

Eligo Energy OH, LLC Terms of Service - Residential Dual Commodity

This agreement ("Agreement") authorizes Eligo Energy OH, LLC ("Supplier"), with a mailing address of 201 W. Lake St, Ste 151, Chicago, IL 60606, to change my ("Customer") electric supplier in the territory(s) listed below ("Electric Utility(s)") and/or my natural gas supplier in the territory(s) listed below ("Natural Gas Utility(s)"), whichever is applicable. Electric Utility(s) and/or Natural Gas Utility(s) are collectively referred to as "Utility(s)" and are listed by name below:

- Columbia Gas OH

Supplier is licensed by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electricity and/or natural gas (License Numbers 12-578E and/or 14-399G.)

Service: Service with Supplier will commence at a date set by Utility(s) after Utility(s) accepts Customer's enrollment request. Supply of electricity and/or natural gas to Customer shall continue pursuant to this Agreement. By executing or approving this Agreement, under the terms of Chapter 4901 of the Ohio Administrative Code, Customer agrees to initiate service and begin enrollment.

Price: For fixed price products during the Initial Term, Customer shall pay the respective fixed rate and, if applicable, a monthly charge as provided in the Pricing Quote or Agreement Summary, incorporated herein by reference, after the Utility(s) accepts Customer's enrollment(s). After expiration of the Initial Term and for variable month-to-month products, Customer shall pay a variable rate per kWh for electricity (derived from 100% renewable sources through use of Renewable Energy Certificates) and/or a variable rate per Ccf/Mcf/Therm/Btu for natural gas that can change monthly at Supplier's discretion, in addition to the monthly charge, if applicable. Supplier may increase or decrease Customer's variable rate(s), without limit, based on several factors, including, but not limited to, changes in the wholesale energy market prices within the respective ISO markets, business and market conditions, current and anticipated weather patterns, retail competition, wholesale commodity energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, costs to serve customers, among many factors. Customer may compare price terms by looking at the rates posted on Supplier's website (<http://www.eligoenergy.com>) and on Customer's monthly bill. Customer may contact Supplier to inquire about future pricing information. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility(s), including any applicable taxes. Customer also understands that the Utility(s) may charge a switching fee when enrolling with Supplier. Customer is responsible for cancelling any existing supplier agreement. Note that if, due to a change in market conditions, Supplier wishes to lower the price(s) per respective unit of measurement charged to you under this Agreement, Supplier may do so without Customer's consent, provided there are no other changes to the terms and conditions of this Agreement.

Customer may be required to pay any additional or increased fees or charges, which may be variable, related to Supplier providing retail electricity and/or natural gas service to Customer and that are generally beyond Supplier's reasonable control. Such fees and charges may include, but are not be limited to, fees for switching, disconnecting, reconnecting or maintaining natural gas and/or electric service or equipment, changes to storage, transmission, delivery, transportation, fuel shrinkage or other component charges, changes to retail electricity and/or natural gas customer access or any other programs that are imposed or changed by any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility(s), electrical line and/or natural gas pipeline company or other regulated service provider, or any other ancillary charges resulting from Utility, governmental authority or other regulating body, or changes resulting from federal, state, or local laws or orders that impose new or modified fees or costs on Supplier that are beyond Supplier's control. These fees and charges may be passed through to Customer and added to Customer's price by Utility(s) and/or Supplier.

Term: Service with Supplier will commence at a date set by Utility(s) after Utility(s) accepts Customer's enrollment request. Length of service with Supplier will be for the respective term provided in the Pricing Quote or Agreement Summary and will either automatically renew for the same length of service as the Initial Term, with notice, or renew monthly until the cancellation of this Agreement by either Supplier or Customer.

Right of Rescission: Customer may rescind the Agreement by contacting the Supplier or the Utility(s) and communicating his/her intent, orally or in writing, to rescind the Agreement within seven (7) business days following the postmark date of the Utility(s) confirmation notice. This Agreement shall not be legally binding upon the Customer until the rescission period has expired, and Customer has not, directly or indirectly, rescinded his/her enrollment. Customer may rescind the authorization for release of information at any time.

Cancellation: Customer may cancel this Agreement, for any reason, at any time, but may be subject to early termination fees, as provided in the Pricing Quote or Agreement Summary (maximum allowed by law). The cancellation becomes effective when Customer's new supplier or the Utility(s) completes the change. Cancellation will not relieve Customer of any payment obligations for electricity and/or natural gas provided to Customer by Supplier before cancellation. Customer may make such a cancellation by contacting Supplier or the Utility(s) (orally, electronically or in writing). Customer may not be served under the same rates, terms, and conditions that apply to others when switching back to the Utility(s).

Supplier may revert Customer to Utility(s) for non-payment at the time of the next meter reading with at least 15 days written notice and an opportunity to cure. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading.

If Customer modifies the scope of service to be provided by Supplier under this Agreement, including without limitation, the cancellation of one or more electric and/or natural gas accounts, Supplier reserves the right to terminate this Agreement in its

entirety with proper notice where required by law, and charge Customer any early termination fees in accordance with this provision.

Automatic Termination: This Agreement automatically terminates if the requested service location is not served by the Utility(s); the customer moves outside the Utility(s) service area or to an area not served by Supplier; or Supplier returns Customer to Customer's Utility(s) applicable tariff service, provided that Supplier is permitted to terminate the Agreement under the terms and conditions of the Agreement.

Customer Relocation: If Customer moves to a new address within Supplier's current service territory, Customer should contact Supplier in order to re-enroll at the new location. Customers have a right to terminate the Agreement without penalty if Customer moves outside the service territory of Utility(s) or within the service territory of a Utility(s) that does not permit portability of the Agreement. New Jersey Customers may terminate this Agreement with 48-hour notice to Supplier, without penalty, as a result of a relocation within or outside the Utility(s) franchise area, disability that renders Customer (of record) unable to pay for Supplier's service, and/or Customer's (of record) death.

Billing: Supplier will serve only the supply portion of Customer's electric and/or natural gas bill. Except for Ohio Customers, Supplier does not offer budget billing at this time. All other services currently supplied by the Utility(s) will continue to be supplied by the Utility(s). In the case of consolidated billing, Customer will continue to receive one monthly electric and/or one monthly natural gas bill processed and provided by the respective Utility(s) in accordance with its billing practices. In the case of dual-billing, Customer will receive separate bills from the Supplier and Utility(s), wherein Supplier bills Customer only the supply portion and/or commodity charges related to Customer's electricity and/or natural gas supplied by Supplier. If Customer fails to pay their Utility(s) charges or fails to meet any agreed-upon payment arrangement, it may result in Customer's electric and/or natural gas service being disconnected in accordance with Utility(s) tariffs and this Agreement may be automatically terminated by Supplier, leading to early termination penalties. Customer understands that Supplier may not be able to offer dual-billing services. In the case of consolidated billing, Customer acknowledges billing and payment information may be provided to Supplier. In the event of Customer bankruptcy, late payment, or nonpayment, Supplier has the right to cancel this Agreement. Utility(s) will remain responsible for collecting late payments, and Customer may incur a late payment fee on unpaid balances in accordance with Utility(s) billing and late payment policies and procedures.

Environmental Disclosure Information: This provision shall only apply to applicable electric Customers. Information regarding the approximate generation resource mix and environmental characteristics of the power supply is available at www.eligoenergy.com/environmental-disclosures.

Authorization: Unless prohibited by applicable law, Customer authorizes Supplier to obtain and review information regarding the customer's credit history from credit reporting agencies, and the following information from the Utility(s): consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Supplier to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Supplier. This authorization will remain in effect during the term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Supplier or calling Supplier at 1-888-744-8125. Supplier reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consent to Electronic Communications: Customer hereby agrees and consents to receive or obtain all Supplier-related Communications in electronic form in connection with this Agreement. "Communication" means, without limitation, any agreements or amendments thereto, billing or account statements, disclosures, notices, letters, any information that Supplier is required by law to provide Customer in writing, and all other future communications from Supplier. Customer specifically consents to receive electronic mail (email) for all Communications in connection with this Agreement. Customer acknowledges and agrees that Customer has the necessary means to access, view, and retain electronic communications and agrees to provide Supplier with and maintain a valid, active email address. Customer must promptly notify Supplier of any change to their email address. Changes will take effect within a reasonable time thereafter. Supplier is not liable for any third-party fees, legal liability related to electronic Communications, or any liability arising from Communications sent to an invalid or inactive email address. Supplier reserves the right, at any time, to provide Customer with Communication via non-electronic means.

Confidentiality: Supplier will not disclose Customer's social security number and /or account number(s), or any customer information without the Customer's express written consent except for the Supplier's own collections and credit reporting efforts, participation in programs funded by the Universal Service Fund, or assigning Customer's Agreement to another supplier. Supplier's Privacy Policy is provided to Customer at www.eligoenergy.com/privacy. Ohio Customers have a right to request from Supplier twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge.

Contact Information: In the event of an emergency, such as a power failure, downed power line, gas leak, or other life-threatening emergency, Customer should contact the respective Utility(s) at the toll-free number(s) provided below or Emergency Services at 911. For service matters, Customer should contact the respective Utility(s) at the toll-free number(s) provided below. For all other inquiries, the Customer may contact Supplier at 1-888-744-8125 from 7 a.m. to 6 p.m. (CST), excluding weekends and holidays. For general information, Customer may visit www.eligoenergy.com. Supplier's mailing address is: Eligo Energy, LLC, 201 W. Lake St., Ste. 151, Chicago, IL 60606. Customer shall contact Supplier with any change in Customer's email address and /or withdrawal of consent for electronic retention of Customer information.

- Columbia Gas OH: 1-800-344-4077

Dispute Resolution: In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing (see Contact Information). The dispute or complaint relating to Customer may be submitted by either party at any time to the PUCO pursuant to its Complaint Handling Procedures by contacting PUCO. If your complaint is not resolved after you have called your Utility(s), or for general utility information, Customer may contact PUCO for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.puco.gov, or by writing to PUCO at "Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215." Hearing or speech impaired customers may contact 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 www.pickocc.org. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the State of Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to application of its conflicts of laws and principles.

Mandatory Arbitration: The Federal Arbitration Act applies to this Agreement and governs any arbitration between Customer and Supplier. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver". This provision shall not apply to Ohio Customers, unless permissible by law. This provision shall survive the expiration or termination of this Agreement.

Class Action & Jury Trial Waiver: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If for any reason a claim proceeds in court, CUSTOMER AND SUPPLIER BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This provision shall survive the expiration or termination of this Agreement.

Changes to Agreement: This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement to include commercial terms. In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility(s), or other regulated service provider, alters to the detriment of Supplier its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Supplier may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation.

Before any such price revision, Supplier shall provide to Customer a written notice 30 days prior to the effective date of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective.

Customer may either agree to the proposed change and/or revised price described in such notice by giving affirmative consent, request to be placed on Utility(s) default service, or request to have its service transferred to another electric and/or natural gas supplier. Upon acceptance of the revised terms or price by Customer, all other terms and conditions of this Agreement shall remain in full force and effect. If Customer fails to respond to notice(s), Supplier may convert this Agreement, to the extent permitted by law, to a month-to-month or another fixed duration contract, either at the same terms or at the revised terms, wherein Customer may cancel at any time, for any reason, without penalty.

Assignment: Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

LIMITATIONS OF LIABILITY: NEITHER THE CUSTOMER NOR THE SUPPLIER SHALL ASSUME LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES FOR ITEMS ASSOCIATED WITH THE FAILURE OF UTILITY(S) TO PERFORM ITS DUTIES, INCLUDING BUT NOT LIMITED TO OPERATIONS AND MAINTENANCE OF THEIR SYSTEM OR INTERRUPTIONS OF SERVICE, TERMINATION OF SERVICE, OR FROM DAMAGES ARISING FROM STRUCTURAL DAMAGE AS A RESULT OF NEGLIGENCE.

Severability Clause: In the event any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, such provision shall be modified to the minimum extent necessary to

render it valid, legal, and enforceable. If a provision cannot be modified in a manner that would make it valid, legal, and enforceable, the provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

In the event any provision or part of this Agreement is held to be invalid, unenforceable, or inapplicable for a specific service or commodity provided for under this Agreement, such provision or part of this Agreement shall remain in full force and effect for all other services provided under this Agreement, until this Agreement expires or is otherwise terminated as permitted under this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the parties. This provision does not affect the validity of a third-party verification completed by Customer as authorization to enter into this Agreement.

Net Metering: As permitted by law, Supplier reserves the right not to serve net metering Customers. If Supplier serves Net Metering Customers, Supplier reserves the right to cancel at any time, regardless of any other cancellation provision in this Agreement. Net Metering credits are not eligible to rollover to the next meter year, nor will Customer be eligible for a cashout at the end of the year for over-generated energy.

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