

## GENERAL TERMS AND CONDITIONS

In this context, "you" and "your" specifically refer to the Customer, and "we" and "us" denote Eastern PNG, unless otherwise explicitly stated by the context.

**1. Natural Gas Purchase and Sale Agreement:** Based on the completed Enrollment Form and these General Terms and Conditions, which together form the "Agreement", you agree to buy all of your natural gas exclusively from us, and we commit to taking all reasonable steps to supply, or ensure the supply of, your natural gas needs at the agreed price for the specified accounts ("Account(s)") on your enrollment form. By entering into this Agreement, you authorize us to a) enroll your Account(s) with your Utility to facilitate our supply; b) merge your Account(s) with those of other Eastern PNG customers or its affiliates; c) gather and receive from your Utility any usage and other relevant data about the Account(s); and d) form any necessary agreements with your Utility under its tariff to aid the supply to the Account(s). You will work with Eastern PNG to guarantee the timely enrollment of your Account(s). You provide us with the discretion to select the source of your natural gas. Your Utility will remain responsible for the natural gas delivery and for providing billing and other services. You acknowledge that the delivery service is regulated by your Utility's tariff. The supply of natural gas under this Agreement hinges on our confirmation of the accuracy of the information you have supplied, including your natural gas usage and details of the Account(s), and on the Utility's approval to enroll your Account(s).

**2. Duration of the Agreement:** The term of this Agreement activates upon your enrollment completion with the Utility, designating Eastern PNG as your natural gas supplier, mindful of your rescission rights outlined in the "Customer's Rescission Right" section. After successful enrollment of your Account(s), our natural gas supply begins from the first Utility meter reading subsequent to your service switch to Eastern PNG ("Start Date"), expected in October 2024 (for the November 2026 billing cycle). The initial term for supplying your Account(s) will span 24 billing cycles, concluding in September 2026 (with the October 2026 billing cycle). If the City of Marietta, OH Natural Gas Pricing Program is extended beyond this period with Eastern PNG as the supplier, this Agreement will automatically renew according to the terms of the new City of Marietta, OH Natural Gas Pricing Program. Eastern PNG will provide a renewal notice that includes, among other updates, information on the new City of Marietta, OH Natural Gas Pricing Program. Should you choose not to continue under the new terms, you can terminate this Agreement as described in Section 4. Without cancellation from you, this Agreement will renew, incorporating any changes to the General Terms and Conditions for the duration specified in the renewal notice.

**3. City of Marietta, OH Natural Gas Pricing Program and Agreement Duration:** Upon enrolling with the Utility, designating Eastern PNG as your supplier, this Agreement commences and is set to start in October 2024. It covers an initial term of 24 billing cycles, concluding in September 2026. Throughout this period, you will be charged a fixed rate of \$3.85 per Mcf. This arrangement appoints the City of Marietta, OH as your authorized agent for natural gas supply pricing decisions, granting the City exclusive rights to make these decisions on your behalf while the Agreement is active. The fixed price includes all associated interstate pipeline charges necessary for gas delivery to the Delivery Point and administrative costs and fees. In addition to this fixed price, you will also be liable for the Utility's service charges. If the City of Marietta, OH Natural Gas Pricing Program extends beyond September 2026 with Eastern PNG remaining as the supplier, this Agreement will automatically renew under the new program terms. Eastern PNG will issue a renewal notice with details of the new program and any changes. If you decide against continuing the service, you may terminate the Agreement as outlined in Section 4. Without termination from your side, the Agreement will automatically renew, applying any changes to the General Terms and Conditions as specified in the renewal notice.

**4. Termination Rights:** You have the right to terminate this Agreement at any time and for any reason without facing any penalties, by notifying Eastern PNG of your decision. Please be aware that after initiating the termination, it may require one to two billing cycles beyond the current one for the cancellation to take effect, as the cancellation effective date aligns with your Utility's operational guidelines. Non-payment of any Utility bill or failure to adhere to any payment agreement can result in the automatic termination of your service and this Agreement, following the Utility's tariff rules. Moreover, this Agreement will conclude if: (1) the service location requested does not fall under the Utility's coverage, (2) you relocate outside the Utility's service region or to an area not serviced by Eastern PNG, (3) Eastern PNG transitions your account back to the Utility's sales service due to our termination of this agreement, or (4) you opt to cancel your enrollment with us, leveraging your rescission right detailed subsequently. If you move out of the Utility's service territory, you are entitled to end this Agreement without incurring any penalties.

**5. Right to Rescind Enrollment:** After your enrollment is processed, the Utility will dispatch a confirmation letter to you, indicating the transition of your supply service to Eastern PNG. From the postmark date on the Utility's confirmation letter, you will have a seven (7) day window to rescind your enrollment without facing any penalties. You can cancel by either calling the Utility's toll-free number listed in the confirmation letter or by sending a written notice to the Utility. The cancellation will be considered effective from the date of the postmark on your written notice.

**6. Billing Details:** Your monthly bill will be issued by the Utility, covering all charges related to your natural gas consumption. This

includes the rates established in this agreement, any applicable taxes (which are directly passed on to you), along with all relevant Utility customer charges and franchise fees. If we consider it necessary for streamlined billing, you grant us the permission to serve as your payment agent. Additionally, you are entitled to request a record of your payment history for up to twenty-four (24) months for services provided by Eastern PNG, at no extra cost.

**7. Transition Fees:** Should there be a fee for transitioning your natural gas supplier to Eastern PNG, as per the Utility's tariff, Eastern PNG commits to covering this cost. There will be no additional switching fees imposed by Eastern PNG itself. However, if you choose to revert to the Utility's service after having switched to a competitive supplier, be aware that the rate applied may differ from the Utility's standard regulated sales service rate.

**8. Customer Support:** Should you have any inquiries or concerns regarding our services, please reach out to our Customer Care team. You can call us toll-free at (877) 799-3637, available from 9:00 a.m. to 5:00 p.m. Eastern Time on weekdays, email us at [info@easternpng.com](mailto:info@easternpng.com), or send a letter to Eastern Power and Gas, LLC, 2118 Avenue U, Brooklyn, New York, 11229. If your issue remains unresolved after contacting Eastern PNG, or for further information about utilities, the Public Utilities Commission of Ohio ("PUCO") is at your service. You can call them at (800) 686-7826 (toll-free) or use TTY at (800) 686-1570 (toll-free) between 8:00 a.m. and 5:00 p.m. on weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov). Additionally, residential customers have the option to seek help from the Ohio Consumers' Counsel regarding complaints and utility concerns at (877) 742-5622 (toll-free), available from 8:00 a.m. to 5:00 p.m. on weekdays, or online at [www.pickocc.org](http://www.pickocc.org).

**9. Definitions:** The term "Delivery Point" is used to describe any and all points where your Utility's transmission and/or distribution systems connect with those of a third-party pipeline providing natural gas to the Utility. "Taxes" refers to all forms of taxes, duties, fees, levies, premiums, or other charges, whether direct or indirect, related to the sale, purchase, or delivery of natural gas. This includes all interest, penalties, or additional amounts that may be imposed, covering but not limited to gross receipts, sales, consumption, use, value-added, per Mcf, commercial activity, or any other kind of privilege tax, as well as any other taxes imposed by any government entity, effective as of the date of this agreement or enacted thereafter. The "Utility" signifies your local natural gas distribution utility, which owns, controls, and is responsible for maintaining the distribution system necessary for the delivery of natural gas to the Account(s).

**10. Notice Requirements:** Notices required under this agreement must be in written form and can be delivered either by hand, through first-class mail, or via express delivery services to the business addresses specified by each party. Both parties reserve the right to change their notification address by providing written notice to the other party in accordance with the procedures outlined in this section.

**11. Adjustments for Regulatory and Market Changes:** Should any modifications or introductions of laws, rules, regulations, ordinances, statutes, judicial decisions, administrative orders, Utility tariffs, or similar directives result in an increase in our costs under this Agreement, we reserve the right to adjust and pass on these increased costs to you. The alterations referenced in this section have the potential to influence any or all of the charges outlined in this Agreement.

**12. Force Majeure:** Should unforeseen circumstances beyond the reasonable control of either party prevent either from fulfilling their obligations under this Agreement, the affected party is excused from those obligations until the situation is remedied. Such circumstances include natural disasters, military conflicts, acts of terrorism, labor disputes, governmental or utility emergencies, restrictions from legal or governmental actions, or disruptions in the natural gas supply chain. This provision does not excuse delayed or missed payments for natural gas that has already been supplied. Both parties agree to promptly inform each other of any directives from pipelines or utilities that affect operational flow or supply and to adhere to such directives as required.

**13. Transfer of Natural Gas and Liability:** Natural gas will be delivered to the designated Delivery Point. Upon reaching the Delivery Point, ownership and the risk associated with the natural gas pass to you, making you responsible for all subsequent transmission, distribution, and related costs, including Taxes and other applicable fees, for the final delivery to and usage at the facilities associated with the Account(s). While we are responsible for coordinating the delivery of natural gas through your Utility, we are not liable for issues controlled by the Utility, such as pipeline and system maintenance, service disruptions, quality, or meter readings.

**14. Restrictions on Liability:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, OWNERS, OFFICERS, OR DIRECTORS BE HELD LIABLE FOR INDIRECT, EXEMPLARY, SPECIAL,

INCIDENTAL, OR PUNITIVE DAMAGES, SUCH AS LOST PROFITS OR LOST OPPORTUNITIES. The total liability of each party in connection with this Agreement, whether due to breach of contract, tort, strict liability, or any other cause, shall be strictly limited to direct, actual damages. Both parties commit to exerting commercially reasonable efforts to minimize any damages they might sustain. EASTERN PNG MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM THIS AGREEMENT.

**15. Legal Governance and Jurisdiction:** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, EXCLUDING ITS CONFLICT OF LAW RULES. BOTH PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN OR INITIATE CLASS ACTION LAWSUITS REGARDING ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS THAT ARISE DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE TRANSACTIONS IT INVOLVES.

**16. Nature of the Partnership:** Our role under this Agreement is that of an independent contractor; this Agreement does not create a joint venture, fiduciary relationship, partnership, or any form of joint enterprise between us. You acknowledge that your decision to enter into this Agreement and any evaluations regarding the merits or drawbacks of any particular product or service, forecasts of future energy prices, or any other considerations under this Agreement have been made independently, without reliance on any information or representations from us. Your decision to engage in this Agreement and any subsequent decisions or actions are based solely on your own analysis or that of your advisors, not on any assurances or statements provided by us. It is important to note that the program selected does not ensure any specific pricing benefits or savings.

**17. Protection of Confidential Information:** In alignment with relevant regulatory guidelines, we commit to maintaining the confidentiality of all information received from you concerning your energy usage patterns and characteristics during the service provision under this Agreement, except for permissible disclosures to our affiliates (with the exclusion of Baltimore Gas & Electric, due to its status as a regulated utility) and their respective employees, agents, advisors, and contractors. Apart from essential disclosures required for account operation, maintenance, assignment, transfer, compliance with legal orders from courts or the Public Utilities Commission of Ohio (PUCO), or adherence to PUCO regulations, we will not share your account details or, except where necessary for credit assessment and reporting, your social security number, without obtaining your explicit written authorization beforehand.

**18. General Terms and Conditions:** Our failure to notify or object to your default does not waive the default or any subsequent defaults. Should any part of this Agreement be deemed legally invalid, the remaining sections remain enforceable, with substitute provisions reflecting our mutual intentions replacing any invalid segments. You cannot assign or transfer your rights or obligations under this Agreement without our express written consent, and any attempt to do so will be null and void. We may transfer our obligations to another qualified gas supplier, with prior written notification to you. This Agreement is comprehensive, overriding any prior discussions or agreements on this subject matter, and cannot be contradicted by previous agreements. A faxed signature from you is considered equivalent to an original. Amendments to this Agreement require signatures from both parties to be valid. Certain provisions, including those concerning billing, liability limits, and dispute resolution, will persist beyond this Agreement's termination. We reserve the right to offset any due amounts between us under this or any other agreement. Under the U.S. Bankruptcy Code, this Agreement qualifies as a "forward contract" and Eastern PNG as a "forward contract merchant." We do not offer commodity interest advice under the U.S. Commodity Exchange Act ("CEA"), ensuring our activities do not classify us as commodity trading advisors. Your engagement in this Agreement aims at managing price volatility and budgeting for natural gas procurement, not speculation, affirming your status as an "eligible contract participant" under the CEA. Any terms from purchase orders or modifications you propose to this Agreement's preprinted terms are null unless explicitly agreed upon in writing by us.

**IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY DIRECTLY AT:**

<b>Utility Name</b>	<b>Utility Abbreviation</b>	<b>Contact Number</b>
Dominion East Ohio/Enbridge Gas Ohio	DEO/EGO	(800) 362-7557