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May 21, 2026

**Via: FedEx and Electronic Filing**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**RE: Spark Energy Gas, LLC – Docket No. A-2026-3060868 - Application Amendment to Add Additional Service Territories and Customer Classes**

On February 24, 2026, Spark Energy Gas, LLC (Docket No. A-125099) submitted a request to amend its application to include additional customer classes for Residential, Small Commercial and Large Commercial as well as additional service territories for National Fuel Gas, Peoples Natural Gas Company-Peoples Natural Gas Division, Peoples Natural Gas Company-Peoples Gas Division and Philadelphi Gas Works. Attached is an amended Disclosure Statement approved by the Bureau of Consumer Services. Also attached is the Certificate of Service.

Should you have any questions or need any further information, please contact me directly at [mjalbert@sparkenergy.com](mailto:mjalbert@sparkenergy.com) or [207-890-4094](tel:207-890-4094).

Respectfully submitted,

A handwritten signature in blue ink that reads 'Muriel Jalbert'.

Muriel Jalbert  
Senior Regulatory Specialist



**«Product Name» - «Renewable Content» Carbon Neutral Plan**  
**Pennsylvania Residential and Small Business Customer**  
**Gas Generation Supplier Contract Summary**

CONTRACT SUMMARY															
Natural Gas Supplier Information	<b>Spark Energy Gas, LLC (“Company”)</b> <b>12140 Wickchester Lane, Suite 100</b> <b>Houston, TX 77079</b> <b>Phone Number: 1-877-547-7275</b> <b>Email: <a href="mailto:customercare@sparkenergy.com">customercare@sparkenergy.com</a></b> <b>Company is responsible for natural gas supply/commodity charges.</b>														
Natural Gas Price Structure	Your rate plan will be a <b>«Plan Type»</b> Rate Plan. If your price structure is variable, then the monthly variable rate will be determined by Company in its sole discretion and may change from month to month. In setting the variable rate, Company may consider business and market conditions, including but not limited to the costs Company incurs in acquiring and delivering electricity from all sources, related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges, or other assessments and Company’s costs, expenses, and margins. There is no limit on how much the price may change from one billing cycle to the next. The supply price may not always provide a savings compared to your local utility. You will not know your new rate until the time of billing. You will be notified of the new price on your monthly bill, and it will apply to usage during that billing cycle.														
Natural Gas Supply Price	<b>«Rate» per «UoM» Plus «Monthly Fee»</b>  <b>For example:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Natural Gas Supply Price:</b></td> <td colspan="3" style="text-align: center;"><b>&lt;&lt;Rate&gt;&gt; per Ccf</b></td> </tr> <tr> <td><b>Generation Price at Various Usage Levels</b></td> <td style="text-align: center;"><b>15 Ccf per Month</b></td> <td style="text-align: center;"><b>80 Ccf per Month</b></td> <td style="text-align: center;"><b>120 Ccf per Month</b></td> </tr> <tr> <td></td> <td style="text-align: center;"><b>\$&lt;&lt;Price&gt;&gt;</b></td> <td style="text-align: center;"><b>\$&lt;&lt;Price&gt;&gt;</b></td> <td style="text-align: center;"><b>\$&lt;&lt;Price&gt;&gt;</b></td> </tr> </table>			<b>Natural Gas Supply Price:</b>	<b>&lt;&lt;Rate&gt;&gt; per Ccf</b>			<b>Generation Price at Various Usage Levels</b>	<b>15 Ccf per Month</b>	<b>80 Ccf per Month</b>	<b>120 Ccf per Month</b>		<b>\$&lt;&lt;Price&gt;&gt;</b>	<b>\$&lt;&lt;Price&gt;&gt;</b>	<b>\$&lt;&lt;Price&gt;&gt;</b>
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Statement Regarding Savings	The supply price may not always provide savings.														
Deposit Requirements	No deposit is required.														
Incentives	<b>«SpecialIncentive»</b> If applicable, the plan you enrolled in has incentives, see section 18 for additional details under Incentives Program and the enclosed Incentive Rider to the Contract.														
Contract Start Date	This agreement will begin on the date set by the NGDC.														
Contract Duration/Length	<b>«Term Length» «Term Type»</b> We will begin supplying natural gas to your account as soon as the NGDC processes your enrollment for the term stated above.														
Cancellation/Early Termination Fees	<b>Fixed: {{ETF}}</b> <b>Variable-No Early Termination Fee</b> You may avoid paying the early termination fee by exercising your Right of Recission, fulfilling the contract Term Length if a fixed contract (or following notices from the Company explaining other options).														

End of Contract	If you have a fixed term contract that will be ending, or whenever Company wants to change the contract, you will receive two separate notices before the contract ends or the change happens. You will receive the first notice 60-75 days before, and the second notice at least 45 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Recission	You may rescind this agreement and avoid an early termination fee, if applicable, by contacting us in writing, by telephone, or by e-mail within three (3) business days of your receipt of the Disclosure Statement by using the contact information listed in the Natural Gas Supplier Information section above.

**«Product Name» - «Renewable Content» Carbon Neutral Plan****Pennsylvania Residential and Small Commercial  
Disclosure Statement and Terms of Service**

This is an agreement for natural gas supply service between Spark Energy Gas, LLC (“Spark Energy”, “Spark”, “Company” or “We”) and you (“You”, “you” or “Customer”), for the service address or addresses set forth in your Welcome Letter. Together, the Disclosure Statement and Terms of Service, your Contract Summary, and your Welcome Letter collectively comprise your agreement with respect to your purchase of natural gas supply service from Company (“Agreement”). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2013-2375988.

**AS DETAILED BELOW IN SECTION 9, THIS AGREEMENT CONTAINS DISPUTE RESOLUTION AND BINDING ARBITRATION TERMS THAT AFFECT YOUR RIGHTS, INCLUDING A OF WAIVER OF CLASS ACTIONS AND JURY TRIALS. PLEASE REVIEW THESE TERMS CAREFULLY AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM. SEE SECTION 9 IF YOU WISH TO OPT OUT OF ARBITRATION.**

**1. RIGHT OF RESCISSION.**

You may rescind this Agreement by contacting Company in writing, by telephone, or by e-mail, within three (3) business days after you receive this Agreement (“Rescission Period”) at the details set forth in Section 17 (m).

**2. DEFINITIONS;**

*a. Commodity Charges* means the charges for basic gas supply service which is sold either by volume (Ccf or Mcf or THM) or heating value (Dekatherms).

*b. Customer Charge means* A monthly charge to cover utility costs such as maintaining the gas lines, meter reading and billing.

*c. Distribution Charge* means The charges for the delivery of natural gas from the point of receipt into the NGDC’s system.

*d. Natural gas distribution company* or (“*NGDC*”) A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (formerly called local distribution company).

*e. Natural Gas Supplier* or (“*NGS*”) means an entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of a utility.

*f. Gas Cost Adjustment* means the amount billed or credited each month to account for differences between projected and actual gas supply costs of the natural gas distribution company.

*g. PA PUC* means the state regulatory agency that provides oversight, policy guidance, and direction to public utilities and suppliers, and provides consumer education services.

Commodity prices and charges are set by the natural gas supplier you have chosen. The PA PUC regulates distribution prices and services.

**3. PLANS AND PRICING.**

a. Fixed Rate Plans. You will pay a fixed rate of per volume or heating value as specified in your Contract Summary and Disclosure Statement for the length of your Term. This price includes Estimated Total State Taxes, but excludes applicable state and local Sales Tax. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Contract Summary and Disclosure Statement. Please see the following example as shown in the contract summary:

<i>Generation Price at Various Usage Levels</i>	<i>Usage :</i>	<i>15 Ccf per Month</i>	<i>80 Ccf per Month</i>	<i>120 Ccf per Month</i>
		<<\$Value>> >	<<\$Value>> >	<<\$Value>> >

b. Variable Rate Plans. The price for the first month of natural gas service provided under this Agreement is shown on the Contract Summary. The price includes the price of energy supply based on service area, and Company’s charges for arranging transmission services and other Pricing Factors. **Please note that after the first month of service, the price is variable and can change each billing period at the sole discretion of Company. There is no limit on how much the price may change from one billing cycle to the next. You will be informed of subsequent prices at the time of billing.** Variable Rates are set at the Company’s sole discretion and are based on numerous pricing factors, may be changed at the Company’s discretion, and may be higher or lower each month based on business and market conditions as well as many other pricing factors (“Pricing Factors”). The list of Pricing Factors are not exhaustive and no single factor will determine any rate charged by the Company, and no single factor should be assumed to be applied immediately in the month incurred. Pricing Factors include, but not limited to, the Company’s assessment of applicable market and business conditions, publicly available market pricing, strategic business and objectives, customer retention or attrition, market volatility and uncertainty, anticipated weather events, anticipated customer usage, legal regulatory issues, operation costs, costs related to consumer bad debt, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected customer bill amounts, service and processing fees and assessments, regulatory and compliance changes and costs, and competitors’ pricing, and applicable pricing reset dates and may include the following additional costs: ancillary services and capacity costs, transmission costs, credit costs, balancing costs, winter reliability costs, costs associated with meeting any applicable renewable offerings, Changes in Law, and a profit margin determined in the Company’s sole discretion that may vary from month-to-month.

YOU MAY OBTAIN A VARIABLE PRICE HISTORY AT [HTTPS://WWW.SPARKENERGY.COM/FAQ/](https://www.sparkenergy.com/faq/) OR BY CALLING 1-877-547-7275. HISTORICAL PRICING IS NOT INDICATIVE OF FUTURE PRICING.

c. Renewable Content. If your plan includes a green, carbon neutral, or renewable energy component, then Company will purchase and retire renewable energy certificates (“RECs”), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your natural gas usage, as disclosed in your Contract Summary if applicable, is offset.

d. Change in Law. This provision applies to all rate plans, whether fixed, index or variable, as allowed by applicable law. This Agreement is subject to any federal, state, local, or transmission provider changes in law, which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, guidance, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a “Change in Law”). If there is a Change in Law which results in an increased cost to the Company, or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, if permitted by applicable law, the Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. Energy delivery shall continue to be

provided by your NGDC.

*e. Taxes.* You are liable for and will pay all taxes applicable to the natural gas service provided by Company for Your account. Commodity charges include estimated total state taxes. Commodity charges exclude state sales tax and county tax. If You are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status. Customer will also be liable for all other assessments and other charges imposed by any governmental authority, including but not limited to, the PUC.

**4. BILLING.** You will receive a single bill from your NGDC. Your NGDC will continue to issue a bill based on your billing cycle and the bill will include your NGDC charges and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Company will use the same meter reading information from the NGDC to derive your natural gas supply charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the NGDC's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the NGDC or previous NGS. Company does not offer budget billing. If your billing period is shorter or longer than your NGDC's standard billing cycle, certain charges may be prorated in accordance with the NGDC tariff and Pennsylvania regulations. Proration ensures that your bill reflects only the actual number of days in your billing period, and you are charged for the days you receive service. Your payment will be due to the NGDC by the date specified in the bill from the NGDC

**5. TERM.** Company will begin supplying your services when the NGDC switches your account to Company. Your Agreement will continue for the Term specified in the Contract Summary or herein. Your Term is based on billing cycles as determined by your NGDC and each billing cycle may not represent a full calendar month. If your NGDC bills bimonthly, Company will treat this as two billing cycles. Your natural gas commodity service will commence within approximately 15-60 days of your enrollment with Company. There may be a delay before the NGDC switches services and you understand that Company is not responsible for any such delays. You may receive written notification from your NGDC confirming your switch to Company. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial term.

**6. PENALTIES, FEES, EXCEPTIONS**

a. Fixed-Customers on a fixed rate agreement who terminate this Agreement after the rescission period and prior to the expiration of the Initial Term, will be charged an early termination fee of <<SX>>

b. Variable-No Early Termination Fee

**7. Cancellation Provisions**

a. *Cancelling Fixed Rate Plans.* **You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period, an early termination fee ("ETF") may apply for the Service you terminate** unless such termination is due to you moving from one location to another, as waiver herein or in a Company notice, or as otherwise provided by applicable law. The applicable ETF is listed in your Contract Summary and will apply for each service you terminate.

b. *Cancelling Variable Rate Plans.* You may terminate a Variable Rate Plan at any time and no ETF will apply unless otherwise detailed in your Contract Summary.

c. *Non-Payment* – If your natural gas service is terminated by your natural gas distribution company, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply service up to the date of termination.

d. *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.

- e. 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 and we will charge the early cancellation fee mentioned above.
- f. Customer Move – If the customer moves from the address listed above, this agreement is cancelled.

**8. RENEWAL NOTICES.** 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. You may cancel this Agreement without penalty prior to the date such change becomes effective.

If you have a non-fixed duration contract and the Company wants to change the contract, you will receive two separate options notices before the changes happen. You will receive the first options notice approximately 60-75 days before the contract change becomes effective, and the second notice (“Second Options Notice”) no less than 45 days before the contract change becomes effective. These notifications will explain your options going forward.

**Furthermore, to the extent that you purchased our Carbon Neutral Plan at the time of enrollment, during a Renewal Period, the product you purchase from Company will not be a Renewable Energy product unless explicitly stated in the Second Options Notification.**

**9. REGULATORY CHANGES** In addition, to the extent you have a fixed rate contract with Company, and performance of your current Agreement becomes uneconomical for Company due to events that are beyond Company’s reasonable control and/or Company is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or Commission rule or order, Company may propose change(s) to our terms of service with you, including, but limited to, passing through such additional costs and, thus, increasing your price. If Company proposes to change our terms of service pursuant to the foregoing, Company shall send you two written notifications. The first notification will be provided approximately 60-75 days in advance of the changes in terms of service. The second notification will be provided at least 45 days in advance of the changes in terms of service. If you find the proposed change unacceptable, you may choose to terminate your

Agreement and choose another supplier or return to NGDC service before the proposed change(s) go into effect, without charge or penalty to you. If you do not respond to the notifications your service with Company will be terminated and we will return you to NGDC service.

**10. AUTHORIZATIONS - CUSTOMER INFORMATION.** Company 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. Company 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 Company. 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 Company or calling Company at 1-877-547-7275. Company reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**11. DISPUTES OR COMPLAINTS.** You have a right to make a formal or informal complaint to the PUC or any regulatory body with authority to review your complaint, and nothing in Section 12, Binding Arbitration, is intended to bar that right to any individual right to complain or dispute

**your issues.** In addition, you can always contact us if you have any questions about your bill or our service. Our customer service representatives will assist with the resolution of your issue or, if they cannot do so immediately, will investigate the matter and report their findings to you. If you have a billing or other dispute that you are not able to resolve with Company, you may contact the PUC.

## 12. BINDING ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.** This Section 12 does not apply to those individual disputes decided by the PUC. We hope we never have a dispute, but if we do, you and Company agree to try for sixty (60) days to resolve it informally. If we can't, you and Company agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide, and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. This Arbitration is mandatory and not permissive.**

a. *Disputes Covered—Everything.* Except as otherwise stated herein, the term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the services, products, website, media, the software related to the services, the services' or products' price, your account, advertising, marketing, communications, pricing actions, Fees, authorizations, your purchase transaction, billing, these terms, and this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation arising between you, a user and Company, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. For example, it includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement; and claims that may arise after the termination of this Agreement.

All disputes and claims must be brought within one (1) year of the claim arising or such claim is barred, abandoned and void. You understand and agree that you will arbitrate with Company in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award.

Notwithstanding the foregoing, either you or Company may bring claims in small claims court in your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed herein. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving your dispute with Company through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY USING OUR SERVICES, USING OUR PRODUCTS, USING OUR WEBSITE, ENROLLING, AND/OR ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. Opting Out of Arbitration. **WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF FIRST SIGNING UP FOR SERVICES OR RECEIVING THIS ARBITRATION PROVISION IF ALREADY RECEIVING SERVICES, IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING BY EMAILING US AT NOARBITRATION@SPARKENERGY.COM OR BY CERTIFIED MAIL TO COMPANY AT ADDRESS ON PAGE 1 OF THIS AGREEMENT, ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR YOUR USE OF THE SERVICES. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH COMPANY.**

c. Pre-Arbitration Process.

i. Notice of Dispute. Before commencing an action in arbitration, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that you demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. Once you have written us the letter, send it to us by certified mail to the Company's address on page 1 of this Agreement.

ii. 60 Day Wait Period. If Company has not been able to resolve your dispute to your satisfaction within sixty (60) days from when we received your Notice of Dispute, you may start arbitration proceedings.

d. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to company. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at [www.adr.org](http://www.adr.org). If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between you and Company. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including User personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. Unless the parties agree otherwise, any arbitration hearing will take place in the county

(or parish) of Your service address. If the amount in dispute is \$10,000 or less, Company agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

*f. The Arbitrator's Award.* An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

*g. Arbitration Fees.* Except as otherwise provided in this arbitration provision, Company will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Company commences or that you commence seeking damages of \$75,000 or less. If You commence an arbitration seeking greater than \$75,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay your share of these fees, you may request a fee waiver from the AAA. In addition, Company will consider reimbursing your share of these fees if you indicate you cannot afford them and, if appropriate, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Company to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and you agree to reimburse Company for any amounts Company may have paid on your behalf.

*h. Governing Law.* Because the Services provided to you involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable. However, the clear intent of the Company entering in this Agreement with User is to be bound by the substantive law of Pennsylvania. Company and User agree that the arbitrator or arbitrators: (i) are bound to decide the legal issues of the terms and conditions of this Agreement in accordance with the substantive law of Pennsylvania, and (ii) are not authorized to and cannot make an award in equity.

*i. Waiver of Class and Representative Actions.* **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Company agree that each party may bring claims against the other only in your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Company account holders, neither You nor Company may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Company proceeds to court rather than through arbitration, You and Company each waive the right to any trial by jury through this Agreement.

*j. Severability and Survival.* If any other portion of this Section 12 arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

k. *Future changes to Dispute Resolution Agreement.* If Company makes any changes to this Section Binding Arbitration provision (other than a change to Company's Notice Address), you may reject any such change by notifying Company via e-mail at [noarbitration@sparkenergy.com](mailto:noarbitration@sparkenergy.com) within 30 days of the change. It is not necessary to submit a rejection of the such changes to this Binding Arbitration provision if you had already properly opted out of arbitration in compliance with the requirements of this Section 12. By rejecting a new change, you are agreeing that we will arbitrate any dispute in accordance with the language of this Binding Arbitration, in accordance with any changes that you did not reject.

**13. COMPANY COMMUNICATIONS POLICY.** By using Company's services and products, you agree to our communications policy contained in this Section 13. By providing us with your email address and phone number, which includes your mobile or cell phone number, you agree to receive all required notices and Company communications, which includes service alerts, billing and collection issues or account recovery concerns as well as marketing and solicitations, electronically, to that email address, or through live calls, texts, and/or robocalls to your provided phone numbers. It is your responsibility to update or change your contact information, and if you do not, you take full responsibility for errors in communication. Email notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our Website, accessible through any standard, commercially available Internet browser.

**Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your services and/or Company account, at any telephone number, or physical or electronic address you**

**provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number, or numbers, you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your Services and/or Company account.**

**You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers and that you will promptly update us with when these numbers change. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us.**

**You agree to notify us: (i) if any such phone number changes; (ii) is no longer active; or (ii) is ported from a landline to a wireless phone number. You can manage your contact preferences by updating us at any time. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.**

This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. You authorize Company to share your customer information with Company agents, to the extent permitted by law.

**14. WARRANTIES. COMPANY MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BY NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**15. LIMITATION OF LIABILITY.** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. **COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. THE LIMITATION OF LIABILITY FOR ALL DAMAGES HEREUNDER IS ONE HUNDRED FIFTY DOLLARS (US\$150.00).** To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**16. FORCE MAJEURE.** If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. Company will take all reasonable steps to remedy the effect of the Force Majeure event. “Force Majeure” means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including qualified scheduling entities and NGDCs, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

## **17. MISCELLANEOUS**

*a. Customer Protections for Residential Customers.* In the event of non-payment of any charges owed to Company, you may be subject to termination of natural gas supply service and the suspension of distribution service under procedures approved by the PUC. You may obtain additional information by contacting Company at 1-877-547-7275 or the PUC by the means provided at the bottom of this Disclosure Statement.

*b. Governing Law.* This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

*c. Entire Agreement.* This Agreement, including an agreement for arbitration and class action waiver, along with the enrollment materials, welcome letter, disclosure documents, renewal notices and any and all other related documents, whether oral or written, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company or any of its agents concerning the subject matter of the Agreement.

*d. Assignment.* Customer may not assign this Agreement, or its obligations under this Agreement without Company’s prior written consent. If the contract is assigned, Company shall inform you, the customer, of this and explain that prior to any contract assignment, Company will provide notice to you with the name of the new natural gas supplier (“NGS”), the contact information for the new NGS, the estimated month and year that the assignment is expected to occur, and language informing the customer that contract terms and conditions will remain unchanged..

*e. Forward Contract and UCC.* You and Company acknowledge and agree that the transactions contemplated by this Agreement constitute “forward contracts” within the meaning of the United States Bankruptcy Code, and further acknowledge and agree that Company is a “forward contract merchant”. Except as otherwise provided for in this this Amendment and the TOS, the provisions of the Uniform Commercial Code (“UCC”) of Pennsylvania shall govern this Agreement and energy shall be deemed a “good” for purposes of the UCC.

*f. No Waiver.* Any failure by Company to enforce any term or condition of Customer’s natural gas supply service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer’s service or to exercise rights under this Agreement.

*g. Severability.* Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

*h. Survival.* The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and class action waiver will survive the termination or expiration of this Agreement.

*i. Counterparts.* The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

*j. Electronic Signatures.* The parties acknowledge and agree that this Agreement and all related agreements and documents to the Services may be executed by your oral recorded agreement or

electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

*k. Written Notice.* Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.

*l. Shopping.* Information about shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

*m. Contact Information.* Residential customers and small business customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes. In the event of an after-hours emergency, you can contact your NGDC at the emergency contact number below.

**Natural Gas Generation Supplier:**

**Spark Energy Gas, LLC**  
**12140 Wickchester Lane, Suite 100**  
**Houston, TX 77079**  
**1-877-547-7275**  
**PA License No.: A-125099**  
**[www.sparkenergy.com](http://www.sparkenergy.com)**  
**Hours of Operation: Monday through Friday (except holidays), 9:00**  
**a.m. to 8:00 p.m., and Saturday 10:00 a.m. to 1:00 p.m. Eastern**  
**Standard Time**

<b>Natural Gas Distribution Companies/Providers of Last Resort &amp; Public Utility Commission</b>	
<b>CONTACT INFORMATION</b>	
<b>Columbia Gas of Pennsylvania</b> 2301 Market Street P.O box 8699 Smithfield, PA 15478 1-888-460-4332 www.columbiagaspa.com <b>In the case of a gas emergency, call:</b> <b>1-888-460-4332</b>	<b>Philadelphia Gas Company</b> 800 W. Montgomery Avenue Philadelphia, PA 19122 1-215-235-7077 www.pgworks.com <b>In the case of a gas emergency, call:</b> <b>1-215-235-1212</b>
<b>National Fuel Gas - Pennsylvania</b> P.O Box 371835 Pittsburgh, PA 15250-7835 1-800-444-3130 www.nationalfuelgas.com <b>In the case of a gas emergency, call:</b> <b>1-800-444-3130</b>	<b>UGI Utilities</b> P.O. Box 13009 Reading, PA 19612-3009 1-800-276-2722 www.ugi.com <b>In the case of a gas emergency, call:</b> <b>1-800-276-2722</b>

<b>PECO</b> 2301 Market St. Pittsburgh, PA 19103 1-800-494-4000 www.peco.com <b>In the case of a gas emergency, call:</b> <b>1-800-841-4141</b>	<b>PEOPLES</b> P.O. Box 535323 Pittsburgh, PA 15253-5323 1-800-764-0111 www.peoples-gas.com <b>In the case of a gas emergency, call:</b> <b>1-800-400-4271</b>
<b>Pennsylvania Public Utility Commission</b> <b>400 North Street</b> <b>Harrisburg, PA 17120</b> <b>Utility Choice Hotline: 1-800-692-7380</b>	

Information about shopping for an natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the PUC, by calling the PUC’s telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us). Your NGDC may have programs available to customers on a limited or fixed income to assist them with payment of NGS service bills. Information on your NGDC’s Universal Service Programs can be obtained by contacting your NGS at the telephone number indicated above.

**18. REWARDS, BONUSES, REBATES AND/OR INCENTIVES PROGRAM TERMS**

Spark Energy offer various incentives as part of its gas supply service plans. If Customer enroll in an incentive program, such incentives are subject to the terms and conditions in this Agreement and any applicable Incentive Rider. Unless otherwise provided in any offer, Customers are eligible for one reward per premise, must have a recent bill showing gas supply charges from Spark Energy and must timely complete the claims form for processing and issuance of any incentive.

**If applicable, Spark Energy offer the below incentive programs:**

- i. **Smart Home Transformation Plan:** Customers enrolled in this plan will be eligible to receive certain smart home devices as outlined in the enclosed Incentive Rider – Smart Home Transformation Program.
- ii. **Rewards, Bonuses and Rebates:** Rewards, bonuses and/or rebates are also subject to the terms

and conditions stated in the offer and as may be located on the Company's website(s) in addition to the terms and conditions set forth herein. For purposes of receiving any rewards, bonuses and/or rebates, customer must be an active customer. Active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.

Customers enrolled in a Rebate Program plan will be mailed a claim for along with instructions for claiming the rewards. Customers on a Rewards and/or Bonus Program Plan may visit <https://www.sparkenergy.com/energy-rebate/> to download the claim forms and additional rebate offer details.

Customers on a Rewards and/or Bonus Program Plan upon provision of a valid email address, you will be invited to participate in a rewards program providing discounts and promotional offers for restaurants, stores and other services. An email with details will be sent within 30 days of your successful enrollment and with your utility. Please visit our website at <https://www.sparkenergy.com/rewards/> Rewards and/or Bonus Program offer details.

### **Terms and Conditions for the Smart Home Transformation Program Rider to Pennsylvania Residential and Small Commercial Terms of Service**

This Rider is attached to and made a part of the Pennsylvania Residential and Small Commercial Terms of Service and are incorporated thereto.

As a customer of Spark Energy Gas, LLC. ("Spark Energy") for electric and natural gas services ("Energy Services"), you are eligible for enrollment in the Spark Smart Home Transformation Program ("Program") subject to the following terms and conditions.

**THE PROGRAM.** The "Program" is a benefits program offered by Spark Energy. All Program terms and conditions apply. Spark Energy may change the Program regulations at any time with or without notice.

Program participants may be referred to individually as "you" or "your".

a. **Eligibility.** A residential customer in the Spark Energy service area (see Spark Energy Terms of Service) who has authorized Spark Energy to become its Energy Services supplier is eligible to participate in the Program. To remain enrolled in the Program, you must have an active Spark Energy account. For purposes of this Program, active accounts are defined as those that are billing more than \$0 and those for which Spark Energy has not received a request on behalf of the customer to discontinue (drop) their applicable service.

b. **Program Enrollment.** Upon your authorization of the Spark Energy Terms of Service and acceptance of these Terms and Conditions for the Program, Spark Energy will submit a request to your local utility for enrollment in Energy Services. Upon confirmation of your enrollment in Energy Services, as determined by your local utility, Spark Energy will enroll you in the Program.

c. **Rewards.** From time to time, Spark Energy may offer rewards or other benefits to Program participants. Benefits shall be subject to terms and conditions which shall be provided to participants at the time the benefit is awarded. Benefits and rewards are subject to change from time to time and may vary based upon the Services to which participants subscribe.

**CHANGES TO THE PROGRAM.** Spark Energy may modify, restrict, change, or discontinue the Program at any time. Changes may include but are not limited to the type and frequency of benefits offered and expanding or limiting Program eligibility.

**TERMINATION.** If you no longer satisfy the eligibility requirements set forth above, Spark Energy may suspend or terminate your participation in the Program. Spark Energy also reserves the right to terminate the Program in its entirety or modify Program eligibility requirements in its sole discretion without compensation to any participants in the Program. If Spark Energy suspends or terminates your Program participation for any reason or terminates the Program, you may not receive any benefit that is not fully redeemed as of the suspension or termination date.

**COMMUNICATION WITH PROGRAM PARTICIPANTS.** Spark Energy may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. Spark Energy may make electronic communications to you, including electronic mail. All electronic communications from Spark Energy to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five (5) days from the date of

posting or dissemination. You may update your contact information by contacting customer service at the phone number listed below.

**CUSTOMER SERVICE.** If you have any questions regarding the Program, contact the Spark Energy Customer Care group toll-free at 1-877-547-7275 or via email at [customercare@sparkenergy.com](mailto:customercare@sparkenergy.com).

**DISCLAIMERS AND LIMITATIONS.** Benefits may be provided by a variety of merchants or manufacturers. Spark Energy is not responsible to you for the quality or performance of the benefits, or the products or merchandise provided or obtained as a benefit. You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other benefits provider. Spark Energy makes no guarantee, warranty, or representation of any kind, express or implied, with respect to the benefits, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Spark Energy is not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the benefits, any products or merchandise purchased or obtained with the benefits, or otherwise in connection with the Program. Further, Spark Energy is not responsible for merchants, manufacturers, or other benefits providers that discontinue or cancel a benefit due to bankruptcy or for any other reason. Spark Energy does not make any representation or endorsement of any benefit, merchant, or other provider of a benefit in connection with the Program. You hereby release and hold Spark Energy and all parties associated with the Program

harmless from any claim, liability, or damage relating to the Program or your use of the benefits. Any benefit offered under the Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, neither Spark Energy nor its affiliates shall have any liability to you in connection with the Program. You are solely responsible for the payment of any expense associated with ensuring the functionality of benefits including internet service, subscriptions services, certain home fixtures, or other functionality requirements.

**GOVERNING LAW/JURISDICTION.** The Program terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. By participating in the Program, you consent to the exclusive jurisdiction of the state and federal courts in Philadelphia, Pennsylvania, in all disputes arising out of or relating to the Program terms and the Program. In the event that any portion of the Program terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

**PRIVACY.** All information collected in connection with the Program is subject to the Spark Energy privacy policy, which can be found at: <https://www.sparkenergy.com/privacy-policy/>

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day, served a copy of the forgoing documents, filed May 21, 2026, upon the parties listed below, in accordance with the requirements:

<b>Office of Consumer Advocate</b> 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	<b>Office of the Attorney General Bureau of Consumer Protection</b> Strawberry Square, 14th Floor Harrisburg, PA 17120
<b>Office of the Small Business Advocate</b> Forum Place 555 Walnut Street, 1 <sup>st</sup> Floor Harrisburg, PA 17101	<b>Department of Revenue Bureau of Compliance</b> PO Box 281230 Harrisburg, PA 17128-1230
<b>Pennsylvania Public Utility Commission Bureau of Investigation &amp; Enforcement</b> Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	



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Muriel Jalbert  
Senior Regulatory Specialist