Ohio Natural Gas Supply Contract Summary

Natural Gas Supplier Information	Horizon Power and Light, LLC, 539 Commerce Street, #779, Dallas, TX 75208. Phone: 1-866-727-5658 PUCO License: 25-141309G www.hplco.com You have chosen Horizon Power and Light, LLC ("Horizon") as your natural gas supplier. Horizon is not affiliated with your Natural Gas Distribution Company (NGDC). Horizon is responsible for the gas commodity/supply charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's charges for delivering your natural gas.
Price Structure	**Variable Price**
Natural Gas/Supply Price	The price you will pay for the first billing cycle will be $X.XXXX per CCF. Thereafter the price each month will vary each billing cycle on the following factors: Horizon's actual and estimated costs of obtaining wholesale natural gas supply from any sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation costs incurred by Horizon, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. This Agreement does not include Utility charges. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	Customer is eligible to receive ten percent (10%) of their total Horizon supply charges as cash back every six months, under the following terms and conditions. In order to receive the 10% cash back refund, Customer must remain a customer of Horizon's for six (6) consecutive months of service and Customer must pay all utility bills that include Horizon's supply charges in full and on time for all six months ("Incentive Offer"). The Incentive Offer is available to Customer after every six consecutive months of Horizon service, under the same terms and conditions. To claim the Incentive Offer, Customer must call Horizon at 866-727-5658 and verbally request payment of the Incentive Offer. The call to request payment must be made within forty-five (45) days after the utility invoice that includes Horizon's charges has been paid for the sixth (6th) of six (6) service periods.
Contract Start Date	This agreement will begin on the date set by your NGDC
Contract Duration/Length	This Agreement will continue until either party provides notice of its intent to cancel the Agreement.
Cancellation/Early Termination Fees	None
End of Contract	Whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Horizon by phone at 1-866-727-5658 or by email at customercare@hplco.com

OHIO
Variable Rate Natural Gas Customer Contract

Terms and Conditions (v.1)

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Horizon Power and Light, LLC ("Horizon" or "Seller"), an energy supplier certified by the Public Utilities Commission of Ohio ("PUCO") certificate number 25-141309G and the undersigned customer ("Buyer" or "Customer" or "you") under which Customer shall initiate natural gas supply service and begin enrollment with Horizon (the "Contract" and/or "Agreement. You agree to purchase electric supply service from Horizon for the Account Number(s) and Service Address(es) identified by you during the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Terms and Conditions of this Agreement, Horizon agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the natural gas supply, as estimated by Horizon, necessary to meet Customer's requirements based upon consumption data obtained by Horizon or the delivery schedule of the Natural Gas Distribution Utility ("Utility"). The amount of natural gas delivered supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Horizon or the Utility's delivery schedule. The Utility will continue to deliver the natural gas supplied by Horizon. You will receive a single bill from your local utility that will contain your natural gas distribution charges and Horizon charges. For residential customers, there is no charge for starting or stopping natural gas supply service if done within the terms of this Agreement. The services that Horizon provides under this Contract are natural gas supply services. Horizon representatives are also available to assist with questions or concerns regarding the natural gas supply service, billing, and other related inquiries. There are no minimum use requirements or time-of-use restrictions for this Horizon energy supply offering.

2. PRICE; BILLING: The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees. Customer usage for energy delivered under this Agreement will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility, and payment is due by date provided on Customer's Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer's service may be cancelled in accordance with the Utility's tariffs and the Customer's Agreement with Horizon. Horizon does not offer budget billing services**.** Horizon does not require a deposit, but your Utility may request a security deposit for amounts which include supplier charges. In the future, Horizon may, upon its sole discretion, decide to change your billing method to supplier consolidated billing ("SCB"). Under SCB, Horizon will send you a bill that will include all delivery and supply charges for natural gas. If Horizon decides to change your billing method to SCB, Horizon will send you all required notices advising you of the change, and you will have the right to accept the change, refuse the change and remain on utility consolidated billing if Horizon continues to offer it, return to your utility's supply service, or switch to another supplier. Horizon does not offer budget billing for the supply portion of the bill. Failure to pay natural gas utility charges may result in the customer being disconnected in accordance with the utility tariff. The natural gas utility may charge switching fees to the customer. Customer has the right to request from Horizon, twice within a twelve-month period, up to twenty-four months of the customer's payment history without charge.

<u>Natural Gas</u>

This is a variable price agreement. Variable rates are rates that may fluctuate from one billing period to the next during the term of the contract, based on a variety of factors. This is not a fixed price agreement. The price you

will pay for the first billing cycle will be $X.XXXX per CCF. Thereafter the price each month will vary each billing cycle on the following factors: Horizon's actual and estimated costs of obtaining wholesale natural gas supply from any sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation costs incurred by Horizon, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. This Agreement does not include Utility charges. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill. The price of energy can change each billing period. Customer's utility may charge switching fees under its tariff.

3. TERM This Agreement shall begin on the date set by your Utility and shall continue until terminated by either you or Horizon. See also Section 6 below. This Agreement will automatically terminate if: (i) the requested service location is not served by the Utility (ii) Customer moves outside the Utility service area or into an area where Horizon charges a different price, or (iii) Horizon terminates service to Customer due to Customer's failure to pay. Horizon may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements.

4. CONTRACT AMENDMENT: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Horizon incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by written notice.

5. RIGHT OF RESCISSION: Your utility will send you a notice to confirm your choice of Horizon as your supplier. You may rescind this Contract without penalty within 7 business days following the postmark date on the electric utility's confirmation by calling the toll-free number or sending a written notice to the electric utility or by contacting Horizon at 1-866-727-5658, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Horizon at: Horizon Power and Light, LLC ("Horizon"), 539 Commerce Street, #779, Dallas, TX 75208.

6. RENEWAL: This Agreement will continue until either party provides notice of its intent to cancel the Agreement.

7. CANCELLATION BY HORIZON: During the Initial Term, Horizon reserves the right to cancel this Agreement for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, a Residential customer moves outside the Utility service area or to an area not served by Horizon, disability that rends the Customer of record unable to pay for Horizon service and/or the Customer of record's death.

8. EFFECT OF CANCELLATION: If Horizon cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility. If a customer switches back to the Utility for supply service, they may or may not be served under the same rates, terms and conditions that apply to other customers served by the Utility

9. CANCELLATION: Customer may terminate this agreement at any time with no fee or penalty. Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Horizon Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an

estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **Company-Initiated Cancellation** – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. **Customer-Initiated Cancellation** – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. **Customer Move** – Customer has a right to terminate the contract without penalty in the event the customer relocates outside the service territory of the incumbent natural gas company or within the service territory of an incumbent natural gas company that does not permit portability of the contract. If the Customer moves from the address in this Agreement to a new location outside of the utility's service territory, then this Agreement is cancelled. If you move within your utility's service territory, supply service from Horizon will continue under this Contract at the new service location. If the customer voluntarily returns to the incumbent natural gas company after choosing a retail natural gas supplier or opt-in governmental aggregator, the customer may be charged a price other than the incumbent natural gas company's applicable tariff rate.

10. PENALTIES, FEES AND EXCEPTIONS: You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. There is no termination fee.

11. AGENCY: Customer hereby designates Horizon as agent to; (a) arrange and administer contracts and service agreements between Customer and Horizon and those entities including the wholesale natural gas provider or driller or producer or pipeline operator and any other entity involved in consummating the natural gas transaction, transmission and delivery of Customer natural gas supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of natural gas to the Delivery Point and the Customer's end-use premises. Horizon as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility These services are provided on an arm's length basis and market-based compensation and may or may not be included in the rate noted above.

12. DELIVERY POINT, TITLE AND TAXES: Horizon will cause the natural gas to be delivered to the applicable utility City Gate (the "Delivery Point"), at Horizon's sole cost and expense. Customer and Horizon agree that title to, control of, and risk of loss to the natural gas supplied by Horizon under this Agreement will transfer from Horizon to Customer at the Sales Point(s).

13. WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Horizon. Horizon makes no representations or warranties other than those expressly set forth in this Agreement, and Horizon expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's Utility, pandemic or Horizon's transportation capacity, or Customer's Utility's appropriation of electricity, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating

to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

15. LIABILITY: The sole remedy in any claim or suit by Customer against Horizon will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. TO THE EXTENT PERMITTED BY OHIO OR FEDERAL CONSUMER PROTECTION LAWS NEITHER HORIZON OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the Utility.

17. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL: In the event of a billing dispute or a disagreement involving Horizon service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Horizon by telephone or in writing as provided above. If your complaint is not resolved after you have called Horizon and/or your Utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact PUC via 7-1-1 (Ohio Relay Service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org

TO THE EXTENT PERMISSIBLE BY OHIO OR FEDERAL CONSUMER PROTECTION LAWS, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE RESOLVED BY A COURT IN THE STATE OF OHIO OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL, AND CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT

18. ASSIGNMENT: Customer may not assign its interests in and obligations under this Agreement without the express written consent of Horizon. Horizon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the PUCO. In the event this Agreement is to be assigned to another energy supplier, or other entity, Horizon will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

19. TELEPHONIC COMMUNICATION: By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Horizon its affiliates and/or assigns, at the telephone number(s) you provide to Horizon its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

20. INFORMATION RELEASE AUTHORIZATION: Throughout the term, you authorize Horizon to obtain information from the Utility that includes, but is not limited to: consumption history, billing determinant,

public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Horizon to determine whether it will commence and/or continue to provide energy supply service to Customer and Horizon is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for Horizon's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRNGS provider. Customer's execution of this Agreement shall constitute authorization for the release of this information to Horizon. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Horizon or calling Horizon at 1-866-727-5658. Horizon reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

21. CONTACT INFORMATION: Customer may contact Horizon at 1-866-727-5658, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Horizon at: Horizon Power and Light, LLC ("Horizon"), 539 W Commerce Str. #779, Dallas, TX 75208. You may also visit us online at www.hplco.com.

Utility Information

Duke Energy
100 E. Main St
Mail Drop WP 890
Plainfield, IN 46168
1-800-544-6900

Dominion Energy Ohio
P.O. Box 5759
Cleveland, OH 44101-0759
1-800-362-7557

Columbia Gas of Ohio
290 W. Nationwide Blvd
Columbus, OH 43215
1-800-344-4077

22. EMERGENCY SERVICE: In the event of an electric power outage or other emergency, you should contact your utility immediately.

23. CHOICE OF LAWS: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in Ohio. This Agreement shall be construed under and shall be governed by the laws of Ohio without regard to the application of its conflicts of law principles.

24. PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

25. CONFIDENTIALITY: Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Horizon.

26. FORWARD CONTRACT: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Electric generation will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

27. **ONSITE GENERATION/NET METERING:** If you currently own or plan to install during the term of this Agreement solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the Utility, you must notify us in order for us to determine your eligibility to enroll with Horizon or continue to be served by Horizon. Horizon reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage.

28.ENERGY ASSISTANCE STATUS: By signing this Agreement to enroll with Horizon, you are confirming that you are not receiving, and have not received during the previous fiscal year, energy assistance from an energy assistance program, such as PIPP.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer's Authorized Representative

Name_____

Signature_____

Date_____

Horizon Authorized Representative

Name_____

Signature_____

Date_____