



VARIABLE PRICE NATURAL GAS SUPPLY AGREEMENT (the 'Agreement')

Terms and Conditions

Future Now Energy ('FNE') is certified by the Public Utilities Commission of Ohio (PUCO) as a Retail Natural Gas Supplier. Under an agreement with Duke Energy (Duke), FNE is a Customer Choice supplier in Duke's service area. FNE will supply natural gas requirements for the account designated below (Customer), as provided in this Agreement.

1. Duke to Deliver and Bill. Duke will continue to be responsible for gas delivery and repair and maintenance of pipes, meters and related equipment. Duke will read the gas meter, prepare bills (plus applicable charges such as taxes and delivery) and receive all payments. Customer should call Duke directly with respect to any of these matters, including any gas emergencies at 1-800-544-6900

2. Term. Initially, Duke will send a notice giving Customer seven business days to rescind the Agreement by contacting Duke. If not rescinded, the Agreement term will begin when FNE is designated by Duke as Purchaser's natural gas supplier and will renew monthly thereafter until cancelled or terminated as provided herein (the 'Term'). FNE will charge no early termination fee.

3. Pricing. The price under this Agreement may change monthly. In determining the FNE Price, FNE will consider the NYMEX month-end settlement price together with changes in taxes, fees, costs of operation and the effect of the rebate. The overall cost of the FNE gas supply will be competitive, but because of the rebate feature, the initial cost may be higher than some alternative suppliers. The FNE Price per CCF will be separately stated on Customer's bill and will cover only the natural gas supply portion of the bill.

4. Rebate. A rebate of 18% of the FNE gas supply charge, excluding applicable taxes and third party fees, will accrue during Term. The accrued rebate becomes payable, in two parts. A Quarterly Rebate is equal to fifty percent (50%) of the accrued rebate for each quarter during Term. Quarterly rebates will become payable during the third and subsequent quarters, during Term. The balance of the rebate amount for each quarter will become payable during the 9th quarter following the quarter in which the rebate accrued. Rebate amounts less than \$100 will not be paid but will carry forward to the next quarter. Rebate payments will not be made if the Agreement is cancelled prior to the quarter in which the rebate becomes payable.



5. Cancellation. Either party may cancel this Agreement at any time by written notice to the other party. Within 3 business days of the notice, FNE will forward a cancellation request to Duke. Cancellation will be effective when Duke transfers Customer from FNE's gas supply. FNE will charge no fee for cancellation. Fees may be imposed by Duke, after cancellation is effective.

6. Termination. Agreement will terminate immediately, without notice, if (a) Customer moves from the service location (b) Customer cancels their natural gas utility service (c) Duke terminates Customer's natural gas utility service (d) Customer is not eligible to participate in Duke's Customer Choice program (e) The Ohio Customer Choice Program ends (f) Duke terminates its participation in the Customer Choice program, or (g) FNE withdraws from the Ohio's or Duke's Customer Choice program.

7. Billing and Payment. Duke will send Customer a monthly bill covering Duke's distribution charges, FNE's natural gas supply charge plus applicable taxes. If Duke imposes a late payment fee, a comparable late payment fee will be imposed on the natural gas supply portion of the bill. If Customer fails to make payments, Duke's tariff allows it to suspend or terminate Customer's gas service.

8. Customer Service. FNE can be contacted from 8 am to 5 pm weekdays at 1-866-363-6427, info@futurenowenergy.com or at 3443 McClocklin Rd., Saskatoon, SK, S7R 0C2. If questions are not resolved, customer may call PUCO from 8 am to 5 pm weekdays at 1-800-686-7826 or 1-800-686-1570 or at www.puco.ohio.gov . For assistance with complaints and utility issues, residential customers may also contact the Ohio Consumer's Counsel from 8 am to 5 pm weekdays at 1-877-742-5622 or at www.pickocc.org .

9. Financial Information. FNE may obtain Customer's account number and other relevant information from Duke. FNE will not disclose Customer's confidential information without Customer's express written consent or court order. However, FNE may use Customer's confidential information, as necessary, in performing the actions contemplated in the Agreement. At Customer's request, FNE will provide, without charge, 24 months of payment history for Customer's gas supply.



10. Assignment. FNE may assign, without notice, the Agreement to another PUCO certified Retail Natural Gas Supplier authorized to supply natural gas in the Duke service area. However, Customer shall not enter into an agreement with another natural gas supplier. If during the Term, another natural gas supplier is assigned to Customer's account, with or without Customer's consent, Customer authorizes FNE to reinstate Customer, under this Agreement, with the same terms and conditions. However, all of FNE's obligations under the Agreement shall be suspended, during any period that FNE is not the supplier for Customer's account.

11. FNE's Obligations. FNE's obligations under the Agreement will be suspended to the extent FNE is prevented from performing those obligations because of events beyond FNE's control. Such events shall include, but are not limited to, acts of God, local or regional emergencies, or failure in the natural gas distribution system.

12. FNE and Customer's Liability. In the event of claim or legal action under the Agreement, the liability of FNE and of Customer shall be limited to the direct actual damages suffered by the injured party, as a result of the sole negligence of the other party. Neither Customer nor FNE shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, including loss of profits. There are no beneficiaries to the Agreement other than Customer and FNE.

13. Warranties. FNE makes no warranties, express or implied, regarding the natural gas supplied to Customer under the Agreement. FNE makes no representations or warranties other than those expressly stated in the terms of the Agreement. FNE expressly disclaims other warranties, express or implied, including merchantability and fitness for particular purpose.

FNE – FUTURE NOW ENERGY

Address: 3443 McClocklin Rd., Saskatoon, SK, S7R 0C2

Toll-Free: 1-866-363-6427

Email: info@futurenowenergy.com
