natural gas supplier, Customer may be charged a price other than the Utility’s regulated sales service rate.
5. **Credit.** ENGIE reserves the right to determine if Customer’s credit standing is satisfactory for new service or continuing service under this Agreement. ENGIE will, in accordance with applicable law, use uniform credit requirements in determining whether to offer or continue service to Customer. Customer hereby authorizes ENGIE to perform a credit check on Customer at any time. If ENGIE determines that Customer’ credit, payment history, or account status is not satisfactory, ENGIE may require a deposit to continue service. This authorization will remain in effect during the Contract Term of this Agreement. If ENGIE requests and Customer remits a deposit, any unused portion of such deposit will be returned to Customer not later than thirty (30) days following ENGIE’s end of service date to Customer’s account(s). Customer’s social security number, if applicable, and account number(s) will not be released by ENGIE without Customer’s affirmative consent, except as required by court order or Illinois Commerce Commission order or rule or except in connection with ENGIE’s own collections and credit reporting, or when assigning this Agreement to another supplier.
6. **Delivery Point.** ENGIE will schedule delivery of Natural Gas to a point of interconnection between the natural gas utility distribution system and a third-party pipeline supplying natural gas to the Utility (the “Delivery Point”). Title and risk of loss related to natural gas transfer to Customer at the Delivery Point and Customer will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale, purchase, and delivery of such Natural Gas to Customer’s facility(ies).
7. **Billing and Payment.** Customer will receive a single bill which will include the Utility charges and ENGIE’s charges. Customer will be invoiced for all charges applicable to Customer’s Natural Gas usage, applicable Taxes, and all applicable Utility Related Charges. Payment is due in accordance with the Payment Term on the Customer’s Contract Summary. Estimated data may be used for billing purposes but such estimates will be reconciled on a subsequent monthly invoice after receipt of actual data. Invoices not timely paid will incur a late payment fee in no event in excess of the Utility’s billing policies. If Customer fails to timely pay an invoice remitted by the Utility and the Utility terminates the delivery of Natural Gas to Customer, this Agreement may be automatically terminated and Customer will be required to pay the Termination Fee. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the Utility adjusts its meter reading for any reason, ENGIE may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.

8. **Termination.** ENGIE may terminate this Agreement upon fourteen (14) days advance notice if Customer fails to make any payment or deposit when due and as required under this Agreement. Customer will be required to pay the Termination Fee. The Termination Fee will be equal to the Contract Price less the Current Market Price multiplied by the amount of Natural Gas supply Customer failed to consume during the remainder of the Contract Term calculated on the basis of prior historical usage. The Current Market Price is the wholesale price of natural gas at the delivery point as determined by ENGIE in a commercially reasonable manner, and any applicable related services that are available for sale at the time of termination. If Customer fails to utilize ENGIE as its sole supplier for natural gas supply during the Contract Term, Customer will be required to pay the Termination Fee. Special Provision for Small Commercial or Residential Customers Only - A Small Commercial Non-Mercantile Customer or Residential Customer has the right to terminate this Agreement without penalty in the event Customer relocates outside the service territory of the Utility or within the service territory of a natural gas utility that does not permit portability of this Agreement. In the event the Public Utilities Commission of Ohio ("PUCO") or the Utility decides to end or change the program under which Customer purchases natural gas supply pursuant to this Agreement in a manner which prevents or prohibits ENGIE from performing under this Agreement, ENGIE may cancel this Agreement by providing Customer with fourteen (14) days advance written notice. This Agreement will automatically terminate without penalty if a Small Commercial Non-Mercantile Customer's or Residential Customer's requested service location is not served by the Utility, or Customer moves outside the Utility service area or to an area not served by ENGIE, or ENGIE takes action to return Customer to the Utility sales service in accordance with this Agreement.
9. **Change in Law.** If there is a change in law, administrative regulation, or any fees or costs imposed by a governmental or quasi-governmental authority and such change causes ENGIE to incur any capital, operating or other costs relating to Customer's Natural Gas service, then such costs shall be passed through to Customer.
10. **Force Majeure.** Force Majeure shall mean an event that is beyond the reasonable control of ENGIE that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. If ENGIE is unable to carry out, in whole or part, obligations under this Agreement that may result in interruptions of service due to such an event, ENGIE will provide Customer written notice of the event as soon as practicable after the occurrence of the event. During this period, ENGIE's obligations will be suspended or terminated to the extent required.
11. **Limitation of Liability.** NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED. THE PARTIES 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 AGREEMENT.
12. **Dispute Resolution.** Contact ENGIE Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. In the event of an unresolved dispute or complaint, or for general utility information, Customer may contact the Illinois Commerce Commission at 1.800.524.0795 or via website www.icc.illinois.gov.
13. **Assignment.** Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may, without Customer consent, (a) transfer or sell receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of ENGIE or to any other person or entity succeeding to all or a substantial portion of ENGIE's assets, and/or (c) assign this agreement to a certified natural gas supplier or affiliated entity. Any assignment in violation of this paragraph is void. After ENGIE's assignment of this Agreement, ENGIE will have no further obligations under this Agreement.
14. **Indemnification, Governing Law and Warranty.** ENGIE and Customer will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to natural gas is vested in such party. All indemnity obligations will survive cancellation of this Agreement. All matters arising out of or relating to this Agreement will be governed and construed in accordance with the laws of the State of Illinois. Except as specifically stated herein, ENGIE and its successors and assigns make no warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the services provided or the activities Customer undertakes. The parties herein are solely counterparties in all transactions and have no duty to advise or exercise judgment on behalf of the other as to the merits or suitability of any transactions entered into.
15. **Privacy and Information Release Authorization.** Customer authorizes ENGIE to obtain and review the following information from the Utility: consumption history, billing determinants, account number, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information will not be disclosed to a third party unless required by law or as set forth herein. Customer's acceptance of this agreement constitutes authorization for the release of this information to ENGIE and to ENGIE's third party vendors for the operation maintenance, and management Customer's account(s) and Natural Gas service. This authorization will remain in effect during the Contract Term of this Agreement.
16. **Miscellaneous.** A **Small Commercial Non-Mercantile Customer** is a customer that consumes less than 500,000 cubic feet of gas per year at a single location or consumes natural gas for non-residential use (also defined as a customer that is not a Mercantile Customer); A **Mercantile Customer** is a customer that consumes, for non-residential use, more than 500,000 cubic feet of gas per year at a single location or consumes natural gas for non-residential use as part of an undertaking having more than three locations. Non-mercantile Customer means a customer who consumes, for non-residential use, less than 500,000 cubic feet of gas per year at a single location or consumes natural gas for non-residential use as part of an undertaking having more than three locations. A **Residential Customer** is a customer that contracts for competitive retail natural gas service for residential purposes. In the event of an emergency, such as a gas leak, Customer should call the Utility. Customer has the right to receive basic default service from the Utility instead of a natural gas supplier. ENGIE maintains the sole discretion to approve or reject any change(s) or modification(s) to this form of Agreement. No edits, electronically or handwritten, modifications, or strikethroughs will be accepted, except within the discretion of ENGIE. Edits, electronically or handwritten, modifications, or strikethroughs that are not accepted by ENGIE will be

disregarded and not affect the original form of this Agreement. ENGIE reserves the right to accept or reject the Agreement if returned by Customer with edits, electronically or handwritten, modifications, or strikethroughs.

- 17. Notices.** Notices and correspondence must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on date transmitted or delivered (after business hours deemed received on next business day).
- 18. Public Utility Commission of Ohio Required Contract Disclosures:**
- a. The local electric utility company may charge you fees for switching your account(s) to ENGIE.
 - b. Customer may request, not more than 2 times in a 12-month period, up to 24 months of payment history with ENGIE. ENGIE shall provide this information at no additional charge.
 - c. Customer may contact ENGIE as listed in Section 4. The hours of operation for telephone service are 8:00 a.m. to 5:00 p.m. weekdays, Eastern Standard Time. You may also find more information at **Customercare@plymouthenergy.com**.
 - d. A small commercial customer (*defined Chapter 4901:1-21 Ohio Revised Code*) shall have a right to rescind this Agreement within 7 calendar days from the postmark date of the utility's confirmation notice by contacting ENGIE and contacting the local electric utility company in writing or by phone to request to rescind the Agreement. A small commercial customer may terminate this Agreement, upon prior written notice to ENGIE, without penalty, if you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price.
 - e. ENGIE may terminate this Agreement on 14 days written notice to Customer for failure to pay an invoice. ENGIE may terminate this Agreement as a result of a Change in Law that renders performance of this Agreement illegal.
 - f. Procedure for Handling Consumer Complaints: If a complaint is not resolved after contacting ENGIE and/or the local electric utility company, or for utility information, contact PUCO for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at 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 1877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.
 - g. ENGIE is prohibited from disclosing a social security number and/or account number(s) without consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
 - h. If you switch or transfer service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
 - i. Budget billing service must be arranged through the utility, as ENGIE does not offer it directly.
 - j. ENGIE's environmental disclosure information is on our website.
 - k. In Case No. 14-568, PUCO ruled that fixed rate contracts may not contain pass-through clauses. This Agreement contains one or more pass through clauses. As such, the PUCO considers this Agreement to be Variable Price.