

Eligo Energy OH, LLC Residential Customer Terms of Service

This agreement ("Agreement") authorizes Eligo Energy OH, LLC ("Supplier"), located at 201 West Lake Street, Suite 151, Chicago, IL 60606-1803, to change my ("Customer") natural gas supplier in the territory of Duke ("Utility").

Service: Customer will begin receiving natural gas at the time of the first scheduled meter reading by the Utility after the date on which Customer is eligible to switch suppliers. Supply of natural gas to Customer shall continue pursuant to this Agreement. By executing or approving this Agreement, under the terms of Ohio's Rules for Competitive Retail Natural Gas Service (CRNGS), Customer agrees to initiate service and begin enrollment.

Price: For fixed price products during the Initial Term, Customer shall pay the fixed rate and, if applicable, a monthly charge as provided in the Pricing Quote, after enrollment at the next applicable billing period. Following the Initial Term as provided in the Pricing Quote, the rate will continue as a monthly variable rate that may be periodically adjusted to market conditions, such as current and predicted 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. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility, including any applicable taxes. Customer also understands that the Utility 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, Eligo wishes to lower the price per Ccf or Mcf charged to you under this Agreement, Eligo may do so without Customer's consent, provided there are no other changes to the terms and conditions of this Agreement. Customer's Utility may pass through to you any storage, transportation, fuel shrinkage and other charges, which may be variable, related to Eligo's providing retail natural gas service to Customer and any additional or increased fees or charges that are beyond Eligo's reasonable control. These fees and charges may include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining natural gas service or equipment, changes to storage, transportation, fuel shrinkage or other component charges, changes to retail 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, natural gas pipeline company or other regulated service provider. These fees and charges may be passed through to Customer and added to Customer's price.

Right of Rescission: Customer has been enrolled to receive Natural Gas Generation Service from Eligo, Customer will receive a confirmation notice from Customer's Utility. Customer may rescind the Agreement by contacting the Supplier or the Utility and communicate his/her intent, orally or in writing, to rescind the Contract: (1) before the Supplier submits the enrollment request to the electric utility, or (2) within seven (7) business days following the postmark date on the Utility's confirmation notice. Customer may rescind the authorization for release of information at any time.

Term: Service with Supplier will commence with the next available meter reading after the Utility and Supplier process the request. Service with Supplier will renew monthly until the cancellation of this Agreement by either Supplier or the Customer.

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 (maximum allowed by law). The cancellation becomes effective when Customer's new supplier or the Utility completes the change. Cancellation will not relieve Customer of any payment obligations for natural gas provided to Customer by Supplier before cancellation. Customer may make such a cancellation by contacting Supplier or the Utility (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. Supplier may revert Customer to Utility 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.

Billing: Supplier will serve only the supply portion of Customer's natural gas bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. Customer will continue to receive one monthly natural gas bill processed and provided by the Utility in accordance with its billing practices. If the Customer fails to pay their Utility charges or fails to meet any agreed-upon payment arrangement, it may result in the Customer's service being disconnected in accordance with the Utility's tariffs and the Customer's contract with Eligo may be automatically terminated, leading to early termination penalties. In the event of Customer bankruptcy, late payment, or



nonpayment, Supplier has the right to cancel this Agreement.

Collection of Past Due Charges: Utility will remain responsible for collecting late payments, which may include a 1.50% monthly charge of the unpaid balance as a Late Payment Fee.

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, or assigning Customer's Agreement to another supplier. Customer has the right to request from Eligo twice within a twelve-month period up to twenty-four months of Customer's payment history without charge.

Contact Information: In the event of an emergency, Customer should contact the Utility at 1-800-544-6900 (toll free) or Emergency Services at 911. For service matters Customer can call Utility at 1-800-544-6900 (toll-free). For all other inquiries, the Customer may contact Supplier at 1-888-744-8125, Monday through Friday, from 7:00a.m. to 6:00p.m. (Central). For general information, Customer may visit www.eligoenergy.com. Eligo Energy's mailing address is 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.

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 as provided above. The dispute or complaint relating to Customer may be submitted by either party at any time to the Public Utilities Commission of Ohio ("PUCO") pursuant to its Complaint Handling Procedures ("Procedures") by contacting PUCO. If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>, or by writing to the PUCO at: Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215. 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 eight a.m. to five p.m. weekdays, or at <http://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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the Ohio without regard to application of its conflicts of laws and principles.

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

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. Customer has a right to terminate the Agreement without penalty if Customer moves outside the service territory of Utility or within the service territory of a Utility that does not permit portability of the contract.

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, or other regulated service provider, alters to the detriment of Eligo its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Eligo may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation. Before any such price revision, Eligo shall provide 30 days written notice to Customer 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 default service, or request to have its service transferred to another 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.

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

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