Pennsylvania Natural Gas Supply Contract Summary

Natural Gas Supplier Information	Horizon Power and Light, LLC, 539 W Commerce Str. #779, Dallas, TX 75208. Phone: 1-866-727-5658 PUC License: A-2025-3053428 www.hplco.com Horizon is responsible for gas commodity/supply charges on your bill.
Price Structure	**Variable Price**
Generation/Supply Price	The price you will pay for the first billing cycle will be $X.XXX 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	None
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 after receiving this disclosure statement by contacting Horizon by phone at 1-866-727-5658 or by email at customercare@hplco.com

Pennsylvania
Disclosure Statement

General Terms and Conditions

1. AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between Horizon Power and Light, LLC ("Horizon" or "Seller"), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers are: A-2025-3053428 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"), which includes the Contract Summary and these Terms and Conditions. You agree to purchase natural gas service from Horizon for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, 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 Contract Summary and these 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 Company (the "NDC" or "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 NDC's delivery schedule. The NDC 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 service if done within the terms of this Agreement.

2. DEFINITIONS.
Commodity Charges - The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).
Distribution Charges - The charges for the delivery of natural gas from the point of receipt into the NGDC's system.

3. PRICE; BILLING: The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for natural ga 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. Customer has the right to request from Horizon up to twenty-four (24) months of Customer's Horizon charges. Natural gas supply prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

Natural gas
Price – Variable Rate: The price you will pay for the first billing cycle will be $X.XXX 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.** For variable pricing plans, you may obtain the previous 24 months' average monthly pricing for your rate class and Utility service territory by visiting us at www.hplco.com/supply-rates or contacting us at the contact information contained in Section 22 below. You can contact Horizon each month at 866-727-5658 to obtain your current rate for that day.

4. TERM This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the "Initial Term"). See also Section 7 below.

5. 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 two separate notices discussed in Section 7 below.

6. RIGHT OF RESCISSION: Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving this disclosure. Customer may contact Horizon by phone or in writing to cancel this agreement. See Section 22 for how to contact us.

7. RENEWAL: Whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward.

8. CANCELLATION BY HORIZON: During the Initial Term, Horizon reserves the right to cancel this Agreement at any time 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, Residential customers move 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.

9. 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.

10. CANCELLATION: 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** – If the customer moves from the address listed above, this Agreement is cancelled.

11. 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 NGDC 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 early cancellation fee for variable rate plans.**

12. 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 NGDC 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 NGDC and in response to information provided by the NGDC. 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.

13. DELIVERY POINT, TITLE AND TAXES: Horizon will cause the energy 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).

14. 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.

15. 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 NGDC, pandemic or Horizon's transportation capacity, or Customer's NGDC's appropriation of natural gas 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 natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

16. 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. IN NO EVENT WILL EITHER 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.

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

18. 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 after communication with Horizon, Customer is not satisfied, Customer may contact the Pennsylvania Public Utility Commission by telephone at 1.800.692.7380 or in writing at 400 North St., Harrisburg, PA 17120. **ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. 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 SUBJECT TO ARBITRATION OR PERTAINING TO THE MARKETING OR PERFORMANCE OF HORIZON'S SERVICES.**

19. 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 Pennsylvania Public Utility Commission. 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.

20. 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.

21. INFORMATION RELEASE AUTHORIZATION: Horizon may obtain customer account information from the NGDC, such as your name, address, telephone number, gas usage, and historic payment information, for the purposes of coordinating your enrollment and ongoing service. Horizon will maintain the confidentiality of your personal information as required by applicable PUC regulations and Federal and State laws. The 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.

22. CONTACT INFORMATION: Customer may contact Horizon Service Contact Center 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: 539 W Commerce Str. #779, Dallas, TX 75208. You may also visit us online at www.hplco.com. Shopping for a natural gas supplier is available at www.PaGasSwitch.com by calling the Commission at 1.800.692.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at www.oca.state.pa.us.

23. EMERGENCY SERVICE: Your NGDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the NGDC.

24. 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 the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

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

26. 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

27. 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) natural gas supply 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.

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_____