

TERMS OF SERVICE
COMPETITIVE RETAIL NATURAL GAS CERTIFICATE NUMBER 18-641G(1)

Great American Power, LLC. ("GAP") is a supplier of retail electricity and natural gas to Customers in Ohio. GAP is licensed in Ohio by the Public Service Commission of Ohio ("PUCO"), as an Electric & Natural Gas Supplier and is certified by the Federal Energy Regulation Commission. GAP sets the price and charges that you pay for natural gas. PUCO regulates distribution prices and services. The Utility will continue to read your meter and bill for supply services. Our corporate offices are located at 2959 Cherokee St, Ste. 202, Kennesaw, GA 30144.

1. Term: This Agreement will be in effect for the service address as specified in your Contract Summary as of the date accepted by us. The Utility determines your ultimate service switch date, and the pricing indicated here will begin at that time. We will begin providing your natural gas supply on the date that the Utility determines as the service switch date. Switching your service or rate may take up to 2 billing cycles. The Contract Summary includes information on the rate plan and the term you have chosen.

For Variable Rate Plans, this Agreement shall be for the term you agree to as shown on your Contract Summary and shall continue on a month-to-month basis until either party provides at least 15 days prior notice.

For Fixed Rate Plans, your Initial Term is the initial term that is specified in your Contract Summary.

2. Price: The Price is as defined in the Contract Summary: you agree to pay GAP the total supply charge based on the rate plan you accepted and as specified in your Contract Summary. This charge includes your natural gas supply charges, but does not include applicable taxes and charges from your natural gas Utility (including, but not limited to, the Transition Rider or similar charge, if applicable) and any other fees identified in the Contract Summary (including, but not limited to, daily or monthly fees).

For Variable Rate Plans and during your Automatic Renewal Term you will be charged the rate in effect at the time of your enrollment or start of your Renewal Term or the introductory rate as specified in your Contract Summary for at least one billing period, or the introductory Term provided in your Contract Summary. Thereafter, the rate will be set by us each month based on our evaluation of a number of factors that may include the wholesale cost of natural gas in the Utility area including ancillary services, transmission, line losses, capacity, storage costs, publicly available competitor pricing, strategic business objectives, customer retention or attrition, market volatility or uncertainty, anticipated customer usage, weather, supply congestion, infrastructure issues, legal or regulatory issues, profit margin and other costs incurred related to the procurement of natural gas. We may also evaluate the recovery of extreme spot market supply cost changes. **This list of factors is not exhaustive and no single factor will determine the rate. Some factors may be estimated or projected and the factors considered may be weighed differently each month. For these reasons, the variable rate may not correlate with changes in the wholesale market prices or your local Utility's rates or other suppliers' rates.** If there is a Rate Cap identified in your Contract Summary, it will determine any limitation on the month to month change of your Variable Rate Plan. If there is no Rate Cap description in your Contract Summary, then there is no limit on how much the price may change from month to month.

For Fixed Rate Plans, you will be charged at the rate and for the number of months as specified in your Contract Summary.

3. Sales Tax Exemption: GAP is obligated by law to bill for and collect sales tax. If you are exempt from sales tax, it is your responsibility to submit a sales tax exemption form to GAP before any exemption can be applied.

4. Billing: Your Utility will provide a consolidated bill that will include both Utility charges and GAP's charge for competitive retail natural gas service. Charges for your retail natural gas service will be due and payable when your Utility bill is due at the billing address provided in your Utility bill. You acknowledge that the Utility may provide us with your billing and payment information. You agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of power and energy ser-

vices provided by us under this Agreement. Supplying you under this Agreement is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will also still be billed additional charges by your Utility as described in Section 2. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of natural gas to you during the term of this Agreement.

We will notify you if any new taxes are imposed, or any new or increased fees or other charges are imposed. GAP reserves the right to change billing methods. You have the right to request twice within a 12-month period up to 24 months of your payment history with GAP, free of charge.

5. Right of Rescission: Under PUCO rules, you have seven (7) business days following the postmark date on the Utility's enrollment confirmation notice to rescind the Agreement either by (i) calling the Utility at the designated toll-free or local telephone number provided on such notice or (ii) providing written notice to the utility to the address provided in the notice. You will be able to rescind, without charge, penalty or liability, the decision to select GAP as your natural gas supplier if notice is given within the rescission period. Upon receipt of the notice, your Utility will give you a cancellation number to verify the election to rescind during the rescission period.

6. Early Cancellation Fee: If this Agreement is terminated prior to the end of the initial Term you may be subject to cancellation penalties as outlined in the Contract Summary.

7. Contract Renewal: **THIS AGREEMENT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION.** Unless otherwise indicated in your renewal notice, upon completion of the initial Term, this Agreement will automatically renew with a Variable Rate renewing month-to-month (the "Automatic Renewal Term") unless cancelled or renewed by you or GAP, with thirty (30) days notice prior to the expiration of the initial Term. For Fixed Rate Plans only, GAP will send a renewal notice at least forty-five (45), but no more than ninety (90) days prior to the contract renewal date explaining the terms and options you have as a Customer. To cancel you may contact your Utility or GAP.

8. Initiation of Service: THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE GREAT AMERICAN POWER TO CHANGE YOUR COMPETITIVE RETAIL NATURAL GAS SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE GREAT AMERICAN POWER TO UNDERTAKE WHATEVER STEPS MAY BE NECESSARY TO ACCOMPLISH YOUR SWITCH. YOUR UTILITY MAY CHARGE A SWITCHING FEE WHEN PROCESSING YOUR REQUEST TO CHANGE SUPPLIERS. GAP will begin providing retail natural gas service to you on the next applicable meter read date after the Utility processes your enrollment and your service will continue throughout the term of this Agreement. The Utility will notify you of the date on which your retail natural gas service from GAP will begin. GAP's retail natural gas service will continue to be delivered to your residence by your Utility as they do now. GAP's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer eligible for consolidated

billing throughout the term under Residential Service rate class ("RS" or as otherwise labeled by your Utility) or Small Commercial rate class ("DM" or "DS" or as otherwise labeled by your Utility).

9. Information Release Authorization: You authorize GAP to obtain and review information regarding your credit history from credit reporting agencies and your consumption history, billing determinant, and credit information from the Utility. This information may be used by GAP to determine whether it will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. GAP is prohibited from disclosing your social security number and/or account number(s) without your consent except for GAP's collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Ohio Revised Code, or assigning your contract to another energy supplier. Your enrollment shall be deemed to represent your authorization for the release of this information to GAP. This authorization will remain in effect during the Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to GAP, or calling GAP at 1-877-215-4140. GAP reserves the right to cancel this Agreement on fifteen (15) calendar days' notice in the event you rescind such authorization. If you provide an email address to GAP, you authorize GAP to send you notifications regarding your account, special offers, or other communication regarding your energy supply. You have the right to opt out of email communication at any time by notifying us by phone or email.

10. Participation in PIPP and Credit Arrearage Programs: Participation in the Percentage of Income Payment Program ("PIPP") administered by the Ohio Department of Development or a credit arrearage program administered by your Utility may affect your eligibility to take service from a competitive retail natural gas service provider. You represent that you are not currently approved for or enrolled in PIPP or any such Utility program. If you become approved for either the PIPP or your Utility's arrearage crediting program while taking service under this Agreement, you must advise us and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date.

11. Budget Billing: GAP does not offer budget billing for the generation portion of the bill.

12. Collection of Past Due Charges: GAP will pass through to you all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

13. Price Comparison: Please note that the Utility's standard offer rates likely will change from time to time and therefore GAP cannot guarantee savings compared to the Utility's standard offer rates during the term of this Agreement or any renewals. If savings were promised to you, such savings were calculated against the Utility's standard offer Residential Service rate ("RS" rate or as otherwise labeled by your Utility) or the Small Commercial rate ("DS" or "DM" or as otherwise labeled by your Utility) as of the date of this offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Agreement and that any savings we show are not guaranteed for the entire term of this Agreement or for any renewals.

14. Cancellation for Nonpayment: If your natural gas service is terminated by your Utility, or GAP receives notice from your Utility that you are delinquent in payments for sixty (60) days, or more, then this Agreement will be cancelled on the date that your natural gas service is terminated, or upon fifteen (15) days written notice from GAP of its intention to cancel under this Section. You will be subject to all applicable Penalties and Fees as described in this Agreement, including sections 6 and 12.

15. GAP's Right to Cancel Service: GAP reserves the right to cancel this Agreement (i) if your Utility is unable to read your meter for three (3) months or more in a row; (ii) if at any time you request separate bills from your Utility and GAP; (iii) if the Utility removes you from their consolidated billing program and requires that GAP bill you separately for your natural gas supply; (iv) if

at any time the Utility identifies a load profile that differs from the class of customer the price was quoted for; or (v) if your Utility identifies your account as ineligible or no longer eligible to shop for a retail provider. GAP may exercise its rights under this Section at any time after one or more of the above events occur. You agree to pay for the services provided by GAP through the date you are switched to another supplier or returned to the Utility for service; however, if GAP exercises its right to cancel under this Section, you will not be subject any Cancellation Fees, if applicable. The Utility determines the service end date after GAP gives notice to the Utility of the service cancellation. We will notify you of the cancellation of this Agreement at least fifteen (15) days prior to the effective date of cancellation.

16. Cancellation or Transferring Service as a Result of Relocating: GAP and you will have the right to cancel this Agreement if you relocate to a service location that is: (i) outside your local Utility's service territory; (ii) not served by your local Utility; or (iii) outside GAP's service territory. If this Agreement is cancelled pursuant to the preceding sentence, you will not be charged an early cancellation fee. If you wish to transfer service, you must first call GAP's Customer Service at the toll-free telephone number set forth in Section 17, and then your Utility, before you relocate, to determine if your account will be eligible for a service transfer.

17. Contact Information: You may contact GAP's Customer Service Center at 1-877-215-4140 Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). You may write to GAP at: Great American Power, LLC, PO Box 1627, Kennesaw, GA 30156, or email Service@GreatAmericanPower.com.

18. Limited Time Offer/Eligibility: This Price and any Special Terms are only valid for the Contract Term of this Agreement, beginning at Service Start Date provided by your Utility. If there is a break in service for any reason, GAP will not be obligated to extend this Agreement to accommodate the break in service, nor will it be obligated to continue providing the Price or any Special Terms beyond the original expiration date of this Agreement.

19. Special Terms: We may provide rewards, rebates, or other incentives based on your meeting specific criteria, or selecting certain offers that will be defined as Special Terms in your Contract Summary, or which will be identified in an alternate notice or message ("Special Terms Notice"). Upon your meeting the conditions specified in the Special Terms section of your Contract Summary, or Special Terms Notice, we will process and provide to you the reward, rebate, or incentive within the timeframe specified either in the Special Terms section of your Contract Summary, or in the Special Terms Notice. If you enroll or renew on a plan that includes our Shopping and Dining Rewards Program, you will be able to accumulate points only so long as your service is uninterrupted with GAP. If there is an interruption of service, any unused points will be forfeited, and you will cease accumulating new points each month, at that time.

We **may** also provide discounts to active US military and reserve personnel, honorably discharged veterans, and surviving spouses. In the event that you enroll on or select a price plan offer that includes a military discount, you must provide adequate and acceptable proof of eligibility including but not limited to military ID or discharge documentation. GAP may request this proof of eligibility from time to time while you are GAP's customer and are billing on a price plan with a military discount. Failure to provide adequate proof of eligibility at any time will result in the loss of this discount. The military discount is only available for a single primary residence and is not available for commercial accounts. The military discount is only available for eligible customers on certain offers and cannot be combined with any other discount or promotion.

20. Dispute Resolution: In the event of a residential billing dispute or a disagreement involving GAP's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact GAP by telephone or in writing as provided above. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If your complaint is not resolved after you have contacted GAP 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>. 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>.

21. Emergencies and Power Quality: The Utility will continue to be responsible for distribution of natural gas and for, supply shortages, power quality and any emergencies including, but not limited to, natural gas leaks. You will hold GAP harmless in the event of a loss of power or supply shortage caused by any entity other than GAP. If you have a natural gas emergency, suspect a natural gas leak or experience a reduction in power quality, you should contact the Utility at its emergency number.

22. Notices: All Notices and similar correspondence will be in writing and delivered as specified in this Agreement to both you and to GAP, as applicable, by regular mail, electronic mail, courier, or facsimile. If by regular mail, Notice is effective three (3) days after the postmark date. If by courier or expedited mail, Notice is effective when delivery is confirmed by the carrier. If by electronic mail or facsimile, Notice is effective upon delivery.

23. Assignment: You may not assign your interest in and obligations under the Agreement without the express advance written consent of GAP. GAP may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any Agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUCO rules and procedures, if any, governing such transactions.

24. Taxes and Laws: Except as provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

25. Force Majeure: Force Majeure means an event or circumstance not reasonably within the control of or due to the negligence of GAP, including without limitation acts of God, accidents, strikes, labor disputes, required maintenance work, inability to access the Utility system, nonperformance by the Utility, cuts to service lines, changes in laws, regulations or practices and procedures of any governmental authority or any other cause beyond the reasonable control of GAP. GAP will endeavor in a commercially reasonable manner to provide service, but cannot guarantee a continuous supply of natural gas. Force Majeure events may result in interruptions in service to you. GAP does not produce, transmit or distribute the natural gas provided to you under this Agreement and therefore will not be liable for any damages whatsoever for any interruptions in service or supply shortages.

26. Limitations of Liability: LIABILITY FOR DAMAGES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OR RESPONSIBILITY OF ANY LIABILITY OR DAMAGE.

27. Indemnity: You are responsible for, and will immediately indemnify GAP against, any and all loss or damage resulting from: (i) your failure to fully comply with this Agreement; or (ii) your use or misuse of natural gas after it is delivered to you.

28. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflicts of law principles which otherwise might be applicable.

29. Representations and Warranties: The natural gas supplied by GAP under this Agreement will be purchased from a variety of sources. GAP

makes no representations or warranties other than those expressly set forth in this Agreement. GAP expressly disclaims any warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

30. Miscellaneous Provisions: This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it 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 from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of GAP's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement.

31. Entire Agreement and No Third-Party Beneficiaries: This Agreement, including these Terms of Service, constitute the entire Agreement for the purchase of natural gas supply, as applicable, between you and GAP. This Agreement takes the place of any and all prior Agreements and understandings, oral or written, regarding GAP supplying natural gas to you. There are no third-party beneficiaries to this Agreement.