

# **OMA ENERGY GROUP, INC. MEMBERSHIP AGREEMENT**

OMA Energy Group ("OMAEG") and \_\_\_\_\_ ("Member") hereby enter into this Membership Agreement ("Agreement") which is necessary in order for Member to participate in the OMAEG based upon the terms and conditions set forth below beginning on the date this Agreement was executed.

## **RECITALS**

**WHEREAS**, OMAEG is a mission driven organization that provides energy-related services to protect and grow Ohio manufacturing.

**WHEREAS**, Member desires to become an OMAEG member, and OMAEG is willing to furnish such services as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for the reliance of the parties hereto, OMAEG and Member agree as follows:

### **Section 1. Term and Termination**

- 1.1 **TERM:** OMAEG shall provide to Member the services listed below, starting on the date this Membership Agreement is executed. Member's membership shall automatically renew each year thereafter on a calendar year basis unless and until Member provides thirty (30) days written notice instructing OMAEG that it will no longer participate in OMAEG.
- 1.2 **TERMINATION:** Upon providing thirty (30) days written notice of Member's cancellation of membership, Member's participation in any and all OMAEG matters and activities shall cease upon the termination date. OMAEG will remove Member's name and information from any and all ongoing matters and/or marketing materials. However, regardless of when Member provides notice of cancellation, Member shall not be entitled to have any portion of Member's OMAEG membership fees refunded.

### **Section 2. Responsibilities of OMAEG**

- 2.1 **SERVICES:** OMAEG will provide the following services:
  - a. Conduct analysis of utility plans and filings before the Public Utilities Commission of Ohio ("PUCO") and provide information to members regarding the impact of such plans on manufacturers.
  - b. Represent the OMAEG in proceedings before the PUCO where energy rates, reliability and predictability may be affected.
  - c. Collaborate with Ohio utilities to develop rate structures and other proposals to positively affect the rates, terms and conditions of energy service to manufacturers in Ohio.
  - d. Educate regulators and legislators on energy issues pertinent to manufacturers.
  - e. Facilitate discussions among members to develop best practices and policy on energy matters.
  - f. Evaluate and, if practical, develop and provide cost-saving programs or revenue enhancing programs for members, such as pooling programs and curtailment service programs.
  - g. Provide access to energy attorneys at Carpenter Lipps & Leland LLP for energy-related questions.
  - h. Such other services as shall be determined.

### **Section 3. Responsibilities of Member**

- 3.1 CONDITIONS: Member agrees to the following conditions of OMAEG membership:
- a. Member is currently or shall become a manufacturing member of The Ohio Manufacturers' Association ("OMA") by paying appropriate dues and shall maintain such membership in good standing to be an OMAEG member.
  - b. Member shall pay its appropriate OMAEG fees per the fee structure that the OMA publishes and that may be amended from time to time.
  - c. Member agrees to provide energy usage information and, to the extent necessary, other information pertinent to assist OMAEG in decision making and analysis. OMAEG will maintain the confidentiality of all member-specific information. However, OMAEG may use member information in the aggregate for marketing and purposes of illustration in matters.
  - d. Member authorizes OMAEG to obtain billing data regarding Member's energy usage. OMAEG will provide notice to Member prior to requesting any energy information from any utility.
  - e. Member hereby agrees to release and hold harmless the OMAEG and its members, officers, directors, employees and agents from and against all claims, liabilities, demands, obligations, costs or expenses, of any nature and whether known or unknown, arising out of or connected in any way to decisions of the OMAEG regarding any matter.
  - f. Member asserts that it has full legal power and authority to enter into and perform this Agreement.

### **Section 4. Miscellaneous Terms**

- 4.1 ACCRUAL OF BENEFITS: In the event that there are discrete benefits that accrue to OMAEG as a result of positive litigation results or settlements ("Benefits"), in order for Member to receive any of the Benefits, Member must have been a member in good standing of the OMA and OMAEG prior to the date that the case was filed at the Public Utilities Commission of Ohio or the Federal Energy Regulatory Commission. Further, Member will only receive any Benefits while Member is a member in good standing of the OMA and OMAEG. Should Member provide notice of cancellation of membership, Member shall no longer be entitled to any Benefits beyond the termination date.
- 4.2 REASONABLE ARRANGEMENTS: OMAEG understands that "reasonable arrangements" are permitted by Ohio law (per Section 4905.31, Revised Code) and are a tool that individual mercantile customers may use to complement their economic development and retention efforts. OMAEG recognizes that the use of reasonable arrangements may be a necessity for mercantile customers who have price and service quality needs that cannot be most effectively met through electric distribution utility standard tariffs that are designed, for the most part, for a "typical" customer. While it is the PUCO's responsibility to determine whether a customer's reasonable arrangement application is just and reasonable based upon policy, legal and factual information, OMAEG may also evaluate whether its participation is necessary to protect the interests of manufacturers. To the extent that OMAEG determines that a reasonable arrangement proposal is warranted, OMAEG will support the fair rationalization of the difference between the ultimate reasonable arrangement rate and the otherwise applicable tariff rate ("delta revenue"). Specifically, this means that OMAEG believes that all other sources of funding that may have been set aside by a utility or the PUCO for reasonable arrangements should be taken into account first; and then, to the extent possible, delta revenue should be distributed through a mechanism that otherwise has a uniform impact on all customers.

4.3 CONFIDENTIALITY: OMAEG agrees to maintain all information disclosed and developed in connection with this Agreement, as confidential and agrees that such information (“Confidential Information”) may not be disclosed to any third party without the written consent of Member. This Section shall survive the termination of the Agreement for five (5) years.

The Term “Confidential Information” shall include, without limitation, formulas; processes; designs; photographs; plans; samples; equipment performance reports; information concerning current, future, or proposed products and services; technical specifications and operating manuals; products and service descriptions; financial forecasts or plans; password and security procedures; computer programs; customer or client lists and printouts; prospective customer or client lists and printouts; records; energy usage data; and any or all other information, data or materials relating to the business, trade secrets and technology of Member (all of the foregoing are collectively referred to herein as “Confidential Information”). Confidential Information shall not include information which is in the public domain at the time of its disclosure or thereafter or developed independently.

The Confidential Information shall be used solely for accomplishing the purpose of the Agreement. All Confidential Information received shall remain the property of Member, shall be kept confidential by OMAEG, and shall not be disclosed to any other person or entity other than officers, employees, or agents of OMAEG who have a need to know such information in order to accomplish the purpose of the Agreement. Such officers, employees and agents shall be notified of the proprietary nature of the Confidential Information and shall be required to agree and be bound by the terms of this Agreement as a condition of receiving the Confidential Information.

4.4 CONFLICTS OF INTEREST: Members acknowledge that all authority of OMAEG shall be exercised by or under the direction of the OMAEG board of directors in a manner that is in or not opposed to the best interests of the OMAEG membership as a whole group and not any individual Member.

4.5 AMENDMENTS: This Agreement may not be changed or amended, in whole or in part, except by a written Amendment signed by the Parties.

4.6 GOVERNING LAW: The construction and interpretation of this Agreement shall be under and in accordance with the Laws of the State of Ohio, and any dispute regarding this Agreement shall be brought in the state courts of Franklin County, Ohio. This agreement supersedes all prior written or oral agreements entered into by the contracting parties.

**BY SIGNING AND SUBMITTING THE ENCLOSED ENROLLMENT FORM, HEREBY INCORPORATED BY REFERENCE IN THIS MEMBERSHIP AGREEMENT, WITH PAYMENT, OR BY SUBMITTING PAYMENT ALONE, THE MEMBER ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT. SIGNING OR SUBMITTING THE INVOICE WITH PAYMENT OR SUBMITTING PAYMENT ALONE CONSTITUTES EXECUTING THIS MEMBERSHIP AGREEMENT.**

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Name

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Company

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Title

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Date