Ohio Residential and Small Commercial

Customer Terms of Service

Contract Summary

Mercury Energy Ohio Contact information	Mercury Energy Ohio, LLC 1200 Smith St. Suite 1900 Houston, TX 77002 Phone (Toll Free): 1-800-975-MERC (6372) Email: customerservice@mercuryenergyohio.com Mercury Energy Ohio, LLC is responsible for Gas Commodity/Supply charges
Pricing Structure	The price is $8.48 per MCF
Statement Regarding Savings	The supply price offered by Mercury Energy Ohio, LLC
Contract Duration/Length	This is a 48 month contract. It will cover 48 billing cycles.
Cancellation/Early Termination Fee	$0 Termination fee applies if account is cancelled prior to the expiration of the initial term
End of Contract	If there is a proposed change to the terms of service in any contract, you will receive written notification that precedes either the expiration date or effective date of the proposed changes. These notices will detail your options.

TERMS OF SERVICE

This is an agreement for natural gas services between Mercury Energy Ohio, LLC (Mercury Energy Marketing, LLC aka MEO/MEM) and you, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement ("NGSA"). Together, the terms of services set forth herein and your Welcome Letter collectively describe your agreement with respect to your purchase of natural gas service from MEO (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Mercury Energy Ohio is licensed by the Public Utility Commission of Ohio to offer and supply natural gas services in Ohio as a Competitive Retail Natural Gas Service ("CRNGS") supplier. We set the supply prices and charges that you pay. Your local distribution utility will delivery the natural gas to you. Your Natural Gas Distribution company (NGDC) may charge you a switching fee. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulations interstate transmission prices and services. You will continue to receive a single bill from your NGDC that will contain your NGDC's charges as well as charges from Mercury Energy Ohio.

DEFINITIONS

PUCO: The Public Utility Commission of Ohio

Natural Gas Distribution Company (NGDC): The public utility providing facilities and distribution of natural gas to retail customers also referred to as a Local Distribution Utility (LDU)

Commodity: for this agreement, Commodity is in reference to natural gas

Commodity Charge: Charges for the supply of natural gas

Transmission Charge: Charges for the transportation of natural gas from one designated point to the distribution system of a natural gas distribution company

Residential Customer: A person that receives gas under the designation and rate structure of 'residential'

Small Commercial Customer: a person, sole proprietorship, corporation, association, or other business entity that consumes less than 500 Mcf of natural gas annually

1. Agreement to Purchase Natural Gas: Mercury Energy Ohio will supply your natural gas as delivered by your NGDC. These Terms and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference,

constitute the agreement ("Agreement") between you and Mercury Energy Ohio, LLC ("MEO"). "Rate Plan Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitle 'Rate Plan Summary' or the Schedule A accompanying these Terms and Conditions entitled 'Rate Plan Summary – Schedule A to Terms and Conditions'

2. Term of Agreement and Credit: Subject to Mercury Energy Ohio's acceptance of thi Agreement and acceptance by your NGU, you hereby appoint Mercury Energy Ohio as your exclusive limited agent to fulfill the terms and obligations of this Agreement. The 'Initial Term' of this agreement is set forth in the 'Rate Plan Summary'. Your service under this agreement will begin on your meter reading date as determined by your NGU tariff. Mercury Energy Ohio's intent is to send an electronic enrollment request to your NGU within three (3) business days following your enrollment with Mercury Energy Ohio unless a later date is agreed to. Your NGU will deliver your natural gas and provide billing and other services to you. After the end of the 'Initial Term', this Agreement will continue as set forth in Section 9.

3. Pricing Plans & Pricing, Billing, and Payment Terms:

Fixed Rate Plan: The customer will pay the fixed rate noted in the Contract Summary for the length of the Initial Term

Variable Rate Plan: The customer will pay a variable rate that may change month-to-month according (but not limited to) business requirements, market conditions, and commodity costs in your service territory. This additionally includes (but is not limited to) the market pricing of the commodity, transportation, and profit. The customer will be notified of any change in price of the variable rate when they receive their monthly bill.

You will pay Mercury Energy Ohio for your service at the rates for both the Initial Term and during the 'Renewal Period' (As defined in Section 9). You will also pay gas distribution and transportation charges to your NGDU. The Initial Term and Renewal Period rate is exclusive of all applicable NGDU related taxes and charges (including the application Transition Rider or similar charge, if applicable) as applicable. Your NGDU will send you a monthly bill that will include your NGDU's charges, Mercury Energy Ohio's charges, and any other charges incurred in accordance with this agreement. The rate you pay Mercury Energy Ohio will include the Commodity Charge and Transmission Charge. You price does not include applicable Ohio sales tax, use tax, local tax, or gross receipt taxes imposed by Ohio State Law. You are responsible for any all taxes, as required by law, and LDU charges for delivery and distribution services.

Depending on the date of the meter read, your bill from the NGDU may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the NGDU's designated billing period days will have prorated charges based on a 30-day average for the applicable rate.

You will pay your bill in accordance with the NGDU's billing and payment terms. If you claim 'tax-exempt' status, you are responsible for providing Mercury Energy Ohio with your Ohio tax exemption certificate, as it has been filed with the Ohio Department of Taxation. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Mercury Energy Ohio does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Competitive Retail Natural Gas Supplier. You may request from Mercury Energy Ohio up to 12 months of your payment history for services rendered by Mercury Energy Ohio.

4. Length of Agreement (Term)/No Guarantee or Switch Period: The term of this Agreement is shown on your Welcome Letter. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service address(es) set forth in the Welcome Letter or Natural Gas Service Agreement from Mercury Energy Ohio on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Mercury Energy Ohio cannot guarantee a switch of the Customer's account by a specific date and hereby holds harmless Mercury Energy Ohio from any liability for, or arising out of, delays in this process. This Agreement shall remain in effect until you notify Mercury Energy Ohio in writing or by phone of your intent to cancel at least thirty (30) days prior to your requested end date and until the LDU completes the termination in accordance with its rules.

5. Failure to Pay: Under the Initial Term or during the Renewal Period, in the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement, you are subject to disconnection and cancellation of this Agreement and service from your NGDU, pursuant to its policies and practices. If you fail to pay your bill or fail to meet any agreed-upon payment arrangement, Mercury Energy Ohio may also cancel this Agreement upon fourteen (14) days of advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to Mercury Energy Ohio, including any applicable early cancellation fee or device cost recovery fee, or your NGDU, for service to the date of such disconnection and/or cancellation.

6. Rights of Rescission an Early Cancellation Policy: Your NGDU will send you written notice, confirming your decision to enroll with Mercury Energy Ohio. Customers have the right to rescind this Agreement within seven (7) business days following the postmark date on the LDU's confirmation notice, ("Rescission Period"). To cancel, you may all the toll-free telephone number of your NGDU set forth in the Rate Plan Summary or in writing at the address set forth therein. After the expiration of your Right of Rescission, you may cancel this Agreement at any time by contacting your LDU, but you will be required to pay the early termination fee described in Section 8, 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 Mercury Energy Ohio notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed. This Agreement may be cancelled at the sole discretion of Mercury Energy Ohio if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Mercury Energy Ohio is or becomes untrue.

7. Cancellation or Transferring Service because of Relocating: Mercury Energy Ohio will have a right to cancel this Agreement if you relocate to a service location that is (a) outside of your NGDU's service territory; (b) not serviced by your NGDU; or (c)outside of Mercury Energy Ohio's service territory. Before you relocate, you must first call Mercury Energy Ohio Customer Service at the toll-free telephone number set forth in Section 22 and then you NGDU at the toll-free telephone number set forth in the Rate Plan Summary. However, If you relocate within your NGDU's service territory, your service will transfer and this Agreement will automatically continue for the remainder of the Initial Ter, if any, and automatic Renewal Period of this Agreement. Thus, you will receive Mercury Energy Ohio's service at your new location pursuant to this Agreement. If you relocate within your NGDU's service territory, you must (a) call your NGDU at the telephone number in Rate Plan Summary to inform the NGDU of your request to transfer your NGDU service to your new location; (b) obtain your new account information from the NGDU; and (c) contact Mercury Energy Ohio at the telephone number in Section 22 to provide your new account information and location to complete the transfer of service. You must provide written proof of your new location outside the NGDU service territory to Mercury Energy Ohio at the address provided in Section 22. If your service transfers as provided in this paragraph, you grand the NGDU the right to provide Mercury Energy Ohio with each account and meter number for your new service location(s). If service does not transfer to your new location, this Agreement will be cancelled, and you will be served under your NGDU's regulated service commodity rate unless you select another natural gas supplier. If this Agreement is canceled, expired, or otherwise terminated, you will receive uninterrupted service from the LDU. Only the LDU may shut off your natural gas service. Switching fees may apply to you under your current LDU's tariff.

8. Fees, Penalties, 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 Service Agreement

9. Renewal: Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis unless Mercury Energy Ohio sends you advance written notice of a change. Any written notice will be sent within forty-five (45) to ninety (90) days as prescribed by the Public Utilities Commission of Ohio (PUCO) and apprise you of any proposed changes in the terms and conditions of this Agreement, including your right to renew, terminate, or renegotiate this Agreement. While taking service on a month-to-month basis (the "Renewal Period"), the rate for natural gas will be a variable rate that may be higher or lower each month and will be set in Mercury Energy Ohio's sole discretion. In determining your new rate, Mercury Energy Ohio will consider competitor pricing, strategic business objectives, profit margins, customer retention, volatility, anticipated customer usage, service costs, weather, legal and regulatory issues, among other factors. No single factor will determine the rate and the above is not to be considered an exhaustive list. Mercury Energy Ohio determine the factors which weigh into pricing differently each month. Mercury Energy Ohio, may too, amortize sudden cost increases over course of multiple billing cycles so that its customers do not bear the burden of such increases in one particular month. Mercury Energy Ohio seeks to mitigate market risk by acquiring adequate supply it anticipates delivering prior to the month rather than utilizing the spot market. Therefor, the variable rate may not correlate with changes in wholesale market prices or your local utility's rate. The variable rate may be higher than the local utility rate or other supplier's rates.

10. Agreement Expiration/Change in Terms: If you have a fixed term agreement with Mercury Energy Ohio and it is approaching the expiration date, or if we propose changes to our Terms of Service, Mercury Energy Ohio may send you two notices offering to renew our agreement under the same or different conditions. You will receive the first notice at least 45 days and not more than 90 days prior to the termination date of our agreement and the second no less than 35 days prior to the termination of our agreement. After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to any of the notices, the price for natural gas service will automatically continue at a variable market rate.

11. Assignment and Successors: This Agreement can be transferred or assigned by Mercury Energy Ohio to any affiliate of another supplier upon thirty (30) days advance written notice. After assignment, Mercury Energy Ohio will have no further obligations under this Agreement. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon you and Mercury Energy Ohio and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

12. Information Release and Authorization: By accepting this contract, I authorize Mercury Energy Ohio to obtain information from the utility 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 electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my Utility bill, billing and payment information from the utility. I authorize Mercury Energy Ohio to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including renewal) is in effect. I may rescind these authorizations at any time by either calling Mercury Energy Ohio at the phone number provided or providing written notice to Mercury Energy Ohio.

13. Privacy and Customer Information: Mercury Energy Ohio will not release your social security number and/or account number(s) without your affirmative written consent except for Mercury Energy Ohio's own collections and credit reporting, when assigning this Agreement to another service provider, or where such release is required by court order or other legal authority, including PUCO order or rule.

14. Warranty: MERCURY ENERGY OHIO MAKES NO REPRESENTATIONS OF WARRANTIES OTHER THAN THOSE EXPRESSELY SET FORTH IN THIS AGREEMENT. MERCURY ENERGY OHIO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

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

16. Liability Limit: THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST MERCURY ENERGY OHIO WILL BE LIMITED TO DIRECT, ACTUAL ADAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL MERCURY ENERGY OHIO OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILTIY OR DAMAGE. MERCURY ENERGY OHIO IS NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM: (A) INTERRUPTIONS TO OR SHORTAGES OF, NATURAL GAS SUPPLY; OR (B) ERRORS IN THE QUANTITY, QUALITY, AND MEASUREMENT OF NATURAL GAS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILTY OR DAMAGE. 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 harm or loss.

17. Liability Limit: Kinetico, Inc.: Utility continues to provide delivery services under this agreement; therefore, supplier will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by utility or transmission provider. Supplier is also not liable for any injury, loss or damage resulting from interruption, insufficiency or irregularities of service. In no event will either party be liable to the other party or to any third party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this agreement.

18. Dispute Resolution: You understand that Mercury Energy Ohio will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Mercury Energy Ohio, or for general NGDU information, residential and business customers may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570, from 8:00 a.m to 5:00 p.m. weekdays, or at www.puco.ohio.gov. The Ohio Consumer's Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 from 8:00

a.m. to 5:00 p.m. weekdays or at www.pickocc.org. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Services).

19. Entire Agreement: The terms of this agreement constitute the entire agreement between Mercury Energy Ohio and you and supersede any prior or contemporaneous or verbal or written agreement concerning the subject matter of this Agreement. There are no third-party beneficiaries to this Agreement.

20. Mercury Energy Ohio Contact Information: If you have a question about or disagree with the natural gas commodity portion of your bill, you may call Mercury Energy Ohio's customer service center at 1-800-975-MERC (6372) Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (hours subject to change without notice). You may also write to Mercury Energy Ohio at: Mercury Energy Marketing, LLC, 500 Dallas St, Suite 1370, Houston, TX 77002. Please always include your account number with your correspondence.

21. NGDU Contact information and Emergency Contact: The contact number for your NGDU is set forth in the Rate Plan Summary

22. Miscellaneous Provisions:

(a) The services provided by Mercury Energy Ohio are governed by the terms and conditions of this document and the LDU's tariff. In the event of non-payment owed to Mercury Energy Ohio, you may be subject to termination of natural gas service and the suspension of distribution service under procedures approved by the Public Utility Commission of Ohio. You may obtain additional information by contacting Mercury Energy Ohio or the LDU by the means provided in the Terms of Service

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

(c) 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 laws.

22. Contact Information: In the event of an after-hours emergency, you can contact Mercury Energy Ohio to hear a recorded message containing the emergency contact numbers for your LDU

Energy Services Company	Mercury Energy Ohio, LLC 500 Dallas St. Suite 1370 Houston, TX 77002 1-800-975-MERC (6372) www.mercuryenergyohio.com Hours of Operation: Mon-Fri, 8:00 a.m to 7:00 p.m. Saturday, 8:00 a.m. to 5:00 p.m. EST
Local Distribution Company	Dominion East Ohio P.O. Box 5759 Cleveland, OH 44101-0759 1-800-362-7557 www.dom.com
In case of gas emergency, call:	1-800-542-2630
Public Service Commission	Public Utility Commission of Ohio 180 E. Broad St Columbus, OH 43215 1-800-686-PUCO (7826) 1-800-686-1570 (TTY-TDD) www.puco.ohio.gov

Residential customers may also contact the Ohio Customer's Counsel for assistance with complaints and utility issues at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.com