



1 - 1 - 0123456 - (12282220) - Agg-Test
TEST CUSTOMER
Or Current Resident
6100 EMERALD PKWY
DUBLIN OH 43017



January 27, 2020

Dear Resident or Small Business Owner:

IGS Energy is proud to serve the Natural Gas Aggregation Program for the City of Loveland, and we're excited to offer a program that provides you with the same low rate that aggregation customers currently enjoy.

How does it work?

You're invited to protect your peace of mind with the same low fixed rate of \$TBD per CCF through the March 2024 billing cycle. Additionally, you may cancel your service with IGS Energy free of charge at any time.

You will continue to receive a single bill from Duke for your natural gas service, and the only change you'll notice is the new, low supply charge from IGS Energy. Budget billing and automatic billing options will continue to be available through your utility.

How do I enroll?

To participate, sign up directly with IGS Energy.

Three Easy Ways to Enroll

 <p>MAIL Send in the enrollment card below.</p>	 <p>IGSENERGY.COM Go online and enter the promo code.</p>	 <p>877-353-0162 Mon-Fri: 8am-8pm EST Sat: 9am-3pm EST</p>
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- For your convenience, we recommend you sign up by mail or web for fast enrollment.
- Please note that if you are already enrolled with another natural gas supplier, a cancellation fee may apply if you terminate your agreement with that supplier. Please check the terms and conditions of any existing agreement before you enroll in this offer.
- The rate for subsequent months will be calculated as shown in the "Price" section of the accompanying terms and conditions. Subsequent rates may vary by month or may be fixed for a period of time to reflect the same rate as the Aggregation Program. Please see the enclosed terms and conditions for full details of this offer.

Want to learn more?

If you have any questions, please call IGS Energy at 1-877-353-0162 M-F 8:00 a.m. to 8:00 p.m. For general information on natural gas deregulation in Ohio, visit www.PUCO.ohio.gov.

Sincerely,
IGS Energy

Promo Code: LOVELAND

This offer is intended for customers not eligible to participate in their community's opt-out aggregation program. You are not eligible to participate in this offer if you are enrolled in the PIPP program or reside outside of the unincorporated areas of Stark County. IGS Energy reserves the right to enforce any early termination fees that current IGS Energy Customers have previously contracted to, if they wish to transfer to this program.

11 digit account number as it appears on your Duke Energy gas bill.

<input type="text"/>										
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Name: TEST CUSTOMER
Service Address: 6100 EMERALD PKWY
DUBLIN OH 43017

I wish to enroll in this offer.
(Check box to enroll)

(Please make any address changes on back)

Email Address _____

Signature (REQUIRED) _____

Promo Code: LOVELAND

Term: My service will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through the **March 2024** utility billing cycle ("Primary Term") and will renew consistent with such renewal program ("Secondary Term") until canceled by notice as provided by this Agreement. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and the natural gas program for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price through the March 2024 NGDC billing cycle shall be \$TBD per Ccf which does not include applicable sales tax or NGDC transportation and other charges. After my March 2024 billing cycle, if the natural gas program in my community continues with IGS Energy as supplier, my price will be equal to that determined by my community and IGS Energy. If my community does not continue with IGS Energy as the supplier after the March 2024 billing cycle this Agreement shall also terminate and IGS Energy will return me to my NGDC for commodity service.

Renewal: If the natural gas program continues for my community beyond the Primary Term with IGS Energy as the supplier, IGS Energy will send me notice of renewal along with any changes to this Agreement, including but not limited to notice of my pricing and any other changes. If for any reason I do not wish to continue, I may cancel this Agreement as provided below. If I do not cancel, the Agreement will renew, and any changes to the terms and conditions will become effective for my Secondary Term. If my community's natural gas program does not continue then this Agreement shall also terminate and IGS Energy will return me to my NGDC for commodity service.

Rescission Period: If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"), or (2) cancelled by contacting IGS Energy in writing or by telephone within 30 days of enrollment with IGS Energy. If I am an existing customer I will not receive a confirmation notice from the NGDC regarding this enrollment, but regardless either party has 7 calendar days from enrollment on this Agreement to rescind this enrollment, in which case I will be returned to my previous agreement with IGS Energy, without penalty under this Agreement.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any time during my Primary or any renewal period, either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers 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 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Assignment: This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability. If I relocate within the NGDC service territory and do not exercise my right to cancel this Agreement, at IGS Energy's option, this Agreement may continue for service at my new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide IGS Energy with my account and meter number(s) for my new location and to transfer my contract to my new location. If requested by IGS Energy, I will also provide IGS Energy with this information. If IGS Energy does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers. By entering this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) residential or small commercial account(s) and are in the above identified NGDC service territory. IGS Energy reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that consume more than **50,000 Ccf** per year and return the customer to the NGDC with no penalty to IGS Energy. This limitation applies to related accounts that individually may not exceed the limit, but collectively may. Furthermore, participation in the program is subject to the rules of the NGDC and customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

You must return the "Enrollment Form" if you want to enroll in this offer by February 17, 2020.

Please make sure to fill out your account number, sign the card, and return it in the postage-paid envelope provided.

If the address we have on record is inaccurate, please correct it in the space provided below.

Corrected Service Address: _____