



## OHIO SMALL COMMERCIAL & RESIDENTIAL NATURAL GAS SUPPLY AGREEMENT

CUSTOMER DISCLOSURE	
Our Contact Information	SunSea Energy OH, LLC (“SunSea Energy”) 1930 Marlton Pike East, Suite N73, Cherry Hill, NJ 08003, 1-844-277-7517, customercare@sunseaenergy.com, www.sunseaenergy.com.
Type of Plan	Variable
Term of Agreement	Month to Month
Price	Initial Variable Rate PRICE \$ _____ per Ccf.
Rate	<p><b>Variable:</b> Customer’s rate for the Commodity Charges will be a variable rate that changes monthly. Variable Rates change at the Company’s discretion and may be higher or lower each month based on business and market conditions. Variable Rates are set in the Company’s discretion and may vary based on several factors, including, the Company’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, balancing costs, utility price to compare, ancillary services, ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your Variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the right to assess taxes or fees for the Services.</p> <p>The price assigned to Customer may not be the same price assigned to another variable rate account. The monthly rate may be higher or lower than the LDU price in any given month. Each month Customer’s bill for energy will be calculated by multiplying the Commodity Charges by the amount of energy used in the billing cycle plus applicable taxes. Customer may contact SunSea Energy OH, LLC at (844) 277-7517 (Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern) to obtain Customer’s current rate for that month.</p>
Renewal	Renews automatically month-to-month.
Early Termination Fee	There is no early termination fee for Variable Rate service.
Rescission	You may rescind this Agreement by contacting SunSea Energy OH, LLC, before SunSea Energy submits the enrollment to the distribution utility, NGDU. After the enrollment is submitted, you may rescind this Agreement by contacting SunSea Energy OH, LLC or the NGDU within seven (7) business days following the postmark date on the NGDU’s confirmation notice.
Sales Method	SunSea Energy OH, LLC is an independent seller of Natural Gas Supply service certified by the Public Utility Commission of Ohio (PUCO). Our sales agents are not representing or acting on behalf of a utility, governmental bodies, or consumer group.
Delivery	If you purchase natural gas supply from SunSea Energy OH, LLC your utility remains responsible for delivery of Natural Gas supply to your home or business and will continue to respond to any calls and emergencies. Switching to SunSea Energy OH, LLC will not impact the reliability of your natural gas supply service.
Notification	You will receive written notification from your utility confirming a pending switch of your natural gas supply service to SunSea Energy OH, LLC.
Contact Information	The Public Utility Commission of Ohio (PUCO) certifies suppliers like SunSea Energy, regulates utilities, and responds to consumer complaints. PUCO may be reached at (800) 686- PUCO (7826).



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### Customer Information

Date:	
Account Type:	
Account Name/Contact:	
Authorized Person:	
Contact Email:	
Utility / Acct Number:	
Service/Meter Address:	
Billing Address:	

### TERMS OF SERVICE

#### Definitions

- Competitive Retail Natural Gas Service (CRNGS) – any retail natural gas service that may be competitively offered to consumers in this state.
- Natural Gas Distribution Utility (NGDU) – The public utility providing facilities for the distribution of natural gas to retail customers.
- Transmission Charge – Charge for moving natural gas from a facility to the distribution lines of natural gas distribution utility or NGDU.
- Customer – means a person who contracts with or is solicited by a natural gas service provider.
- Customer energy usage data – means data collected from a customer's meter, which is identifiable to a retail customer.

This is an agreement for natural gas service between SunSea Energy OH, LLC (referred to as “SunSea Energy,” “company” or “we”) and you (“Customer”), for the service address or addresses set forth in your Supply Agreement. Together, the Customer Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Supply Agreement collectively describe your agreement with respect to your purchase of natural gas supply service from SunSea Energy (“Agreement”). You, as the customer of record, spouse, or authorized agent, will be bound by all the provisions of the Agreement, as they may be amended from time to time. SunSea Energy is certified by the Public Utilities Commission of Ohio to offer and supply natural gas under Ohio Certificate 20-001555G. We set the generation prices and charges that you pay. Your Natural Gas Distribution Utility (NGDU) will deliver the natural gas supply to you. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Right of Rescission - Customers have the right to rescind this Agreement by contacting the utility by phone or United States mail within seven (7) business days following the postmark date on the NGDU’s confirmation notice. The NGDU contact information is listed at the end of these Terms of Service.**

#### Terms of Service

##### 1. Basic Service Prices.

*Variable Rate Plan:* The rate per Ccf may be adjusted monthly to reflect market conditions. Variable Rates change at the Company’s discretion and may be higher or lower each month based on business and market conditions. Variable Rates are set in the Company’s discretion and may vary based on several factors, including the Company’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, balancing costs, utility price to compare, ancillary services, ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your Variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the right to assess taxes or fees for the Services. Service continues on a month-to-month basis and may be cancelled by the Customer at any time without penalty.

The rate you pay SunSea Energy will include the Generation Charge and Transmission Charge for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on utility’s bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and NGDU charges for delivery and distribution services. SunSea Energy rates are not regulated by the PUCO.

Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax - exempt entity, you must provide SunSea with the necessary certificates and other documentation to qualify for such status.

**2. Billing.** Your NGDU will continue to issue a monthly bill and the bill will include both SunSea Energy's charges and the NGDU's delivery charges, and any other charges incurred in accordance with this Agreement. Your NGDU may provide SunSea your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. SunSea Energy will use the same meter reading information from the NGDU to derive your Supply Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the NGDU's tariff. SunSea Energy does not pay or arrange for the payment of any outstanding debts owed by you to the NGDU or a previous natural gas supplier.

**3. Length of Agreement (Term).** Company will begin supplying your Services when the NGDU switches your account to SunSea Energy OH. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein. Service shall begin with the next available meter reading after processing of the request by the NGDU and SunSea Energy. With the exception of a new meter installation or special meter reading date, you will buy your natural gas supply for the service addresses set forth in your Agreement from SunSea Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Typically, it takes one to two billing cycles for your Service to be switched from your Utility to SunSea Energy Oh but there may be a delay before the Utility Switches Services, and you understand that the Company is not responsible for any such delays. This Agreement shall remain in effect until you notify SunSea Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the NGDU completes the termination in accordance with its rules.

#### **4. Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Welcome Letter or Natural Gas Supply Agreement.**

Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. SunSea Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

#### **5. Cancellation Provisions.**

You may cancel this Agreement without any penalty any time within seven (7) business days following the postmark date on the NGDU's confirmation. After which, you may cancel this Agreement at any time by calling SunSea Energy at (844) 277-7517, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date SunSea Energy notifies your NGDU. You will be responsible for all payments due hereunder until the cancellation of natural gas supply service is completed. If for any reason SunSea Energy is no longer able to economically continue this Agreement, SunSea Energy may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of SunSea Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to SunSea is or becomes untrue. Prior to cancellation of this Agreement, SunSea Energy will provide 45 days' notice of its intent to cancel to the customer service address listed in this Agreement. Upon early termination of this Agreement by SunSea, your available remedies will be limited to the provisions of this Agreement.

If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the NGDU until you designate another provider of natural gas supply service or service is shut off by the NGDU. Only the utility may shut off your natural gas supply.

**5a: Termination for Failure to Pay.** Failure to pay your bill may result in the disconnection of Services in accordance with the Utility's policies and rules, and this Agreement may be automatically terminated. Company may terminate this Agreement on at least fourteen (14) calendar days written notice to you should you fail to pay your bill or fail to meet any agreed-upon payment arrangements with the Company.

**5b. Termination Due to Move.** You may terminate without penalty if you move outside the Company's service area or into an area where Company charges a different price.

**6. Agreement Expiration / Change in Terms.** If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice either in your bill or in separate mailings 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. SunSea Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. No material change to your agreement will be made without customer's affirmative consent. **For any Renewal Term, your affirmative consent is not required, even if there is a change in the rate or other terms and conditions, but you may terminate at any time during a Renewal Term without any fee or penalty of any kind.**

7. After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to the notice, at its discretion, SunSea Energy may renew your natural gas supply service under the rates described in your expiration letter.

**8. Information Release and Authorization.** By accepting this contract I authorize SunSea Energy to obtain information from the NGDU through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas supply usage, rate classification, meter readings, characteristics of natural gas supply service, and when charges under this agreement are included on my NGDU bill or other billing and payment information from the NGDU. I authorize SunSea Energy to release that information to third parties who need to use or be aware of such information in connection with my natural gas supply service. Notwithstanding the foregoing, SunSea Energy is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for its own collections and credit reporting, in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code, or assigning a customer contract to another competitive retail service (CRS) provider. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling SunSea Energy at 844-277-7517 or providing written notice to SunSea Energy. SunSea Energy reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by SunSea or if I fail to meet minimum or maximum threshold natural gas supply consumption levels as determined by SunSea. If I fail to remit payment in a timely fashion, SunSea may report the delinquency to a credit reporting agency.

**9. Dispute Procedures.** If your complaint is not resolved after you have contacted SunSea Energy or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO at 7-1-1 (Ohio relay service). The Ohio consumer's counsel (OCC) represents residential customers in matters before PUCO. The OCC can be contacted 1-877-742-5622 (toll free) from 8 am to 5 pm weekdays or at <http://pickocc.org>.

**10. Warranties.** SUNSEA ENERGY OH, LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SUPPLY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**11. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas supply after receipt at the delivery point or points. SUNSEA ENERGY OH, LLC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**12. Class Action Waiver.** Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**13. Force Majeure.** If SunSea Energy OH, LLC is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of SunSea Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, utilities, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

**14. Miscellaneous.**

a) Your natural gas supply service will be provided in accordance with your existing connection requirements unless you request a change by the NGDU and pay for the cost of that change. You may not resell or use any natural gas supply provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas supply under this Agreement will be measured at the delivery point by the NGDU providing the delivery service in accordance with the terms of the applicable tariff for natural gas supply service. SunSea Energy OH, LLC and you will be bound by the measurement from the meters owned, installed, maintained, and read by the NGDU.

b) This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law.

- c) These Terms of Service, along with your Welcome Letter or Natural Gas Supply Agreement, constitute the entire agreement between you and SunSea Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and SunSea Energy concerning the subject matter of the Agreement.
- d) You may not assign this Agreement or your obligations under this Agreement without SunSea Energy's prior written consent. SunSea Energy OH, LLC may assign this Agreement, together with all rights and obligations hereunder, to (i) SunSea Energy's natural gas supplier, or such supplier's designee, (ii) an affiliate of SunSea Energy or to any other person succeeding to all or substantially all of SunSea Energy's assets, or (iii) in connection with any financing or other financial arrangement.
- e) Any failure by SunSea Energy OH to enforce any term or condition of your natural gas supply service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.
- f) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.
- g) The provisions of this Agreement concerning payment, limitation of liability, waivers and waiver of class actions will survive the termination or expiration of this Agreement.
- h) SunSea Energy OH, LLC may terminate this Agreement on at least fourteen (14) calendar days written notice to the customer, should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements.
- i) If you switch back to your previous utility, you may or may not be served under the same rates, terms and conditions that apply to other customers served by that utility.
- j) You have the right to request from SunSea Energy, twice within a twelve-month period up to twenty-four months of your payment history without charge.
- k) Your utility may charge you switching fees.
- l) SunSea Energy OH, LLC does not offer budget billing for the generation portion of the bill.

**15. Contact Information.** Information regarding SunSea Energy's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

Energy Supplier:	SunSea Energy OH, LLC Ohio Certificate# 20-001555G 1930 Marlton Pike East, Suite N73, Cherry Hill, NJ 08003 844-277-7517   <a href="http://www.sunseasenergy.com">www.sunseasenergy.com</a> Hours of Operation: M- F 9:00 a.m. to 5:00 p.m. Eastern (except holidays)
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Natural Gas Distribution Company	Duke Energy of Ohio 139 E 4th Street, Cincinnati OH, 45202 (866) 216-2136   <a href="http://www.duke-energy.com">www.duke-energy.com</a> (800) 544-6900
In the case of an outage, call:	

Public Utility Commission:	Public Utility Commission of Ohio 180 E. Broad St. Columbus, OH 43215 800-686-PUCO (7826)   7-1-1 (TTY-TDD) <a href="http://www.puco.ohio.gov">www.puco.ohio.gov</a>
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Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).