

**TITAN GAS AND POWER**  
**RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC AND NATURAL GAS**  
**TERMS OF SERVICE (TOS)**  
**OHIO MARKETS**

This is an agreement for electric and/or natural gas generation service between Titan Gas, LLC dba Titan Gas and Power ("Titan" or "Titan Gas and Power") and you, for the service address(s) set forth in your disclosure statement ("Disclosure Statement") or Energy Service Agreement ("ESA"). Together, this Disclosure Statement, including the terms of service set forth herein, collectively describe your agreement to purchase electric and/or natural gas generation service from Titan Gas and Power ("Agreement").

Titan Gas and Power is licensed by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric and natural gas generation services in Ohio. Our PUC electric license number is 13-700E and our natural gas license number is 15-485G. Commodity prices and charges are set by the electricity or natural gas supplier you have chosen, Titan Gas and Power. Your Local Distribution Utility will deliver the electric and/or natural gas generation to you. PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates electric transmission prices and services and natural gas interstate prices and services.

**RIGHT TO RESCIND:** You may rescind this Agreement without fees or penalties within seven (7) calendar days of receiving this disclosure statement. You may rescind in writing, orally, or electronically via email. Please provide your name, address, phone number, and account number and a statement that you are rescinding under the seven (7) days Right of Rescission. If you enrolled online or electronically via one of Titan Gas and Power's sales partners, you have consented to be enrolled within 24 hours of your original authorization.

**PRICE PLANS:** Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your Disclosure Statement. Titan Gas and Power's Price Plans are described below:

**FIXED RATE PRICE PLAN:** You will pay the fixed rate *per kilowatt-hour* and/or *per therm* as specified at the time of enrollment and confirmed in your Disclosure Statement or Energy Sales Agreement. You will be billed at the fixed rate for the number of billing cycles as specified by the term of your Agreement. You may also pay a monthly administrative fee (base fee), the amount of which, if applicable, is disclosed in your Disclosure Statement or Energy Sales Agreement.

**100% RENEWABLE ELECTRICITY PLAN (FIXED TERM):** For our renewable energy products, Titan Gas and Power purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage. We guarantee our customer's electricity usage is offset with a direct investment in 100% renewable energy from clean energy sources such as solar, wind, hydro, and/or biomass. Titan Gas and Power does not own any coal, oil, gas, or nuclear generation facilities. We are not the subsidiary of any company that owns coal, oil, gas or nuclear generation facilities.

**100% CARBON OFF-SET GAS PLAN (FIXED TERM):** For our carbon off-set natural gas products, Titan Gas and Power will offset 100% of the estimated amount of carbon dioxide (CO<sub>2</sub>) emissions caused by your annual natural gas usage through the use of any approved carbon offset technology including one or more of the following: 1. Purchase and retirement of Renewable Energy Credits ("RECs") from clean sources such as solar, wind, hydro, and/or biomass. 2. Purchase and retirement of Carbon Credits through reputable standards such as The Verified Carbon Standard (VCS), The Gold Standard, The Climate Action Reserve, and/or American Carbon Registry. This ensures that an estimated equivalent of 100% of the carbon emissions caused by your natural gas usage is offset.

**MONTHLY VARIABLE (Month-to-Month):** You will pay a monthly variable plan whereby your supply rate may vary monthly according to market conditions. The electricity rate and fees will be based on prices of electricity and capacity in the PJM market in the applicable load zone for your LDU, plus a margin adder in cents per kWh. You will pay a variable natural gas rate based first of the month inside FERC Transco Station 65 Pool Market Index, plus a margin adder in cents per therm. The gas rate will be based on then current market conditions which may include inventory, transportation costs, utility balancing charges, capacity, excess historical usage, risk assessment, and prior period adjustment. **There is no limit on how much the price may change from one billing cycle to the next.** To obtain Titan Gas and Power's average variable pricing since inception, call toll-free at 1-888-355-6205 or go to [TitanGasAndPower.com/OH-Rates](http://TitanGasAndPower.com/OH-Rates). Historical pricing is not indicative of present or future pricing.

For all price plans, the rate you pay Titan Gas and Power will include the Generation Charge, Transmission Charge, and estimated state taxes, including the gross receipts tax for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax. Non-recurring fees as charged by the EDC include, but are not limited to, out of cycle meter readings, meter test fees, disconnection and reconnection fees, etc. You are responsible for these other charges relating to the delivery of electricity and/or natural gas to your residence or place of business.

**LENGTH OF AGREEMENT (TERM):** This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment, and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

**RENEWAL:** Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term. If you are currently a Titan Gas and Power customer on a month-to-month variable plan and have selected a new Price Plan, the new plan will become effective within 24 hours of your renewed service request. If this new Price Plan becomes effective during the middle of your billing cycle, your next bill may be prorated.

IF YOU HAVE A FIXED TERM CONTRACT APPROACHING THE EXPIRATION DATE, OR WHENEVER WE PROPOSE TO CHANGE THE TERMS OF SERVICE IN ANY TYPE OF CONTRACT, YOU WILL RECEIVE A SEPARATE WRITTEN NOTIFICATION APPROXIMATELY 45 DAYS PRIOR TO THE EXPIRATION DATE OF YOUR CONTRACT. THIS NOTIFICATION WILL EXPLAIN YOUR OPTIONS GOING FORWARD. If you select a new Price Plan

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after you receive the 'renewal notice' and prior to the expiration of your agreement, your Price Plan will begin the day after the expiration of your current agreement.

**CANCELLATION:** 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 fee will be as follows: RESIDENTIAL CUSTOMERS may pay an early termination fee of \$75.00 per 12-month term contract. Contracts with terms up to 12 months may also have a \$75 cancellation fee; SMALL COMMERCIAL CUSTOMERS may pay an early termination fee of \$100.00 per 12-month term of contract, or \$25 per remaining month on contract.

Customer may cancel this Agreement without penalty any time before midnight of the seventh calendar day following the date of enrollment. After such rescission period, Customer may cancel this Agreement at any time by calling Titan Gas and Power at 1-888-355-6205, or by sending an email to Titan Gas and Power at [CustomerCare@TitanGasAndPower.com](mailto:CustomerCare@TitanGasAndPower.com), however you may be required to pay the early termination fee as specified above. You may also 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. If you request to cancel this Agreement, the cancellation may not take effect until the next actual meter read date following the date Titan Gas and Power notifies your Utility. You will be responsible for all payments due hereunder until the cancellation of electric and/or natural gas generation service is completed. If you switch back to your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

If for any reason Titan Gas and Power is no longer able to economically continue this Agreement, Titan Gas and Power may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Titan Gas and Power if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Titan Gas and Power is or becomes untrue. Titan may terminate the contract due to the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits Titan from performing under the terms of the contract. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the Utility until another provider of electric generation service is designated or service is shut off by the Utility. Only the Utility may shut off your electric power and/or natural gas.

**BILLING AND PAYMENT:** Customer will receive one bill ("Utility Consolidated Billing") from the Utility which includes Titan Gas and Power's generation supply charges as well as the Utility's delivery charges. Titan Gas and Power's fees will be reflected separately as itemized charges on Customer's invoice. Customer's bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer's payment will be due to the Utility by the date specified on the invoice. Bills not paid in full by the due date may incur a late-payment fee on unpaid balances or otherwise in accordance with the Utility's policies. Titan and the Utility are each responsible for collecting any past-due amount owed on their respective bills. Titan may terminate the contract and transfer Customer back to the Utility on at least fourteen calendar days written notice if Customer fails to pay the bill or fails to meet any agreed-upon payment arrangements. Titan reserves the right to assume the billing function for its services. If Customer's Supply service with Titan is terminated for non-payment, Customer must pay balance owed, plus any collection fees including all legal fees and costs. Titan offers Budget Billing for Titan's portion of the energy charges. When Customer's supply service from Titan ends, the final bill will be rendered after the final meter-read by the utility is received by Titan 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-read is provided. Titan's charges include the costs for the energy component, which is sold at the agreed monthly price as set forth for costs incurred in servicing Customer's account. Commodity charges include estimated total state taxes and exclude state sales tax.

**CUSTOMER AUTHORIZATION:** You authorize Titan Gas and Power to obtain historical consumption and billing and payment information from the Utility. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. If you have utilized an agent or broker to contract energy purchases from Titan Gas and Power, you authorize Titan to disclose to your agent or broker information pertaining to your electric and/or natural gas purchases. Titan is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Titan's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning Customer contract to another CRES provider.

**DISPUTE RESOLUTION:** For unresolved issues, you must first contact Titan Gas and Power or the Utility to try to resolve the problem. If complaint is not resolved after calling Titan and/or the Utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**GOVERNING LAW:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas and venue shall be in Harris County, Texas. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

**NOTICES AND INFORMATION REQUESTS:** All notices and correspondence to you will be delivered via electronic email if you have provided Titan Gas and Power with your email address. Mailed notices will be sent to your billing address, or service address if there are issues with the billing address. Titan will send all product documentation, such as this Terms of Service, upon request. Upon request and as applicable, Titan will provide Customer up to twenty-four months of payment history without charge.

**ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of, and may be performed by the successors and permitted assigns of the Parties except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledgor, or transferor of any of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, you agree that Titan Gas and Power shall have the right to pledge this Agreement to its bank or other lending institution(s) and to assign this Agreement, together with all rights and obligations hereunder, to Company's electricity supplier, or such supplier's designee. Titan will inform customer 30 days prior to any assignment of the account. Nothing in this provision shall deny Titan or Customer of any benefits obtained, or relieve them of any obligations, duties, and responsibilities incurred, prior to any assignment under this provision.

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**LIMITATION OF LIABILITY:** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. TITAN GAS AND POWER 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. CUSTOMER HEREBY WAIVES 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.

**WARRANTIES:** TITAN GAS AND POWER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION 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.

**FORCE MAJEURE:** If either Party is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the other Party as soon as practicable after the event, then during the period of such Force Majeure, but no longer period, the obligations of the Party affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. The Party affected by the Force Majeure shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of, the Party whose performance under the Agreement is adversely affected, interrupted, or precluded by the event, including, without limitation, acts of God, strikes, lockouts or other industrial disputes or disturbances, acts of the public enemy, wars, terrorist acts, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of distribution systems, natural gas facilities or other related facilities, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, sabotage, breakage or accidents to equipment, plants, facilities or transmission pipelines, the making of repairs or alterations to pipelines, plants, or equipment, inability to secure labor or materials, natural gas shortages, necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a governmental authority having or asserting jurisdiction, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations and any other causes, whether of the kind enumerated herein or otherwise, not reasonably within the control of the Party claiming suspension. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

**CONTACT INFORMATION:** For questions concerning your rate, service initiation, or service cancellation, please contact Titan Gas and Power using the contact information below:

### TITAN GAS AND POWER

3355 W. Alabama, Suite 1170, Houston, TX 77098

Toll Free: 1-888-355-6205 | [CustomerConcerns@TitanGasAndPower.com](mailto:CustomerConcerns@TitanGasAndPower.com)

Hours of Operation: M-F, 9:00 a.m. to 6:00 p.m. Eastern Standard Time

In the event of a power outage, please contact your Utility, available using the contact information below:

### **Electric Utility Outage Information:**

AEP Ohio Power	(800) 672-2231
AEP Columbus Southern	(800) 672-2231
Duke Energy	(800) 634-4300
Dayton Power & Light	(877) 468-8243
FirstEnergy – Ohio Edison	(888) 544-4877
FirstEnergy – Toledo Edison	(888) 544-4877
FirstEnergy – The Illuminating Company	(888) 544-4877

In the event of a natural gas emergency or if you smell gas or suspect there is a gas leak, Customer should leave the premises immediately and contact the local Utility at:

### **Natural Gas Utility Gas Emergency Information:**

Duke Energy	(888) 634-4300
Dominion Energy of Ohio	(877) 542-2630
Vectren Energy	(800) 227-1376
Columbia Gas of Ohio	(800) 344-4077

**Public Utilities Commission of Ohio (PUCO):** 180 East Broad Street, Columbus, Ohio 43215

**ENERGY ASSISTANCE PROGRAMS (UNIVERSAL SERVICE FUNDS):** Home Energy Assistance Program (HEAP) - HEAP is a federally funded program administered by the Ohio Development Services Agency (ODSA). It is designed to help eligible, low-income Ohioans meet the high costs of home

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heating. For questions or to enroll, Call (800) 282-0880, TDD (800) 686-1557 or write to P.O. Box 1240, Columbus, Ohio 43266-0583. Please reference the Ohio Public Utilities Commission for a list of payment assistance programs and eligibility requirements.

### DEFINITIONS AND TERMS IN THIS AGREEMENT

- Customer or Consumer— a retail electric customer or potential customer of retail electricity service.
- Small Commercial Customer - a commercial customer that is not a mercantile commercial customer, and has the size attributes defined by the customer's respective Utility.
- Natural Gas Small Commercial Customer – As defined 052 Pa. Code § 62.72. Definitions, nonresidential customer that receives natural gas service under a small commercial small industrial or small business rate classification, and whose aggregate maximum registered annual consumption with the Utility was less than 300 MCFs, or equivalent, over the last 12 months.
- CRES or Competitive Retail Electric Provider — an electric supplier licensed and as defined under the PUCO Administrative Code.
- CRNGS or Competitive Retail Natural Gas Provider — a natural gas supplier licensed and as defined under the PUCO Administrative Code.
- EDC or Electric Distribution Company — the public utility providing facilities for the jurisdictional transmission and distribution of electricity and natural gas to retail customers.
- Generation Charge - charge for production of electricity and/or natural gas.
- Public Utilities Commission (PUCO) – the Ohio Public Utility Commission.
- Transmission Charge - charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.