



MICHIGAN GAS CUSTOMER CHOICE CONTRACT ENERGY SUPPLY TERMS AND CONDITIONS — DTE Variable Rate

These Terms & Conditions contain important information regarding your natural gas contract with Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation licensed by the Michigan Public Service Commission as an alternative gas supplier operating under the guidelines set up by Michigan's various natural gas utilities. As a supply customer of VE, your signature on this contract binds you to the terms and conditions contained herein.

- Natural Gas Service** – VE shall supply 100% of the customer's necessary natural gas supply needs. If the customer requires assistance with matter regarding delivery of gas, meter reading, billing and other traditional utility functions, they will continue to contact their respective utility. In the event of an emergency or loss of service, the customer should contact their utility. The customer will continue to pay their bill to their gas utility.
- Term** – The term of this contract shall commence when accepted by the Customer's Gas Distribution Company (Utility) and shall continue on a month-to-month basis until cancelled.
- Pricing** – All natural gas supplied to the customer will be billed at a monthly variable rate, exclusive of sales tax. It will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month. The price will be based upon an approved Index or the NYMEX market plus an adder for basis, transportation, fuel shrinkage, storage, pooling and balancing fees plus any associated costs for redelivery to the customer's burner tip. e.g., VE buys gas at \$4.00 per Mcf plus a fluctuating adder (based on market conditions and costs), which can change monthly. An adder might be \$0.99, making your gas costs \$4.99, or, depending on market conditions, \$1.99 making your gas costs \$5.99. VE works hard to keep the adder as low as possible, but as in these examples, it does fluctuate monthly.
- Billing & Payment** – The customer will receive a single bill from the utility, which must be paid according to the payment terms established by the utility.
- Cancellation/Termination** –The customer has a 30-day unconditional right to cancel the contract without penalty following the date the customer signs this contract. Additionally, the customer may choose to cancel this contract at any time without a termination fee. A customer may change suppliers one time in any 12-month period at no cost to the customer; however, if you return to the utility you must remain for 12 months. A switching fee of \$10 will be required and charged by the utility for each additional change of supplier within the same 12-month period. The customer may cancel this contract by written or verbal notice at any time.
- Office Locations and Hours** – Volunteer Energy Services office is located at 790 Windmill Drive, Pickerington, Ohio 43147 and is open from 08:30 AM to 05:00 PM EST, Monday through Friday. VE can be reached toll free at 800-977-VESI or at fax 614-856-3301. Telephone service hours are the same as office hours. VE can be reached online at <http://www.volunteerenergy.com>. The customer can contact the Michigan Public Service Commission at 1-800-292-9555 or www.michigan.gov/mpsc.
- Credit** – VE may verify the customer's credit history with a credit-reporting agency upon the customer's application for service with VE. Determination of credit worthiness will be made by generally accepted business practices.
- Notices** – Communications that are required or allowed under the terms of this contract will be considered officially delivered when given in person, emailed, faxed, or received two (2) business days after being mailed through the United States Postal Service to one of the addresses provided by either party herein.
- Force Majeure** – For the purpose of this contract, Force Majeure shall include VE's right to cancel this contract if the State of Michigan, Michigan Public Service Commission or the applicable gas utility makes material changes to the gas choice programs.

10. **Miscellaneous** – The terms of this contract extend to any successors or assignees of either party. Customer may not assign this contract without written consent by VE. This contract represents the entire contract, and both the customer and VE must approve any changes or amendments. This contract supersedes any prior contract between the customer and VE.

11 Change in Law: In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the Initial Term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

IN NO EVENT SHALL VE BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT. VE'S MAXIMUM AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER.