

My Natural Gas Supply Contract with IGS Energy®

RESIDENTIAL/SMALL COMMERCIAL SALES AGREEMENT - FORM FNFN-569-I12MV-TF100-COM

Term Box

Price:	Fixed price of \$0.XXX per CCF.	Additional Service(s): Inside Gas Line Protection from IGS Home Warranty (See addendum for details)		
Term:	Continues through 12 billing cycles. (Primary Term)	Renewal:	At the end of your Primary Term, this Agreement will automatically continue on a month to month basis at a month to month variable price.	
Cancellation Process:	You may rescind this Agreement without a cancellation fee within three (3) business days of receipt of this Agreement by contacting IGS Energy at 1-800-720-0875. You may cancel this Agreement after the rescission period, subject to applicable cancellation fees, by providing IGS Energy with notice of cancellation. Either party can also cancel at any other time by providing notice to the other. The timing of when you will be removed from IGS Energy service is determined by the utility guidelines on cancellation.		Cancellation Fee:	\$XXX
Late Payment Fee:	IGS Energy does not charge late payment fees. The utility performs the billing on our behalf; therefore, you may be subject to late payment fees from the utility.	Guaranteed Savings:	This is a fixed price contract for the initial term, so there is no guarantee of savings.	

Term: The Primary Term of this agreement ("Agreement") will begin with the first billing cycle your enrollment or rate change is confirmed with [utility name] your local distribution company (the "utility") and shall continue through the billing cycle stated in the Term Box. Upon completion of the Primary Term this Agreement will automatically renew on a month-to-month basis thereafter (at the same terms herein, excluding pricing). Renewal pricing will be as detailed under Pricing, Billing and Termination, below. IGS Energy (Interstate Gas Supply, Inc.) will provide Customer written notice in advance of the renewal date of any other material changes to the terms and conditions, or other information, if any.

Pricing, Billing, and Termination: Unless otherwise agreed to in writing, the price for all gas sold under this Agreement beginning with your initial billing cycle through your Primary Term shall be the price stated in the Term Box, plus all applicable taxes and any applicable utility charges. After your primary term expires your price will automatically continue on a month-to-month variable rate that will be created by taking the applicable monthly closing NYMEX settlement price and adding an amount not to exceed \$0.590 per CCF, plus applicable taxes at the delivery point. No less than 30 days nor more than 60 days prior to the expiration of the Primary Term IGS Energy will provide you notice that your Agreement is converting to a month-to-month variable rate. If you cancel this agreement after the rescission period but before the end of the Primary Term you may be subject to the cancellation fee stated in the Term Box. Cancellation notices provided after the utility's deadline may result in additional month(s) of service with IGS Energy as all cancellations are subject to utility guidelines and tariffs. IGS Energy reserves the right to lower my price at anytime and return it to the previously noticed price, without notice to you. IGS Energy will invoice through the utility, pursuant to the utility meter-reading and billing schedule for volumes as measured by the utility. Since IGS Energy sells your receivable to the utility, the utility rules apply regarding late payment fees (currently 1.5% per month), returned check charges (currently \$20.00 per returned check) and in the event of failure to remit payment when due including commodity charges, **the utility will have the right to terminate commodity service and to seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA").** If you disagree with disconnection, you can contact the New York Department of Public Service ("DPS") at **1-800-342-3377**.

Assignment. You may not assign your interests in and obligations under this Agreement without the express written consent of IGS Energy. IGS Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

You authorizes IGS Energy to obtain and review information regarding your credit history from credit reporting agencies, and the following information from the UTILITY: consumption history; billing determinants; credit information; public assistance status; general account information; existence of medical emergencies, status as to whether you have a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by IGS Energy 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. Your execution of this Agreement shall constitute authorization for the release of this information to IGS Energy. This authorization will remain in effect during the Primary Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to IGS Energy or calling IGS Energy at 1-800-720-0875. IGS Energy reserves the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections: The services provided by IGS Energy to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA for residential customers). In addition to this Agreement, for non-residential Customers (as defined by the DPS/utility), the Non-Residential Regulations enforced by the DPS may also be relevant. For both residential and non-residential Customers, except in instances where service is discontinued as a result of disconnection by the utility, IGS Energy will provide at least fifteen (15) calendar days notice prior to any cancellation of service by IGS Energy to you. In the event of non-payment of any charges owed to IGS Energy, whether payment is due to the UTILITY or IGS Energy directly, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York State Department of Public Service ("DPS"). **Residential and Non-residential Customers are subject to disconnection by the utility for non-payment of IGS Energy fees.** Customer may obtain additional information by contacting IGS Energy at 1-800-720-0875. The services provided by IGS Energy to Customer are governed by the terms and conditions of this agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving IGS Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact IGS Energy by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: "http://www.dps.ny.gov/complaints" www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Cancellation: Residential Customers may rescind this Agreement, without a cancellation fee, within three (3) business days of receipt of this Agreement with IGS Energy, by contacting IGS Energy at 1-800-720-0875 or in writing. Thereafter, you may cancel the contract subject to applicable termination fees, although the timing of when you will return to utility service is based on utility guidelines. IGS Energy also has the right to cancel this Agreement without penalty or a termination fee. If notice of cancellation is not given at least 15 days prior to the next scheduled meter reading, the customer may request a special meter reading, which is typically subject to a service charge. To cancel this Agreement and return to utility service you can notify either IGS Energy or the utility in writing or by telephone. In the event of a cancellation or termination of this Agreement after the residential or non-residential you have switched to IGS Energy and a special meter reading is not requested, it may take up to ten (10) weeks for you to return to the utility for commodity supply service, and you are liable for all IGS Energy charges until you switch to the utility or another supplier. Regarding invoicing for reported volumes, a final bill should be rendered within twenty (20) days after the final scheduled meter reading by the utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Pursuant to HEFPA, your distribution service may be suspended if you fail to pay IGS Energy's outstanding charges. With disconnections, HEFPA provides that you can contact the DPS at 1-800-342-3377 for disputes regarding shutoffs or disconnection of service.

Agreement to Sell and Purchase Energy: IGS Energy agrees to sell and deliver and you agree to purchase and accept the quantity of natural gas necessary to meet your requirements based upon

consumption data obtained by IGS Energy or the delivery schedule of the utility. The amount of natural gas delivered is subject to change based upon data affecting consumption obtained by IGS Energy or the utility's delivery schedule. Since this agreement is intended for residential and small commercial users, IGS Energy reserves the right not to enroll or to discontinue service at any point to customers that consume more than 50,000 ccf per year, without penalty to either party.

Dispute Resolution: In the event of a billing dispute or a disagreement involving IGS Energy's service, the parties will use their best efforts to resolve the dispute. **For Residential Customers, the services in dispute are protected where applicable by HEFPA (as noted above under Consumer Protections you can call 1-800-342-3377), and any action taken by IGS Energy must conform to HEFPA protections for Customer.** You should contact IGS Energy in writing at P.O. Box 9060 Dublin OH 43017, or by telephone at 1-800-720-0875. For Residential Customers, if the dispute is not resolved within 45 days, it may be submitted by either party to the DPS pursuant to its Complaint Handling Procedures ("Procedures"). **The services provided by IGS Energy to Customer are governed by the terms and conditions of this agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving IGS Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact IGS Energy by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: HYPERLINK "http://www.dps.ny.gov/complaints" www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.**

Residential Customers shall remit payment as required under the Procedures during the pendency of the dispute, and such payment shall be refunded if warranted by the DPS decision. Non-Residential Customers must pay the bill in full, except for the disputed portion, during the pendency of the dispute. For Non-Residential Customers, if the parties cannot resolve the dispute within forty-five (45) days, either party may avail itself of all remedies available under law or equity. Notwithstanding anything to the contrary herein, for Non-Residential Customers, the parties acknowledge and agree that the utility is responsible for reading the customers meter and metered volumes are removed from IGS' pool according to utility readings or estimates, and as a result, volume disputes are to be pursued with the utility and invoices are to be paid in full for all volumes and seek a remedy from the utility. To the extent the utility makes a volume adjustment resulting from a Customer dispute and you have paid for those volumes, such adjustment shall be passed on to you.

Agency: You hereby appoint IGS Energy as agent for the purposes of acquiring the supplies necessary to meet its natural gas needs, arranging, contracting for and administering transportation, transmission and related services over interstate facilities and those of the utility needed to deliver natural gas to the your premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title: All natural gas sold under this Agreement shall be delivered to the utility at a location considered the "Point of Delivery", and shall constitute the point at which title transfers and the sale occurs. IGS Energy will indemnify and hold harmless you from all taxes, royalties, fees or other charges incurred with respect to the natural gas before title passes.

Warranty: This Agreement, including applicable attachments, makes up the entire Agreement with IGS Energy. IGS Energy makes no representations or warranties other than those expressly set forth in these Terms and Conditions, and IGS Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure: IGS Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of IGS Energy ("Force Majeure Events") may result in interruptions in service. IGS Energy will not be liable for any such interruptions caused by a Force Majeure Event. IGS Energy does not transmit or distribute natural gas. Therefore, IGS Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the utility including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority or any cause beyond IGS Energy's control.

Liability: The remedy in any claim or suit by you against IGS Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either IGS Energy or you be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

IGS Energy Contact Information: You may contact IGS Energy's Customer Service Contact Center at 1-800-720-0875, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change), or write to IGS at: P.O. Box 9060 Dublin OH 43017.

Choice of Laws: Venue for any lawsuit brought to enforce any term or condition of this agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws: Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to customer's performance of its obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Emergency Service: In the event of a gas leak, service interruption or other emergency regarding your natural gas service, you should immediately call the UTILITY at [utility 800 number] and emergency personnel. You may then call IGS at: 1-800-720-0875.

Parties Bound: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

[FIRST] [M.I.] [LAST]
[STREET ADDRESS]
[CITY], NY [ZIP]

[Month] [Day], [Year]

Dear [First] [Last],

Thank you for signing up for natural gas supply with IGS Energy! As part of your plan, you will also receive Inside Gas line protection from IGS Home Warranty (an affiliate of IGS Energy) for no additional charge! This provides you with up to \$2,000 of protection each year to keep things running smoothly.

This letter contains the important details of your protection, including your schedule page and the service agreement. Please review these documents carefully, as they outline the terms and conditions of your protection.

Now, here's what you can expect:

- Your Inside Gas line protection will be effective as of [20 days after enrollment].
- This is a *complimentary* plan paid for by IGS Energy. You will not receive a bill or monthly charges for Inside Gas line protection as long as you remain enrolled on an eligible energy commodity with IGS Energy.
- Check out IGS.com/signup to discover more ways to source and manage your energy while you protect the lines and systems that deliver it.

If you have any questions, we're here to help. Just give us a call at 877.275.8197 or email us at CustomerSupport@IGS.com.

Thanks!

IGS Customer Care – Home Warranty

Schedule Page

Please Note: There will be a \$0.00 administrative charge per service call.

INSIDE GAS LINE PROTECTION	
PROTECTED ADDRESS:	CONTRACT ID: [XXXXXXXX]
[STREET ADDRESS] [CITY], NY [ZIP]	TERM: (As long as you remain enrolled in an eligible IGS Energy Gas contract)
	CHARGE PER TERM: \$0.00 (Paid for by IGS Energy)
QTY PRODUCT	
1	INSIDE GAS

To request service: Please contact us at **877.275.8197**