



**Energy Harbor LLC
Pennsylvania Natural Gas Agreement Pricing Attachment**

By executing this completed Pricing Attachment, Customer acknowledges agreement with the Terms and Conditions (together the "Agreement").

CUSTOMER INFORMATION:

Company:					
Billing Address:					
City:		State:		Zip:	
Contact Phone:			Email:		
Federal Tax ID #:			Tax Exempt (If "yes" please submit copy of certificate with contract): Yes <input type="checkbox"/> No <input type="checkbox"/>		

ACCOUNT INFORMATION (if more than 1 account, please complete page 2):

Account #:					
Service Address:					
City:		State:		Zip:	
Mailing Address:					

NGDC/Natural Gas Distribution Company (Check One):

<input type="checkbox"/> Columbia Gas of PA (COL-PA) therms	<input type="checkbox"/> National Fuel Gas Dist. (NFPA) Ccf	<input type="checkbox"/> PECO (PECO-GAS) Ccf
<input type="checkbox"/> Peoples Natural Gas Co (PEON) Mcf	<input type="checkbox"/> Philadelphia Gas Works (PGW) Ccf	<input type="checkbox"/> UGI (UGI) Ccf

Contract Term:

_____ Months

Price Structure: Fixed

Natural Gas Supply Price	Contract Start Date (MM/YY)*
_____ \$/Ccf or Mcf or therms	_____/____

**The Contract Start Date is an estimate only and shall be determined by the Natural Gas Distribution Company in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date upon which the Natural Gas Distribution Company determines to switch the Customer.*

I hereby agree to purchase natural gas from Energy Harbor under the Terms and Conditions that were included and presented with this offer. I understand and agree to those Terms and Conditions. I affirm that I am an authorized representative of the company listed below and that I have the authority to make decisions on behalf of the company regarding its choice of Energy Harbor for its natural gas supplier. Energy Harbor has my permission to obtain the past and current natural gas usage data of the company for the accounts listed below.

Accepted and Agreed to:

Customer

Sign: _____

Print Name: _____

Title: _____

Date: _____

Energy Harbor LLC

Sign: _____

Print Name: _____

Title: _____

Date: _____



Energy Harbor LLC
Supply Agreement Pricing Attachment – Additional Accounts

ACCOUNT INFORMATION (Only to be used if more than 1 account from Page 1. Please attach as many additional pages as necessary.)

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Account #:		Service Address:			
City:		State:		Zip:	
Mailing Address:					

Small Commercial – Natural Gas Supplier Contract Summary	
Natural Gas Supplier (“NGS”) Information	Energy Harbor LLC, 168 East Market Street, Akron, OH 44308
	1-888-651-5200 (8:00 AM – 5:00 PM EST), excluding holidays and weekends
	PA License No. 2020-3019389
	www.energyharbor.com
	As the NGS, Energy Harbor is responsible for the gas commodity/supply charges.
Natural Gas Price Structure	Fixed Price
Natural Gas Supply Price	\$/Ccf or Mcf or therms
Statement Regarding Savings	During the period your Agreement is in effect, the above price may be higher or lower than the NGDC’s price, which changes over time based upon your NGDC’s procurement structure. Therefore, SAVINGS ARE NOT GUARANTEED.
Deposit Requirements	None
Incentives	There are no offers currently available.
Contract Start Date	The next available start date as determined by your NGDC.
Contract Duration / Length	This contract will continue for an initial period of _____ months after service commences (“Initial Duration”) and then will automatically renew unless cancelled consistent with the terms and conditions set forth in the Disclosure Statement.
Cancellation / Early Termination Fees (“ETF”)	If you terminate this Agreement for any reason other than as expressly provided for herein, or if you fail to make payment as required by this Agreement and the Agreement is cancelled, you will be charged an Early Termination Fee (“ETF”), which will consist of any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the Natural Gas Supply Price at the time of execution of the Pricing Attachment, less the market value of your natural gas supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. However, if you are a Small Business Customer, you will not be subject to an ETF if you terminate this Agreement during the Rescission Period or during the Final Notice Period, as defined in the “Agreement Expiration / Change in Terms” Section of the Disclosure Statement.
End of Contract / Renewal Terms	FOR SMALL BUSINESS CUSTOMERS ONLY: If you have a fixed duration contract approaching the expiration date, or 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. If you fail to respond to these notices, your contract may automatically renew as described in the notices that you receive. FOR ALL OTHER CUSTOMERS: See the attached Disclosure Statement.
Right of Rescission	FOR SMALL BUSINESS CUSTOMERS ONLY: If you are a new or returning customer, you may cancel this Agreement without any fees or charges at any time before midnight of the third Business Day after receiving the Disclosure Statement (“Rescission Period”) by contacting Energy Harbor at 1-888-651-5200.

Small Commercial – Disclosure Statement

ENERGY HARBOR LLC (“Energy Harbor”) agrees to sell, and you agree to buy, your full requirements for natural gas service for your business at the price and on the terms and conditions as specified in the Contract Summary, Pricing Attachment, and in this Disclosure Statement (collectively, “Agreement”). BY ENTERING INTO THIS AGREEMENT, YOU AUTHORIZE ENERGY HARBOR TO CHANGE YOUR NATURAL GAS SUPPLIER AND YOU AUTHORIZE ENERGY HARBOR TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH TO ENERGY HARBOR. Price and other terms of this Agreement are subject to change as provided below. Energy Harbor reserves the right to revoke its natural gas offer for any reason at any time prior to your acceptance of this Agreement. You acknowledge that the contract start date shall be determined by your local natural gas distribution company (“NGDC”) in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date on which your NGDC switches your account. You will receive written notification from the NGDC confirming a pending switch of your natural gas supply service to Energy Harbor. Throughout this Agreement, the words “customer”, “you” and “your” refer to the account holder for the accounts for which the individual is requesting natural gas service. The words “we”, “us” and “our” refer to Energy Harbor. Please keep a copy of this Agreement for your records.

Right of Rescission: FOR SMALL BUSINESS CUSTOMERS ONLY (as defined below): You may cancel this Agreement without any fees or charges at any time before midnight of the third Business Day after receiving this Disclosure Statement (“Rescission Period”) by contacting Energy Harbor at 1-888-651-5200.

Competitive Natural Gas Service: Energy Harbor (PA License No. 2020-3019389) is licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply natural gas services in Pennsylvania. As a Natural Gas Supplier (“NGS”), Energy Harbor will supply the natural gas to your local NGDC based on your usage. Commodity prices and charges are set by the natural gas supplier you have chosen (Energy Harbor). The PUC regulates distribution prices and services. Energy Harbor is not the same company as your NGDC; the prices of Energy Harbor are not regulated by the PUC and you are not required to buy natural gas or other products from Energy Harbor to receive the same quality of service from your local NGDC.

Definitions: Business Days – 8:00 AM – 5:00 PM (EST) Monday through Friday, excluding holidays. Centum Cubic Feet (Ccf) - A standard measure of gas usage, equaling 100 cubic feet of gas. Commodity Charges - The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms). Contract Summary - The separate, one-page document that summarizes the key terms and conditions of this Disclosure Statement. Distribution Charges - The charges for the delivery of natural gas from the point of receipt into the NGDC’s system. Mcf – An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage. Natural Gas Distribution Company (NGDC) - A state regulated natural gas utility that owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company). NGS - Natural Gas Supplier - An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC. Non-basic Services - Optional services which are separate and not required for the physical delivery of natural gas service. Small Business Customer - Business entity that receives natural gas service under a small commercial, small industrial or small business rate classification, and whose aggregate maximum registered annual consumption with the NGDC was less than 300 Mcfs, or equivalent, over the last 12 months.

Eligibility: Any nonresidential retail customer with annual usage that does not exceed 5,000 Mcf in its NGDC service area is eligible for this offer from Energy Harbor, unless the customer participates in energy assistance or low-income rate programs, or is served by a natural gas cooperative or municipally owned utility. Supplying you under this Agreement is conditioned on the NGDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the NGDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the NGDC before we can serve you.

Basic Service Prices and Other Charges: Throughout the period this Agreement is in effect, you agree to pay Energy Harbor the amount per Ccf, Mcf, or therms indicated in the Contract Summary and in the Pricing Attachment as the “Natural Gas Supply Price,” which represents the total cost of your natural gas supply service during the Initial Duration (“Retail Natural Gas Service”). That Natural Gas Supply Price includes natural gas commodity charges and Gross Receipts Tax (GRT), but does not include state and local sales taxes or other taxes which may be assessed by your NGDC. In addition to Energy Harbor’s charges, you will be charged by your NGDC for distribution and various other charges. The total amount that is due to Energy Harbor will be calculated by multiplying your fixed price by your natural gas usage as measured and reported to us by the NGDC during the applicable billing period.

Price to Compare: The NGDC’s current price to compare may change from time to time. Energy Harbor cannot guarantee savings over the NGDC’s rates for the entire period this Agreement is in effect. Any potential savings are limited to a comparison against the NGDC’s price to compare applicable at the time you enter into this Agreement.

Length of Agreement / Automatic Renewal: Except as otherwise provided for herein, your Retail Natural Gas Service from Energy Harbor will commence on the next available meter reading, following the three (3) business day Rescission Period (if applicable), the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the terms set forth herein), and the processing of the enrollment by your NGDC. Your switch to Energy Harbor as your natural gas supplier may take up to two (2) billing cycles to take effect. If your NGDC requires specific enrollment thresholds or quotas from Energy Harbor, your enrollment will be submitted to the NGDC when the threshold or quota is met by Energy Harbor. Except as otherwise provided for herein, your Retail Natural Gas Service will continue for the number of months indicated in the Contract Summary (“Initial Duration”). Prior to the expiration of the Initial Duration, you will receive notices as outlined in the “Agreement Expiration / Change in Terms” Section below. **IF YOU DO NOT AFFIRMATIVELY CANCEL THIS AGREEMENT AS OUTLINED IN ANY RENEWAL NOTIFICATION(S), YOUR RETAIL NATURAL GAS SERVICE FROM ENERGY HARBOR WILL AUTOMATICALLY RENEW AS OUTLINED IN SAID NOTICE(S); HOWEVER, IF YOU ARE A SMALL BUSINESS CUSTOMER, YOU MAY CANCEL YOUR RENEWED AGREEMENT AT**



ANY TIME WITHOUT PENALTIES OR FEES.

Billing and Payment: You will receive a single bill from your NGDC that will contain both NGDC charges and Energy Harbor charges. All payments should be made to the NGDC. Any unpaid amounts shall be subject to late payment charges. Your NGDC may request a security deposit for amounts which include Energy Harbor charges. Your NGDC maintains the right to terminate service for any unpaid NGDC charges or Energy Harbor charges, pursuant to PUC regulations. You will be responsible for paying for all natural gas supplied to the service address of this Agreement until the date this Agreement expires, or is cancelled or terminated in accordance with its terms.

Early Termination Fees: If you terminate this Agreement for any reason other than as expressly provided for herein, or if you fail to make payment as required by this Agreement and the Agreement is cancelled, you will be charged an Early Termination Fee ("ETF"), which will consist of any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the Natural Gas Supply Price at the time of execution of the Pricing Attachment, less the market value of your natural gas supply, including such difference for the months remaining in the term as determined at the time of termination using standard industry practices. However, if you are a Small Business Customer, you will not be subject to an ETF if you terminate this Agreement during the Rescission Period or during the Final Notice Period (as defined in the "Agreement Expiration / Change in Terms" Section below).

Customer Consent and Information Release Authorization: By entering into this Agreement for Retail Natural Gas Service from Energy Harbor, you understand and agree to the terms and conditions herein. In order to process your enrollment, you authorize Energy Harbor to obtain certain information from your NGDC that includes, but is not limited to: account number, billing address and history, payment history, historical and future natural gas usage, meter readings, and characteristics of natural gas service (referred to herein as "Confidential Information"). Energy Harbor will maintain the confidentiality of Confidential Information, as well as your personal information, such as your name, address and telephone number (referred to herein as "Personal Information") as required by applicable PUC regulations and Federal and State laws. You authorize Energy Harbor to release Confidential and Personal Information in connection with your Retail Natural Gas Service to Energy Harbor's employees, affiliates, lenders, counsel, accountants, contractors or advisors on a need to know basis, provide said individuals agree to ensure its confidentiality in accordance with the aforementioned laws and regulations. Your authorization to release both Confidential and Personal Information shall remain in effect throughout the period this Agreement is in effect, unless revoked in part or in its entirety in writing by you. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Agreement in the event these authorizations are revoked.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-651-5200. Such revocation has no bearing on your ability to contract with Energy Harbor.

Agreement Expiration / Change in Terms:

FOR SMALL BUSINESS CUSTOMERS ONLY: Unless cancelled earlier as provided in the "Cancellation Provisions" Section, if you have a fixed duration contract approaching the expiration date, or 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 ("Final Notice Period") of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward, including any automatic renewal instructions. **UNLESS OTHERWISE PROPERLY CANCELLED, THIS AGREEMENT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THE NOTICES THAT YOU RECEIVE. IN ORDER TO PROPERLY CANCEL BEFORE AN AUTOMATIC RENEWAL, PLEASE REFER TO THE INSTRUCTIONS IN THE NOTICES THAT YOU RECEIVE. YOU WILL NOT BE CHARGED AN EARLY TERMINATION FEE IF YOU ELECT TO CANCEL THIS AGREEMENT DURING THE FINAL NOTICE PERIOD.**

FOR ALL OTHER CUSTOMERS: You will receive a notice of expiration at least forty-five (45) days before your contract is scheduled to expire. At the end of the Initial Duration, and unless otherwise stated in the notice that you receive, this Agreement will automatically renew on a month-to-month basis ("Renewal Term") without additional notification, unless you or Energy Harbor affirmatively cancel the Agreement prior to the expiration date set forth in the notice. During the Renewal Term, and unless otherwise stated in the notice that you receive, the Terms and Conditions set forth in this Disclosure Statement shall remain the same except that the Natural Gas Supply Price shall be a variable price that may be higher or lower each month and will be determined in Energy Harbor's sole discretion based upon generally prevailing market and business conditions (including but not limited to Energy Harbor's cost to provide service and supply, margin, losses, and other applicable charges) at the applicable natural gas market area for the applicable period. Weather fluctuations may impact the variable price during the Renewal Term. During the Renewal Term, you understand there is no limit on how much the variable price may change from one billing month to the next. You are responsible for arranging your Retail Natural Gas Service upon the expiration of this Agreement, or any extension thereof.

Cancellation Provisions: Small Business Customers may rescind this Agreement with Energy Harbor during the three (3) business day Rescission Period



by calling Energy Harbor at 1-888-651-5200. For all other customers, or if this Agreement is not rescinded during the Rescission Period, enrollment will be sent to your NGDC. A confirmation notice of transfer of service will be sent to you by your NGDC at which time you may also cancel this Agreement consistent with the instructions provided by your NGDC. If you are a renewing customer, your NGDC will not send you a confirmation notice, unless otherwise required by law. Energy Harbor may cancel this Agreement for any nonpayment or any other breach of this Agreement upon thirty (30) days' prior written notice to you of such cancellation. If you fail to cure any nonpayment or breach of this Agreement within the thirty (30) day notice period, we may cancel the Agreement, even if you subsequently cure the nonpayment or breach after such period has expired. Energy Harbor may also cancel this Agreement as set forth in the "Change in Pricing and Other Terms" Section or if we are no longer able to serve you. We also reserve the right to reject your enrollment or cancel this Agreement if:

- You fail to meet or maintain satisfactory credit standing as determined solely by us;
- You fail to meet minimum or maximum threshold consumption levels as determined by us;
- You fail to be eligible for NGDC consolidated billing throughout the entire period that this Agreement is in effect;
- You provide any false, inaccurate or misleading information to Energy Harbor or the NGDC;
- You move within or outside of the NGDC's service territory or you fail to remain a NGDC distribution customer under the applicable rate class throughout the period this Agreement is in effect; or
- You revoke your authorization for release of information provided in the "Customer Consent and Information Release Authorization" Section.

Upon cancellation of this Agreement for any reason, you will return to receiving default supply service from the NGDC, unless you have selected another natural gas supplier. The effective date of any cancellation will be the next applicable meter read date after expiration of the required notice period. Upon any cancellation, you will remain responsible for all obligations, including payment for natural gas charges incurred under this Agreement prior to the effective date of cancellation, and, unless otherwise stated, any early termination fees.

Change in Pricing and Other Terms: This Agreement may be revised at any time by Energy Harbor upon the occurrence of any event beyond our reasonable control that materially increases the obligations of Energy Harbor or the cost of performing such obligations under this Agreement. In such an event, you will receive notices similar to those described in the "Agreement Expiration / Change in Terms" Section above (e.g., for Small Business Customers: two separate notices, one 60-75 days in advance; and the other at least 45 days in advance of any such changes; for all other customers: one notice 45 days in advance). If you do not consent to these changes, your natural gas supply service with Energy Harbor will be cancelled on a date set by the NGDC after expiration of the required notice period and you will be returned to your NGDC unless you have selected another natural gas supplier. This may take one to two billing cycles. You will remain responsible for any unpaid balance as of the cancellation date but we will not assess any cancellation or early termination fees.

Limitation of Liability: YOU AGREE THAT NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE NGDC, WHICH INCLUDE MAINTENANCE OF PIPELINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR CANCELLATION OF SERVICE, DETERIORATION OF RETAIL NATURAL GAS SUPPLY SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF NATURAL GAS SERVICE. NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR CANCEL RETAIL NATURAL GAS SUPPLY SERVICE ON THE DATE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE NGDC. ENERGY HARBOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. IN NO EVENT WILL ENERGY HARBOR OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON AGREEMENT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT.

Assignment: Upon 60 days' prior written notice to you, Energy Harbor may assign, subcontract or delegate all or any part of our rights and/or obligations under this Agreement, including your payment obligations under this Agreement, without your consent. Your assignment notice will include a reminder that your terms and conditions will not change upon assignment. You may not assign any of your rights or obligations under this Agreement without our prior written consent.

Dispute Resolution / Class Action and Jury Trial Waiver: If you have any questions or concerns regarding the terms of service, you may contact us on any Business Day by telephone at 1-888-651-5200 (toll-free) or in writing, any time, at Energy Harbor LLC, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. BOTH YOU AND ENERGY HARBOR AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN



RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUC or to a court with appropriate authority to hear the complaint.

Contact Information: Contact Energy Harbor with any questions concerning this Agreement. You may also contact the PUC or the Pennsylvania Office of Consumer Advocate (“OCA”) if you have any questions about shopping for a natural gas supplier or other matters involving the natural gas industry. The contact information for the PUC is as follows: Telephone: 1-800-692-7380 from 8:00 am to 5:00 pm (EST) weekdays; Mail: PA PUC, 400 North Street, Harrisburg, PA 17120. Website: www.puc.pa.gov for general information or www.pagasswitch.com or other successor media platforms as determined by the PUC for information on shopping for natural gas service. The OCA contact information is as follows: Telephone: 800-684-6560; Website: www.oa.state.pa.us. Energy efficiency information is available upon request from the PUC or the NGDC. Historical billing information is available through your NGDC consistent with its rules governing the same.

Miscellaneous: Except with respect to Energy Harbor’s affiliates and subcontractors under the “Limitation of Liability” Section, there are no third-party beneficiaries of this Agreement. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, and the provisions contained in the “Limitation of Liability” and “Dispute Resolution / Class Action and Jury Trial Waiver” Sections above, will survive expiration or cancellation for any reason. This Agreement constitutes the entire agreement between you and Energy Harbor. No statement, promise or inducement made by either party not contained in this Agreement will be valid or binding. Unless otherwise stated, any reference to days will mean calendar days.

IN THE EVENT OF AN EMERGENCY OR GAS LEAKAGE, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL NATURAL GAS DISTRIBUTION COMPANY.