

## Terms and Conditions

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1. **What We Agree To Do:** NextEra Energy Services Ohio, LLC (“Supplier”, “us” or “we”) will supply all your gas needs, and Dominion Energy Ohio (Utility), your natural gas utility company, will deliver the gas you buy under this agreement to your home or place of business.

2. **What You Agree To Do:** You agree to pay in full the bill for natural gas and for the Utility’s charges on or before the due date on the bill. You will receive a single monthly bill from the Utility that will include its charges as well as the Supplier’s charges. The Utility’s normal billing standards apply, including budget billing.

3. **Price:** If you choose the Program Price, you agree to pay a price of \$5.23 per Mcf from your January 2022 meter reading date (“Meter Reading Start Date”) until your April 2022 meter reading date. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. After that time, your price may vary. Your variable price may change at any time, but it will not change more than once in a thirty (30) day period. Supplier and NOPEC will determine this price based on many different factors: business and wholesale market conditions, costs to supply natural gas (such as commodity costs, transportation costs, storage costs, balancing fees, losses, risk premiums and other charges as required by related Utility or pipeline tariffs), competitors prices, targeted revenues and profit margins, applicable taxes, and other industry-related charges. Supplier’s current and historical prices are not an indicator of its future prices or a guarantee of cost savings. You may visit NOPEC’s website at [www.nopec.org/optoutletter](http://www.nopec.org/optoutletter) for variable price information.

If you choose the Monthly Variable Price, you will receive a market variable price that will change each month; the price will be \$0.02/Mcf less than the monthly Utility Standard Choice Offer price. Enrollment in the Monthly Variable Price is limited (reference paragraph 15 for certain limitations).

The price includes a fee for the administrative services provided by NOPEC. All prices exclude applicable Ohio taxes and you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing your service. If your business is exempt from Ohio sales tax, and we do not already have a copy of your exemption form, please mail us your exemption form. Without the form, we are required to collect sales tax and the Utility will add applicable taxes to your bill. In the event that any tax included in the price, or related expense, is modified due to legislation or regulation applicable to Ohio natural gas choice, we shall include such modification in our price.

4. **Switching Fee:** You pay no charge to switch your supply to us pursuant to this agreement because Supplier shall pay any applicable initial switching fees as charged by the Utility.

5. **Term:** The Term of this agreement is expected to begin with your Meter Reading Start Date and will continue until your June 2023 meter reading date.

6. **Payment History:** You have the right to request twice within a twelve (12) month period up to twenty-four (24) months of payment history for services provided by Supplier without charge.

7. **Rescission:** Utility will send you a written notice confirming your decision to enroll. You have the right to rescind this agreement without penalty within nine (9) business days of receiving the confirmation letter from the Utility by calling them at 1-800-362-7557.

8. **Eligibility:** This agreement is for residential Utility “choice” and small commercial Utility “choice” accounts consuming less than 500 Mcf per year. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. Customer represents that Customer is not currently under a contract with a competitive retail natural gas supplier. The Supplier reserves the right to void this agreement, without liability, if your account does not meet these eligibility requirements.

9. **Cancellation/Amendments:** You may terminate this agreement at no cost, by written notice to the Supplier or by telephone to Supplier at the address and telephone number for them listed in paragraph 14, but you will not be relieved of your obligation to pay for your supply from us through the date the Utility closes your Account with us. You also have the right to opt-out of the NOPEC aggregation program at least every two years without penalty. Upon 30 (thirty) days written notice to you, Supplier may amend this agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this agreement.

Upon cancellation or expiration of this agreement, you may choose to receive natural gas from the Utility, or enroll with another supplier. This agreement automatically terminates if the requested service location is not served by the incumbent natural gas company, or if Supplier returns you to your incumbent natural gas company’s sales service. Should you fail to pay the bill or meet any agreed-upon payment arrangement, your contract may be terminated by the Supplier and your service may be terminated in accordance with the Utility’s tariff on file with the Public Utilities Commission of Ohio with at least fourteen (14) days written notice, but such termination will not relieve you of your obligation to pay for supply through the date of such termination.

10. **If You Move:** You have the right to terminate this agreement without penalty if you move, but you must pay for your supply from us through the date the Utility closes your Account with us. If you move outside the Utility’s service territory, this agreement will terminate automatically at no cost to you. If you move to a new address in a NOPEC member community within the Utility’s service territory, you may contact the Utility and Supplier and request that, at Supplier’s discretion, your new address be substituted for your old address under this agreement.

11. **Assignment:** Supplier may assign this agreement to an affiliate or third party, in whole or in part, upon thirty (30) days written notice to you subject to any regulatory approvals and NOPEC’s consent, if applicable.

12. **Program Termination:** In the event the Dominion Energy Ohio Choice Program is terminated prior to the end of this agreement, this agreement shall automatically terminate.

13. **Authorization:** You authorize Supplier to obtain information from the Utility that includes, but is not limited to: your billing history, payment history, historical and expected gas usage, meter-readings, and characteristics of gas service. You understand this agreement is under the NOPEC program and authorize Supplier to share your account information with NOPEC. Supplier will not release your account number(s) or social security number without your written consent, unless ordered by PUCO, a court of competent jurisdiction, to our assignee or in connection with its own collections efforts and/or credit reporting.

14. **Customer Inquiries and Disputes:** Supplier’s hours of operation are 24 hours a day. To contact Supplier with questions concerning the terms of service, billing questions, disputes and complaints please call toll-free 1-855-667-3201, 24 hours a day, 7 days a week. You can also write to NextEra Energy Services Ohio, LLC 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [nopeccare@nexteraenergyservices.com](mailto:nopeccare@nexteraenergyservices.com) or fax to toll-free 1-800-238-5679. Please remember to include your account number. Visit us at our website at [nexteraenergyservices.com](http://nexteraenergyservices.com). We will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, you may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit [PUCO.ohio.gov](http://PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers’ Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [pickocc.org](http://pickocc.org). You may also visit NOPEC’s website at [nopec.org](http://nopec.org).

15. **Monthly Variable Price Limit:** The Monthly Variable Price is limited in availability to 3.5% of NOPEC customers in the Dominion Energy Ohio service territory. Once there is no longer availability, customers choosing the Monthly Variable Price will be placed on the Program Price, but these customers may cancel without penalty anytime by providing notice to us. We reserve the right to discontinue enrollment in the Monthly Variable Price at any time in our sole discretion, but customers enrolled prior to such discontinuance will continue to receive the Monthly Variable Price for the Term.

16. **Liability Limit:** THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES, AND NEITHER NEXTERA ENERGY SERVICES OHIO, LLC NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES.

**NextEra Energy Services Ohio, LLC - CRNG Certificate Number 11-200G**