

Bolt Energy Services

RESIDENTIAL AND SMALL COMMERCIAL NATURAL GAS TERMS OF SERVICE OHIO MARKETS

Terms of Service

This is an agreement (this "Agreement") for natural gas service between Bolt Energy LLC ("Bolt Energy," "our" "us" or "we") and the undersigned customer ("you" or "your"). This statement provides information required by the Ohio Public Utilities Commission ("PUCO") concerning natural gas service offered by Bolt Energy to You. This Agreement shall govern both the initial and renewal term of the program defined herein. Customer will be bound by all the provision of the Agreement, as they may be amended from time to time. Bolt Energy is certified by PUCO to offer and supply natural gas services in Ohio as a Competitive Retail Natural Gas Service ("CRNGS") supplier. Our PUCO Certificate Number is 18-669G. We set the natural gas prices and charges that You pay. Your Natural Gas Distribution Company ("LDC") will deliver the natural gas to you. Your LDC may charge you a switching fee. The PUCO regulates distribution or delivery prices and services. You will continue to receive a single bill from your LDC that will contain your LDC's charges, as well as Bolt Energy's charges.

- 1. Billing** – Your LDC will continue to issue a monthly bill which will include both your distribution or delivery charge and your natural gas charge as well as any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings provided by your LDC. Bolt Energy will use the same meter reading information from the LDC to determine your natural gas charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the LDC's tariff. If you do not pay the bill, your service may be terminated under PUCO rules and this Agreement may be terminated upon 14 days advance notice. Bolt Energy does not pay or arrange for the payment of any outstanding debts owed by you to the LDC or previous CRNGS supplier.
- 2. Cancellation Provisions** – You may rescind this Agreement within 7 business days after the signing or receipt of this Agreement, whichever comes first, by contacting us at 800-213-2870 (toll free) or in writing at the address in Section 14 below. **You can cancel this agreement at any time, for whatever reason, for no charge.** You are liable for all our charges until you return to the LDC or to another supplier.
- 3. Automatic Termination** –This Agreement automatically terminates if any of the following occurs: (1) the requested service location is not served by the LDC; (2) if you move outside your LDC's service area or to an area not served by Bolt Energy; (2) if Bolt Energy returns you to your incumbent natural gas company's applicable tariff service; or (3) at Bolt Energy's discretion, if you fail to pay the bill or fail to meet any agreed-upon payment arrangement.
- 4. Rate Plan** - Rate will be a fixed rate of \$8.99 per MCF. Your rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by your LDC or any other third party with the right to assess taxes or fees for the Services.
- 5. Force Majeure** – If Bolt Energy 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 Bolt Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, interstate pipelines, aggregators, other CRNGSs, qualified scheduling entities, LDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure. Provided, however, that in no event shall a Force Majeure excuse your obligation to pay money due when owed. If Bolt Energy is unable, wholly or in part, by a Force Majeure to perform or comply with any obligations or conditions of this Agreement, we will give you written notice, to the maximum extent practicable. Such obligations or conditions, so far as they are affected by such a Force Majeure, shall be suspended during the continuance of any inability so caused, and we shall be relieved of any liability and shall suffer no prejudice for failure to perform the same during the period.
- 6. Bolt Energy Dispute Procedures** – You may contact us with any questions or complaints concerning this Agreement or your service. If your complaint is not resolved after you have called Bolt Energy, or for general utility information, you may contact the

PUCO 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. 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 8:00 a.m. to 5:00 p.m. on business days, or at www.pickocc.org.

- 7. Length of Agreement; Termination** – This Agreement shall commence as of the date your notice regarding the changes of your provider to us is deemed effective by the LDC, and shall continue for 12 months thereafter (the “Initial Term” and together with any renewals, the “Term”). You will buy your natural gas service from Bolt Energy on the next regularly scheduled meter reading date available and will continue to do so for the Initial Term, with the exception of a new meter installation or special meter reading date. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms. You or Bolt Energy may terminate this Agreement, without penalty, for any reason at any time during the Term.
- 8. Information Release and Authorization** - By signing this contract or otherwise enrolling with Bolt Energy, you authorize Bolt Energy to obtain your information from your LDC during the Term including, but not limited to, account name, account number, billing address, service characteristics of natural gas service, and when changes under this Agreement are included on your utility bill or other billing and payment information from your LDC. You authorize Bolt Energy to release such information to third parties who need to use or be aware of such information in connection with your natural gas service. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. Your Social Security number and account information will not be released without your express written consent except in accordance with applicable law. You may rescind these authorizations at any time by either calling Bolt Energy or providing written notice to Bolt Energy using the contact information provided below. You may not assign your interests in and delegate its obligations under this Agreement without our express written consent. We may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity. Due to a change in market conditions, if Bolt wishes to lower the price charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions of this Agreement.
- 9. Change in Law** – The parties' obligations under this Agreement are subject to 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. Bolt Energy reserves the option to modify any plan in the event of a Material Adverse Change. A “Material Adverse Change” is defined as a market or regulatory event beyond Bolt Energy control, which would materially impact Bolt Energy's ability to perform its obligations under this Agreement. In the case of a Material Adverse Change event, Bolt Energy will comply with all applicable rules for notice in advance of any proposed change. If you do not agree with the proposed change, you may cancel your Agreement without penalty.
- 10. Governing Law** – This Agreement shall be governed by and construed, and performed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rules (whether of the state of Ohio or otherwise) that would cause the application of laws of any other jurisdiction. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and natural gas shall be a "good" for purposes of the UCC.
- 11. Assignment** – You may not assign this Agreement, in whole or in part, without the prior written consent of Bolt Energy. Bolt Energy may, without your consent, (1) pledge or encumber this Agreement or the accounts, revenues or proceeds hereof; (2) transfer or assign this Agreement to an affiliate of Bolt Energy or any person or entity succeeding to all or substantially all the assets of Bolt Energy; or any other person, so long as the forgoing is a PUCO-certified retail supplier. In the case of (2), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Provided, Bolt Energy shall provide you with written notice of any assignment to another AGS prior to issuance of your next bill following the assignment. Upon any such assignment, you agree that Bolt Energy shall have no further obligations hereunder.
- 12. Severability** – If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 13. Entire Agreement** – This Agreement sets forth the entire agreement between you and us with respect to the terms and conditions of this transaction; all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.
- 14. Contact Information** – Information regarding Bolt Energy's historical billing data is available upon request using the contact information provided below. Residential customers and small commercial customers are entitled to receive up to the immediately preceding 24 months of payment history at no charge.

- 15.** Bolt Energy LLC.
75 Lake Road Suite 215 Congers, N.Y.10920
800-213-2870 (toll-free)
Monday through Friday 9am to 5 pm EST
OH CRNGS Certificate #: 18-669G
www.boltenergyservices.com