2024 CASH-BASED AWARDS PROGRAM
TERMS AND CONDITIONS
a/k/a "Short Term Incentive Plan"

NiSource Inc.
2020 Omnibus Incentive Plan

1. Background

Under Article XI of the NiSource Inc. 2020 Omnibus Incentive Plan (the "Plan"), and subject to its terms, the Compensation and Human Capital Committee (the "Committee") of the Board of Directors of NiSource Inc. (the "Corporation") may grant Cash-Based Awards to Employees subject to such terms and conditions as determined by the Committee. This document describes the terms and conditions under which Cash-Based Awards may be paid for performance beginning January 1, 2024 and ending December 31, 2024 (the "Performance Period"), to the Eligible Employees (as defined below). Any capitalized term that is not defined in this document shall have the meaning assigned to it in the Plan.

2. Eligibility for Participation

All exempt and non-exempt Employees of the Corporation and its Affiliates are eligible to participate in this 2024 Cash-Based Awards Program (the "Program') under the Plan, other than:

- **A.** Participants who are eligible under any other 2024 Cash-Based Award program;
- **B.** Employees who have received a last chance letter, final notice letter or equivalent during the Performance Period;
- **C.** Certain exempt Employees who participate in other specialized functional incentive plans; and
- **D.** Interns;

provided, however, that the Committee or its delegate may add additional Employees and remove Employees in its discretion ("Eligible Employees"). The Committee or the Corporation's Chief Executive Officer may determine which Eligible Employees or groups of Eligible Employees shall participate in the Program. The Committee and the Chief Executive Officer generally shall make this determination each calendar year. Eligible Employees chosen to participate in the Program are "Participants." Designation by the Committee or Chief Executive Officer as a Participant in the Performance Period shall not confer on such Participant the right to be a Participant in any other performance period and designation as a participant in any other performance period shall not confer on any Employee the right to be a Participant in this Program.

Except as provided below, a Participant whose employment with the Corporation and its Affiliates terminates prior to the end of the Performance Period will cease to be a Participant and will not be eligible to receive a payment under this Program. A Participant who terminates

his or her employment after the end of the Performance Period but before the distribution of the incentive payment will be eligible to receive a payment due under this Program, unless terminated “for cause” in which case he or she will not be eligible to receive a payment under the Program. Notwithstanding the foregoing, any Participant who terminates employment with the Corporation and its Affiliates during the Performance Period due to death, disability or retirement will be eligible to receive a payment due under this Program on a pro-rated basis to reflect Service from the beginning of the Performance Period through the date of termination of employment. For purposes of this Program, (i) “retirement” means the Employee’s termination from Service at or after attainment of age 55 and completion of at least 10 years of continuous Service, measured from the most recent date of hire with the Corporation or an Affiliate and (ii)“disability” means the Employee’s disability as defined in the long-term disability plan of the Corporation or one of its Affiliates that is applicable to the Employee.

Notwithstanding the previous paragraphs, an Eligible Employee described above shall be a “Limited Participant” if he or she has received one or more suspensions without pay totaling five days or more during the Performance Period. Each Limited Participant will have his or her individual incentive opportunity reduced by at least fifty percent (50%). A Participant not described under the preceding sentences is a “Full Participant.”

3. Cash-Based Award Performance Measures, Weightings and Target Opportunities will be as follows:

STI Metrics- Measures	STI Weighting	Trigger	Target	Stretch
Financial				
Net Operating Earnings Per Share	70%	$ 1.69	$1.72	$ 1.75
Operational Excellence				
Operations or Process Failure	10%	2	1	0
Safety				
DART	5%	0.60	0.57	0.51
PVC	5%	1.53	1.46	1.31
Customer Experience				
Customer Satisfaction	10%	69.5%	71.5%	73.5%

A. NOEPS Financial Measure - based on the Corporation’s achievement of net operating earnings per share, after accounting for the cost of payments under the Program (“NOEPS”). The Corporation shall have full discretion and authority to determine whether this measure has been achieved and whether any adjustments shall be made in the calculation of NOEPS to reflect unusual or non-recurring events.

B. Operational Excellence **-** number of significant injuries or fatalities (SIF) or PHMSA reportable incidents due to operations or process failures (employees)

C. Occupational Health and Safety

i. DART- Days Away, Restricted or Transferred (DART) incident rate for all injuries meeting OSHA reportability that require an employee to not report to work, to restrict their duties or transfer to another role as a result of the injury

ii. PVC - Preventable Vehicle Collisions (PVC) rate for all vehicle crashes deemed to be the responsibility of the company-employed driver

D. Customer Satisfaction - Post-transactional/ customer relationship satisfaction survey; score comprises five post-transactional customer channels (CSR, Field Service, IVR, Online, and Project Work/Site Restoration) and one customer relationship measure

4. Incentive Pool Creation:

At the end of the performance period, results of all STI metrics will be determined through an STI scorecard using the measures shown in Part 3 above.

The individual incentive opportunity for a Participant is calculated as follows:

- Weighted percentage of STI scorecard results x individual payout target percentage x participant eligible earnings

Eligible Earnings consist of the Participant’s base earnings for the Performance Period, unless otherwise determined by the Committee. Additionally, Eligible Earnings for Participants who are non-exempt Employees shall include all shift premiums and overtime pay for the Performance Period. Reimbursements for educational assistance, relocation, meals, and mileage, as well as incentive payments, stock option gains, the value of equity awards vesting, and long-term disability payments are not included in Eligible Earnings.

5. Calculation of Incentive

The individual incentive opportunity for each Employee will be added together, and the sum will equal the Incentive Pool. Awards will be distributed as follows.

i. **Non-Exempt Employees:** In general, Participants who are non-exempt Employees will receive one hundred percent (100%) of their individual incentive opportunity as calculated under the Program.

ii. **Exempt Employees:** The payout opportunity of individual incentive for Participants who are exempt is 100% discretionary and is based upon individual performance. Notwithstanding anything herein to the contrary, the Committee reserves the right to reduce the payouts for any other factors it deems relevant, including an assessment of individual performance.

6. Extraordinary Events

For purposes of calculating the amount of Cash-Based Awards, the Committee may adjust the performance results or the Cash-Based Awards to reflect the following extraordinary events and other similar items:

1. Equity issuances;
2. Debt issuances;
3. Discontinued operations;
4. Mergers, acquisitions, and divestitures;
5. Capital expenditures;
6. Asset write-downs;
7. Litigation or claim judgments or settlements;
8. The effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results;
9. Any reorganization or restructuring programs;
10. Foreign exchange gains and losses;
11. Extraordinary, unusual, or other nonrecurring items as described in U.S. Generally Accepted Accounting Principles or as described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation’s consolidated report to the investment community or investor letters;
12. Significant movements in gas prices; and
13. Significant changes in the law.

7. General Timing of Payment

If payable, the Participant’s incentive will be distributed to the Participant, or the Participant’s estate in the event of the Participant’s death before payment, in cash in a single sum, as soon after the end of the applicable Performance Period as practicable, but no later than March 15 after the end of the Performance Period in accordance with the Corporation’s payroll practices.

8. Notices

Any notice required or permitted to be given by the Corporation or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Participant, his or her beneficiary, executors, administrators, successors, assigns or transferees, at the last address shown for the Participant on the records of the Corporation or subsequently provided in writing to the Corporation.

9. Miscellaneous Provisions

A. Nothing contained herein will confer upon any Participant the right to be retained in the service of the Corporation or any Affiliate thereof nor limit or interfere with, in any way, the right of the Corporation or any Affiliate thereof to discharge any Participant at any time for any reasons whatsoever, with or without cause, or to modify an Participant's position, duties or other terms of employment.

B. The provisions of the Plan shall be construed and interpreted according to the laws of the State of Indiana, except as preempted by federal law.

C. The Committee retains all discretion conferred under the Plan to determine any amount payable under the Program.

2023 CASH-BASED AWARDS PROGRAM
TERMS AND CONDITIONS

a/k/a "Short Term Incentive Plan"

NiSource Inc.
2020 Omnibus Incentive Plan

1. Background

Under Article XI of the NiSource Inc. 2020 Omnibus Incentive Plan (the "Plan"), and subject to its terms, the Compensation Committee (the "Committee") of the Board of Directors of NiSource Inc. (the "Corporation") may grant Cash-Based Awards to Employees subject to such terms and conditions as determined by the Committee. This document describes the terms and conditions under which Cash-Based Awards may be paid for performance beginning January 1, 2023 and ending December 31, 2023 (the "Performance Period"), to the Eligible Employees (as defined below). Any capitalized term that is not defined in this document shall have the meaning assigned to it in the Plan.

2. Eligibility for Participation

All exempt and non-exempt Employees of the Corporation and its Affiliates are eligible to participate in this 2023 Cash-Based Awards Program (the "Program') under the Plan, other than:

A. Participants who are eligible under any other 2023 Cash-Based Award program;

B. Employees who have received a last chance letter, final notice letter or equivalent during the Performance Period;

C. Certain exempt Employees who participate in other specialized functional incentive plans; and

D. Interns;

provided, however, that the Committee or its delegate may add additional Employees and remove Employees in its discretion ("Eligible Employees"). The Committee or the Corporation's Chief Executive Officer may determine which Eligible Employees or groups of Eligible Employees shall actually participate in the Program. The Committee and the Chief Executive Officer generally shall make this determination each calendar year. Eligible Employees chosen to participate in the Program are "Participants." Designation by the Committee or Chief Executive Officer as a Participant in the Performance Period shall not confer on such Participant the right to be a Participant in any other performance period and designation as a participant in any other performance period shall not confer on any Employee the right to be a Participant in this Program.

Except as provided below, a Participant whose employment with the Corporation and its Affiliates terminates prior to the end of the Performance Period will cease to be a Participant and will not be eligible to receive a payment under this Program. A Participant who terminates

his or her employment after the end of the Performance Period but before the distribution of the incentive payment will be eligible to receive a payment due under this Program, unless terminated “for cause” in which case he or she will not be eligible to receive a payment under the Program. Notwithstanding the foregoing, any Participant who terminates employment with the Corporation and its Affiliates during the Performance Period due to death, disability or retirement will be eligible to receive a payment due under this Program on a pro-rated basis to reflect Service from the beginning of the Performance Period through the date of termination of employment. For purposes of this Program, (i) “retirement” means the Employee’s termination from Service at or after attainment of age 55 and completion of at least 10 years of continuous Service, measured from the most recent date of hire with the Corporation or an Affiliate and (ii)“disability” means the Employee’s disability as defined in the long-term disability plan of the Corporation or one of its Affiliates that is applicable to the Employee.

Notwithstanding the previous paragraphs, an Eligible Employee described above shall be a “Limited Participant” if he or she has received one or more suspensions without pay totaling five days or more during the Performance Period. Each Limited Participant will have his or her individual incentive opportunity reduced by at least fifty percent (50%). A Participant not described under the preceding sentences is a “Full Participant.”

3. Cash-Based Award Performance Measures, Weightings and Target Opportunities will be as follows:

STI Metrics-Measures	STI Weighting	Trigger	Target	Stretch
Financial				
Net Operating Earnings Per Share	70%	$1.51	$1.56	$1.61
Operational Excellence				
Operations or Process Failure	10%		0	
Occupational Health and Safety				
DART	5%	0.74	0.7	0.63
PVC	5%	1.73	1.65	1.49
Customer				
Customer Satisfaction	10%	67%	70%	73%

A. NOEPS Financial Measure - based on the Corporation’s achievement of net operating earnings per share, after accounting for the cost of payments under the Program (“NOEPS”). The Corporation shall have full discretion and authority to determine whether this measure has been achieved and whether any adjustments shall be made in the calculation of NOEPS to reflect unusual or non-recurring events.

B. Operational Excellence **-** no significant injuries or fatalities (SIF) or PHMSA reportable incidents due to operations or process failures (employees)

C. Occupational Health and Safety

i. DART- Days Away, Restricted or Transferred (DART) incident rate for all injuries meeting OSHA reportability that require an employee to not report to work, to restrict their duties or transfer to another role as a result of the injury

ii. PVC - Preventable Vehicle Collisions (PVC) rate for all vehicle crashes deemed to be the responsibility of the company-employed driver

D. Customer Satisfaction - Post-transactional/ customer relationship satisfaction survey; score comprises five post-transactional customer channels (CSR, Field Service, IVR, Online, and Project Work/Site Restoration) and one customer relationship measure

4. Incentive Pool Creation:

At the end of the performance period, results of all STI metrics will be determined through an STI scorecard using the measures shown in Part 3 above.

The individual incentive opportunity for a Participant is calculated as follows:

- Weighted percentage of STI scorecard results x individual payout target percentage x participant eligible earnings

Eligible Earnings consist of the Participant's base earnings for the Performance Period, unless otherwise determined by the Committee. Additionally, Eligible Earnings for Participants who are non-exempt Employees shall include all shift premiums and overtime pay for the Performance Period. Reimbursements for educational assistance, relocation, meals and mileage, as well as incentive payments, stock option gains, the value of equity awards vesting, and long-term disability payments are not included in Eligible Earnings.

5. Calculation of Incentive

The individual incentive opportunity for each Employee will be added together, and the sum will equal the Incentive Pool. Awards will be distributed as follows.

i. **Non-Exempt Employees:** In general, Participants who are non-exempt Employees will receive one hundred percent (100%) of their individual incentive opportunity as calculated under the Program.

ii. **Exempt Employees:** The payout of individual incentive for Participants who are exempt is 100% discretionary and is based upon individual performance. Notwithstanding anything herein to the contrary, the Committee reserves the right to reduce the payouts for any other factors it deems relevant, including an assessment of individual performance.

6. Extraordinary Events

For purposes of calculating the amount of Cash-Based Awards, the Committee may adjust the performance results or the Cash-Based Awards to reflect the following extraordinary events and other similar items:

1. Equity issuances;
2. Debt issuances;
3. Discontinued operations;
4. Mergers, acquisitions, and divestitures;
5. Capital expenditures;
6. Asset write-downs;
7. Litigation or claim judgments or settlements;
8. The effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results;
9. Any reorganization or restructuring programs;
10. Foreign exchange gains and losses;
11. Extraordinary, unusual, or other nonrecurring items as described in U.S. Generally Accepted Accounting Principles or as described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation’s consolidated report to the investment community or investor letters;
12. Significant movements in gas prices; and
13. Significant changes in the law.

7. General Timing of Payment

If payable, the Participant’s incentive will be distributed to the Participant, or the Participant’s estate in the event of the Participant’s death before payment, in cash in a single sum, as soon after the end of the applicable Performance Period as practicable, but no later than March 15 after the end of the Performance Period in accordance with the Corporation’s payroll practices.

8. Notices

Any notice required or permitted to be given by the Corporation or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Participant, his or her beneficiary, executors, administrators, successors, assigns or transferees, at the last address shown for the Participant on the records of the Corporation or subsequently provided in writing to the Corporation.

9. Miscellaneous Provisions

A. Nothing contained herein will confer upon any Participant the right to be retained in the service of the Corporation or any Affiliate thereof nor limit or interfere with, in any way, the right of the Corporation or any Affiliate thereof to discharge any Participant at any time for any reasons whatsoever, with or without cause, or to modify an Participant’s position, duties or other terms of employment.

B. The provisions of the Plan shall be construed and interpreted according to the laws of the State of Indiana, except as preempted by federal law.

C. The Committee retains all discretion conferred under the Plan to determine any amount payable under the Program.

2022 CASH-BASED AWARDS PROGRAM
TERMS AND CONDITIONS FOR NON-OFFICER PARTICIPANTS
a/k/a “Short Term Incentive Plan”

NiSource Inc.
2020 Omnibus Incentive Plan

1. Background

Under Article XI of the NiSource Inc. 2020 Omnibus Incentive Plan (the “Plan”), and subject to its terms, the Compensation Committee (the “Committee”) of the Board of Directors of NiSource Inc. (the “Corporation”) may grant Cash-Based Awards to Employees subject to such terms and conditions as determined by the Committee. This document describes the terms and conditions under which Cash-Based Awards may be paid for performance beginning January 1, 2022 and ending December 31, 2022 (the “Performance Period”), to the Eligible Employees (as defined below). Any capitalized term that is not defined in this document shall have the meaning assigned to it in the Plan.

2. Eligibility for Participation

All exempt and non-exempt Employees of the Corporation and its Affiliates are eligible to participate in this 2022 Cash-Based Awards Program (the “Program’) under the Plan, other than:

A. Participants who are eligible under any other 2022 Cash-Based Award program;

B. Employees who have received a last chance letter, final notice letter or equivalent during the Performance Period;

C. Certain exempt Employees who participate in other specialized functional incentive plans; and

D. Interns;

provided, however, that the Committee or its delegate may add additional Employees and remove Employees in its discretion (“Eligible Employees”). The Committee or the Corporation’s Chief Executive Officer may determine which Eligible Employees or groups of Eligible Employees shall actually participate in the Program. The Committee and the Chief Executive Officer generally shall make this determination each calendar year. Eligible Employees chosen to participate in the Program are “Participants.” Designation by the Committee or Chief Executive Officer as a Participant in the Performance Period shall not confer on such Participant the right to be a Participant in any other performance period and designation as a participant in any other performance period shall not confer on any Employee the right to be a Participant in this Program.

Except as provided below, a Participant whose employment with the Corporation and its Affiliates terminates prior to the end of the Performance Period will cease to be a Participant and will not be eligible to receive a payment under this Program. A Participant who terminates

his or her employment after the end of the Performance Period but before the distribution of the incentive payment will be eligible to receive a payment due under this Program, unless terminated "for cause" in which case he or she will not be eligible to receive a payment under the Program. Notwithstanding the foregoing, any Participant who terminates employment with the Corporation and its Affiliates during the Performance Period due to death, disability or retirement will be eligible to receive a payment due under this Program on a pro-rated basis to reflect Service from the beginning of the Performance Period through the date of termination of employment. For purposes of this Program, (i) "retirement" means the Employee's termination from Service at or after attainment of age 55 and completion of at least 10 years of continuous Service, measured from the most recent date of hire with the Corporation or an Affiliate and (ii)"disability" means the Employee's disability as defined in the long-term disability plan of the Corporation or one of its Affiliates that is applicable to the Employee.

Notwithstanding the previous paragraphs, an Eligible Employee described above shall be a "Limited Participant" if he or she has received one or more suspensions without pay totaling five days or more during the Performance Period. Each Limited Participant will have his or her individual incentive opportunity reduced by at least fifty percent (50%). A Participant not described under the preceding sentences is a "Full Participant."

3. Cash-Based Award Performance Measures, Targets and Opportunities

A. Financial, Safety and Customer Measures

The performance measures for the Performance Period will be NOEPS (70%), Safety (10%) and Customer Satisfaction and Perception (20%).

i. NOEPS Financial Measure

The NOEPS measure is based on the Corporation's achievement of net operating earnings per share, after accounting for the cost of payments under the Program ("NOEPS"). The Corporation shall have full discretion and authority to determine whether this measure has been achieved and whether any adjustments shall be made in the calculation of NOEPS to reflect unusual or non-recurring events.

ii. Safety Measure

The Safety measure is based upon Leadership Field Safety Observations, weighted 10%.

iii. Customer Satisfaction and Perception Measures

The Customer Satisfaction and Perception measures are based on two components. The customer satisfaction component is based on the overall post-transactional customer satisfaction ("CSAT") survey results, weighted 10%. The customer perception component is based on the Company's overall score in the

2022 JD Power Gas and Electric Utility Residential Customer Satisfaction Studies (“JD Power”): Overall Customer Satisfaction Index (OCSI), weighted 10%.

Part 3 (C) identifies the tiers of NOEPS, Safety and Customer Satisfaction and Perception performance and the corresponding payout percentages of Eligible Earnings that will be used to calculate the amount of a Participant’s incentive opportunity.

B. Goals and Payout Percentages

i. NOEPS Goal

NOEPS	Individual Payout Percentage
$1.52	Stretch %
$1.44-1.46	Target %
$1.38	Trigger %

ii. Safety Goal

Leadership Field Safety Observations	Individual Payout Percentage
39,160	Stretch %
35,600	Target %
35,600	Trigger %

iii. Customer Satisfaction and Perception Goals

CSAT	Individual Payout Percentage
76%	Stretch %
75%	Target %
74%	Trigger %

JD Power Goal	Individual Payout Percentage
Trigger x 1.01	Stretch %
Midpoint between trigger and stretch	Target %
2021 Year End NiSource Factor Score + [Sum of 2022 Weighted LDC Factor Score Segment Change] + 2 points for year over year improvement	Trigger %

C. Incentive Pool Creation:

The individual incentive opportunity for a Participant is calculated as follows:

[(NOEPS individual payout percentage X 70%)
PLUS
(Leadership Field Safety Observations: individual payout percentage X 10%)
PLUS
(2022 JD Power: individual payout percentage X 10%)
PLUS
(CSAT individual payout percentage X 10%)]
MULTIPLIED BY (TIMES)
Participant Eligible Earnings

Eligible Earnings consist of the Participant's base earnings for the Performance Period, unless otherwise determined by the Committee. Additionally, Eligible Earnings for Participants who are non-exempt Employees shall include all shift premiums and overtime pay for the Performance Period. Reimbursements for educational assistance, relocation, meals and mileage, as well as incentive payments, stock option gains, the value of equity awards vesting, and long-term disability payments are not included in Eligible Earnings.

The individual incentive opportunity for all Participants under this Exhibit will be added together, and the sum will equal the Incentive Pool for the Participants under this Exhibit.

D. Calculation of Incentive

i. Non-Exempt Employees

In general, Participants who are non-exempt Employees will receive one hundred percent (100%) of their individual incentive opportunity as calculated under the Program.

ii. Exempt Employees

The individual incentive opportunity for each exempt Employee will be added together, and the sum will equal the Incentive Pool. Notwithstanding anything herein to the contrary, the Committee reserves the right to reduce the payouts for any other factors it deems relevant, including an assessment of individual performance. The payout of individual incentive is 100% discretionary.

E. Extraordinary Events

For purposes of calculating the amount of Cash-Based Awards, the Committee may adjust the performance results or the Cash-Based Awards to reflect the following extraordinary events and other similar items:

1. Equity issuances;
2. Debt issuances;
3. Discontinued operations;
4. Mergers, acquisitions, and divestitures;
5. Capital expenditures;
6. Asset write-downs;
7. Litigation or claim judgments or settlements;
8. The effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results;
9. Any reorganization or restructuring programs;
10. Foreign exchange gains and losses;
11. Extraordinary, unusual, or other nonrecurring items as described in U.S. Generally Accepted Accounting Principles or as described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation’s consolidated report to the investment community or investor letters;
12. Significant movements in gas prices; and
13. Significant changes in the law.

4. General Timing of Payment

If payable, the Participant’s incentive will be distributed to the Participant, or the Participant’s estate in the event of the Participant’s death before payment, in cash in a single sum, as soon after the end of the applicable Performance Period as practicable, but no later than March 15 after the end of the Performance Period in accordance with the Corporation’s payroll practices.

5. Notices

Any notice required or permitted to be given by the Corporation or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Participant, his or her beneficiary, executors, administrators, successors, assigns or transferees, at the last address shown for the Participant on the records of the Corporation or subsequently provided in writing to the Corporation.

6. Miscellaneous Provisions

A. Nothing contained herein will confer upon any Participant the right to be retained in the service of the Corporation or any Affiliate thereof nor limit or interfere with, in any way, the right of the Corporation or any Affiliate thereof to discharge any Participant at any time for any reasons whatsoever, with or without cause, or to modify an Participant’s position, duties or other terms of employment.

B. The provisions of the Plan shall be construed and interpreted according to the laws of the State of Indiana, except as preempted by federal law.

C. The Committee retains all discretion conferred under the Plan to determine any amount payable under the Program.

2022 CASH-BASED AWARDS PROGRAM
TERMS AND CONDITIONS FOR OFFICER PARTICIPANTS
a/k/a “Short Term Incentive Plan”

NiSource Inc.
2020 Omnibus Incentive Plan

1. Background

Under Article XI of the NiSource Inc. 2020 Omnibus Incentive Plan (the “Plan”), and subject to its terms, the Compensation Committee (the “Committee”) of the Board of Directors of NiSource Inc. (the “Corporation”) may grant Cash-Based Awards to Participants subject to such terms and conditions as determined by the Committee. This document describes the terms and conditions under which Cash-Based Awards may be paid for performance beginning January 1, 2022 and ending December 31, 2022 (the ”Performance Period”), to Employees who are Officers (as defined below). Officers are not eligible to participate in any other 2022 Cash-Based Award program, except as otherwise expressly determined by the Committee. Any capitalized term that is not defined in this document shall have the meaning assigned to it in the Plan.

2. Eligibility for Participation

All Employees who hold the title of Chief Executive Officer, Executive Vice President, Senior Vice President, President, Vice President or equivalent position, as determined in the sole discretion of the Committee or its delegate (“Officers”), are eligible to participate in this 2022 Cash-Based Awards Program (the “Program”) under the Plan, subject to the terms and conditions set forth herein; provided, however, that the Committee or its delegate may add additional Officers and remove Officers in its discretion. Eligible Employees chosen to participate in the Program are “Participants.” Designation by the Committee or its delegate as a Participant in the Performance Period shall not confer on such Participant the right to be a Participant in any other performance period and designation as a participant in any other performance period shall not confer on any Employee the right to be a Participant in this Program.

Except as provided below, an Officer whose employment with the Corporation and its Affiliates terminates prior to the end of the Performance Period will cease to be a Participant and will not be eligible to receive any payment under this Program. An Officer who terminates his or her employment after the end of the Performance Period but before the distribution of the incentive payment will be eligible to receive a payment due under this Program, unless terminated “for cause” in which case he or she will not be eligible to receive a payment under the Program. Notwithstanding the foregoing, any Officer who terminates employment with the Corporation and its Affiliates during the Performance Period due to death, disability or retirement will be eligible to receive a payment due under this Program on a pro-rated basis to reflect Service from the beginning of the Performance Period through the date of termination of employment. For purposes of this Program, (i) “retirement” means the Officer’s termination from Service at or after attainment of age 55 and completion of at least 10 years of continuous Service, measured from the most recent date of hire with the Corporation or an Affiliate and (ii) “disability” means the Officer’s disability as defined in the long-term disability plan of the Corporation or one of its Affiliates that is applicable to the Officer.

3. Cash-Based Award Performance Measures, Targets and Opportunities

A. Financial and Safety Measures

The performance measures for the Performance Period will be NOEPS (70%) and Safety (30%).

i. NOEPS Financial Measure

The NOEPS measure is based on the Corporation's achievement of net operating earnings per share, after accounting for the cost of payments under the Program ("NOEPS"). The Corporation shall have full discretion and authority to determine whether this measure has been achieved and whether any adjustments shall be made in the calculation of NOEPS to reflect unusual or non-recurring events.

ii. Safety Measure

The Safety measure is based on the Corporation's safety scorecard ("Safety Scorecard"), which consists of specific goals in five categories with the following weightings: Severe Injury and Event Reduction, weighted 5%; Field Safety Observations, weighted 5%; Process Safety Incidents, weighted 10%; Operational Rigor – Standard Operating Procedure (SOP) Utilization, weighted 5%; and Records and Technology that are designed to measure the Corporation's progress in improving safety performance, combined weighted 5%; [Completion of 100% of POD and District Regulator Station Isometric Drawings for Above Ground Assets, Buried Control Lines Located and Mapped on Isometric Drawings (>=125# Station Inlet Pressure), Percent of leak survey main miles completed by Picarro Technology, Percent of identified field employees protected with 4 gas sensor/Lone Worker technology (NiSafe/Blackline)].

Part 3(C) identifies the tiers of NOEPS and Safety performance and the corresponding payout percentages of Eligible Earnings that will be used to calculate the amount of an Officer's incentive opportunity.

B. Goals and Payout Percentages

i. NOEPS Goal

NOEPS	Individual Payout Percentage
$1.52	Stretch %
$1.44-1.46	Target %
$1.38	Trigger %

ii. Safety Goals

1:

Severe Injury and Event Reduction	**Individual Payout Percentage**
% Year Over Year (YOY) reduction of severe injuries and events	
50%	Stretch %
20%	Target %
10%	Trigger %

2:

Field Safety Observations	**Individual Payout Percentage**
Number of qualified executive, leadership and safety team observations	
39,160	Stretch %
35,600	Target %
35,600	Trigger %

3:

Process Safety Incidents	**Individual Payout Percentage**
Significant injuries or fatalities (SIF) or PHMSA reportable incidents due to process safety failures	
0 occurrences	Stretch %
0 occurrences	Target %
0 occurrences	Trigger %

4:

Operational Rigor - SOP Utilization	**Individual Payout Percentage**
% of Exceptions cleared within 30 days or less	
98	Stretch %
95	Target %
90	Trigger %

5:

Records and Technology:	Individual Payout Percentage		
	Stretch	**Target**	**Trigger**
Completion of 100% of POD and District Regulator Station Isometric Drawings for Above Ground Assets	100%	97%	93%
Buried Control Lines Located and Mapped on Isometric Drawings (>=125# Station Inlet Pressure)	12%	10%	7%
Percent of leak survey main miles completed by Picarro technology	30%	27%	25%
Percent of identified field employees protected with 4 gas sensor/Lone Worker technology (NiSafe/Blackline)	100%	98%	95%

C. Incentive Pool Creation:

The individual incentive opportunity for an Officer is calculated as follows:

[(NOEPS: individual payout percentage X 70%)
PLUS
(Severe Injury and Event Reduction: individual payout percentage X 5%)
PLUS
(Percent of required observations completed: individual payout percentage X 5%)
PLUS
(Process Safety Incidents: individual payout percentage X 10%)
PLUS
(Operational Rigor - SOP Utilization: individual payout percentage X 5%)
PLUS
(Records and Technology: individual payout percentage X 5%)]
MULTIPLIED BY (TIMES)
Officer Eligible Earnings

Eligible Earnings consist of the Officer's base earnings for the Performance Period, unless otherwise determined by the Committee. Reimbursements for educational assistance, relocation, meals and mileage, as well as incentive payments, stock option gains, the value of equity awards vesting, and long-term disability payments are not included in Eligible Earnings.

The individual incentive opportunity for all Officers will be added together, and the sum will equal the Officer Incentive Pool. Notwithstanding anything herein to the contrary, the Committee reserves the right to reduce the payouts for any other factors it deems relevant, including an assessment of individual performance. The payout of individual incentive is 100% discretionary.

D. Extraordinary Events

For purposes of calculating the amount of Cash-Based Awards, the Committee may adjust the performance results or the Cash-Based Awards to reflect the following extraordinary events and other similar items:

1. Equity issuances;
2. Debt issuances;
3. Discontinued operations;
4. Mergers, acquisitions, and divestitures;
5. Capital expenditures;
6. Asset write-downs;
7. Litigation or claim judgments or settlements;
8. The effect of changes in tax laws, accounting principles, or other laws or provisions affecting reported results;
9. Any reorganization or restructuring programs;
10. Foreign exchange gains and losses;
11. Extraordinary, unusual, or other nonrecurring items as described in U.S. Generally Accepted Accounting Principles or as described in management's discussion and analysis of financial condition and results of operations appearing in the Corporation's consolidated report to the investment community or investor letters;
12. Significant movements in gas prices; and
13. Significant changes in the law.

4. General Timing of Payment

If payable, the Officer's incentive will be distributed to the Officer, or the Officer's estate in the event of the Officer's death before payment, in cash in a single sum as soon after the end of the applicable Performance Period as practicable, but no later than March 15 after the end of the Performance Period, in accordance with the Corporation's payroll practices.

5. Notices

Any notice required or permitted to be given by the Corporation or the Committee pursuant to the Plan shall be deemed given when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the Officer, his or her beneficiary, executors, administrators, successors, assigns or transferees, at the last address shown for the Officer on the records of the Corporation or subsequently provided in writing to the Corporation.

6. Miscellaneous Provisions

A. Nothing contained herein will confer upon any Officer the right to be retained in the service of the Corporation or any Affiliate thereof, nor limit or interfere with, in any way, the right of the Corporation or any Affiliate thereof to discharge any Officer at any time for any reason whatsoever, with or without cause, or to modify an Officer's position, duties or other terms of employment.

B. The provisions of the Plan shall be construed and interpreted according to the laws of the State of Indiana, except as preempted by federal law.

C. The Committee retains all discretion conferred under the Plan to administer the Program and to determine any amount payable under the Program.