

Customer: _____

Customer Billing Address: _____

Account Number: _____

Agent: _____

Gas Service Agreement Effective Date for Appointment of an Agent: _____

**NATIONAL FUEL GAS DISTRIBUTION OF OHIO,
LLC**
ACKNOWLEDGEMENT OF APPOINTMENT OF AN AGENT

This Acknowledgment of Appointment of an Agent ("Acknowledgment") is an agreement between National Fuel Gas Distribution of Ohio, LLC, ("Company") and Customer, by which Company acknowledges Customer's written appointment of an Agent to perform the function(s) marked below, subject to the terms and conditions set out below, and Customer acknowledges Company's requirements for acceptance of the Customer's appointment of a Agent. At all times, this Acknowledgment remains subject to the terms set out in National Fuel Gas Distribution of Ohio, LLC, Tariff for Gas Service, P.U.C.O. Case Nos. 26-0930-GA-ATA and 24-0832-GA-AIR.

("Company Gas Tariff"), as it may change and be in effect from time to time, as well as subject to all applicable federal and state laws, regulations, and regulatory orders and decisions.

**CUSTOMER DESIGNATES THAT AGENT WILL PERFORM ONE OF THE
FOLLOWING SERVICES (check applicable service)**

Transport Service ☐ Customer appoints Agent to submit and change sales and transportation nomination information; receive confirmation of nomination activity from Company.

OR

Pooling Service ☐ Customer appoints Agent for Pooling Service ("Pool Operator") from a Company-approved list of such Agents, to manage Customer's gas supply as part of an aggregated pool in accordance with Company's Tariff for Pooling Service.

CUSTOMER DESIGNATES THE FOLLOWING FUNCTION TO BE PERFORMED BY AGENT

Accounting and Billing

- ☐ Receive and pay invoices relating to all activity under the Gas Service Agreement(s) (per Company Gas tariff rate schedules), receive, monitor, and correct imbalances.

- ☐ View invoices electronically relating to all activity under the Gas Service Agreement(s) (per Company Gas tariff rate schedules).

Customer understands that Customer's appointed Agent will have full authority to act for Customer on all matters pertaining to the function(s) marked above. Agent's authority shall include and extend to all acts necessary to perform the designated function(s) under the Service Agreement(s), Company Gas Tariff, and/or all applicable federal and state laws, regulations, and regulatory orders and decisions.

CUSTOMER AGREES TO THE FOLLOWING GENERAL CONDITIONS GOVERNING CUSTOMER'S APPOINTMENT OF AN AGENT:

- Customer's appointment of an Agent shall continue in effect until either the Customer or Company terminates Customer's appointment.
- Customer may terminate this Acknowledgment for any reason by providing ten business days prior written notice to Company. If Customer is changing Agents, a new Acknowledgment must be completed, signed and returned to Company ten (10) business days prior to the first day of the next month.
- Company may terminate this Acknowledgement by providing ten business days prior written notice to Customer for Agent's non-compliance with the Pooling Service Agreement, the Pooling Service Rate Schedule, and/or the nomination and balancing provisions of Tariff Sheet no. 51 of the Company Gas Tariff. Further, Company reserves the additional right to terminate this Acknowledgment immediately, without prior written notice, if any performance hereunder by Customer's Agent becomes inconsistent with or violates the terms of the Gas Service Agreement(s), the Company Gas Tariff, or any applicable federal or state laws, regulations, or regulatory orders or decisions
- Customer, as the signatory party to the Gas Service Agreement(s), shall continue to be responsible for any and all costs, fees, or other liabilities as provided under the Company Gas Tariff or the Gas Service Agreement(s), regardless of whether those costs, fees or other liabilities were caused by the acts or omissions of the Customer or Customer's Agent.

- Customer agrees that neither its act of appointing an Agent nor Customer's execution of this Acknowledgment relieves Customer of any costs, fees, other liabilities, duties, obligations, or responsibilities.
- Customer agrees to appoint only one Agent during any given time.
- Customer's Agent will be acting on behalf of Customer; **if such Agent should fail to pay Company for obligations attributable to Customer, Customer remains liable to Company for any and all such obligations.**
- Customer understands that Company will make every effort to initiate gas service under this Acknowledgment on the first day of the month following Customer's appointment of an Agent, provided Customer has given Company ten business days prior written notice of Customer's appointment. If Company is unable to initiate service on the first day of the month following the Customer's appointment, Company will initiate service on the next available meter reading date after receipt of Customer's written notice of appointment of an Agent.
- Customer's Agent will be notified of any Operation Flow Orders (OFO) on Company's system.

CUSTOMER AGREES TO THE FOLLOWING CONDITIONS SPECIFIC TO CUSTOMER'S APPOINTMENT OF AN AGENT AS POOL OPERATOR (if customer has made such an appointment):

- Customer has advised Agent that Agent must comply with all terms and conditions of Company's "Rate 380, Pooling Service", and Customer remains responsible for its agent's compliance.
- Customer acknowledges that Company shall have the right to rescind Company's acceptance and acknowledgement of Agent if Agent fails to comply with any of Company's standard terms and conditions, including, specifically, the terms and conditions of Company's "Rate 380, Pooling Service" (and including, but not limited to, that provision which requires Agent to provide nominations for the aggregated usage of its Pool Customers). Company may rescind its acceptance by giving notice of Agent's failure to perform to Customer. In that event, Customer has three business days to cure said failure. If Company exercises its right to rescind its acceptance and acknowledgement of Customer's Agent, Customer must secure an alternate supply as soon as possible, and until such time as Customer does so, Customer is liable for any cash out charges applicable under Tariff Sheet No. 51 Nomination and Balancing Provisions of Company's current tariff.

- If Customer has any delinquencies in Customer's account with Company, those delinquencies must be cured before Customer begins participating in a Pooling Service per Rate 380, unless approved in advance by Company.
- If Customer has any existing net over or under delivery quantities those must be cured before Customer begins participating in a Pooling Service per Rate 380, as provided in the Company Gas Tariff.
- If either Customer or Company terminates this Acknowledgment, Customer will immediately assume the responsibilities previously delegated to Agent until such time as Customer appoints a new Agent and executes a new Acknowledgment approved by Company.
- Customer agrees that no Acknowledgment of Appointment of an Agent is effective until after Company's approval of that Acknowledgment.

This Acknowledgment constitutes a binding agreement between Company and Customer, and their respective successors.

By Customer signing this agreement, Customer is confirming the Appointment of Agent.

Accepted and Agreed to this ____ day of _____, 20__.

By: _____

Title: _____

Date: _____