

UNIFORM DISCLOSURE STATEMENT

Green Mountain Energy
P.O. Box 7476, Philadelphia, PA 19101
www.greenmountainenergy.com
800-274-5289, Mon-Fri 7am-7pm CT

Rates and Product Information

Price (in cents/kWh) and number of months this price stays in effect:

Price of 12.8¢ per kwh for 12 months.

Utility Electric Price to Compare (PTC) (in cents/kWh):

Price

Effective

Expires

9.66¢/kWh

10/1/2025

5/31/2026

Green Mountain Energy is not the same entity as your electric delivery company. You are not required to enroll with Green Mountain Energy. Beginning on 10/1/2025, the electric supply price to compare is **9.66¢/kWh**. The electric utility electric supply price will expire on 5/31/2026. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org.

Other periodic charges:

\$0.000

Total Price (in cents/kWh) with other periodic charges:

500 kWh

1,000 kWh

1,500 kWh

12.8¢ /kWh

12.8¢ /kWh

12.8¢ /kWh

Length of contract:

12 months.

Price after the initial price:

N/A

Contract Renewal

Contract Renewal:

Contract will automatically renew to a fixed option.

Right to Rescind and Cancel

Rescission:

You have a right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility's written notice confirming the switch of your supplier. You may call us at 1-800-274-5289 or your utility at or 1-800-334-7661(ComEd), or 1-800-755-5000 (Ameren) to rescind.

Termination:

You have the right to terminate an agreement with an alternative retail electric supplier **AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES**. You may call us at 1-800-274-5289 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.

This is a sales solicitation and the seller is Green Mountain Energy, an independent retail electric supplier. If you enter into a contract with the seller, Green Mountain Energy will be your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or a consumer group program, unless the ARES is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body, unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date: _____

Agent ID: _____

GME-IL-ELFIX-UDS-20230314

TERMS OF SERVICE FOR ELECTRICITY SUPPLY

This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your electricity account(s) to our service. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services. Our business address is 804 Carnegie Center Dr, Princeton, NJ 08540, and our mailing address is below.

Important Information			
Price for Your Electricity	You'll receive a fixed price of 12.8¢ per kWh. For your reference, our electricity supply prices include generation and transmission charges, but they do not include any utility distribution charges or other utility fee or charge. If you enrolled in a plan with a percentage of renewable energy, your price includes the cost to purchase Renewable Energy Credits as well as all of the above-listed factors. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate.		
Length of Your Commitment	The initial term of your contract is 12 months. We will begin providing service to you after your utility processes our request to switch your service. Our service will continue until either of us cancels the contract subject to the Automatic Contract Renewal Provision.		
Applicable Fees	None.		
Automatic Contract Renewal Provision	This Agreement will automatically renew on the expiration of the estimated billing cycle for the initial term of the contract. The exact date that your initial agreement will begin and end, depends on when your local utility company accepts our request to enroll you as our supply customer. This process can take up to forty-five (45) days, but usually less. Your energy supply service will not be interrupted during this time. Your renewal contract term will begin on the following billing cycle. You will be provided with a Notice of Automatic Contract Renewal not more than 60 days and not less than 30 days before the expiration of this Agreement. That notice will advise you of product options that are available to you and the price that you will be automatically renewed to if you do not call us by the date specified in that notice to select a different product option or to reject automatic contract renewal. That Notice will also advise you of the procedure for notifying us if you want to reject contract renewal and terminate your existing contract at the end of its term.		
Your Right to Cancel	Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. You have the right to terminate your agreements with alternative retail electric suppliers at any time without any termination fees or penalties. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.		
Your Right to Rescind	You may rescind this contract by contacting us or the electric utility within 10 calendar days after the date on the electric utility's written notice to you confirming the switch. You may contact us, or ComEd at 800-334-7661 or Ameren at 800-755-5000.		
About Your Service	Green Mountain Energy Company is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. The seller is not representing, endorsed by, or acting on behalf of, a utility or utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body. Your electric utility remains responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.		
Important Phone Numbers	Green Mountain Energy	All Customers	800-274-5289

Important Information

	Com Ed	Residential	800-334-7661
		Business	877-426-6331
	Ameren	Residential	800-755-5000
		Business	800-232-2477
	Illinois Commerce Commission	Consumer Services Division	800-524-0795

A summary document entitled "The Uniform Disclosure Statement" (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.

Additional Contract Terms

***This contract does not permit class actions or a jury trial. See the Dispute Resolution, Arbitration and Waiver of Jury Trial section below for more details.**

Preamble: This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your electricity account(s) to our service. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services. Your utility (and not us) will also continue to respond to any service calls and emergencies and switching to us will not impact your electric service reliability.

Contract Details: Our full, legal name is Green Mountain Energy Company. This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). Your utility is responsible for the delivery of electricity to you, and we are not. This contract, the Letter of Agency, and the Reward Terms contained in the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

Our Right to Cancel: We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. In the case of a Force Majeure event, we will give you fifteen days' written notice of our intent to cancel this contract.

Your Authorization to Release Your Information:

By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, electric usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include two, separate line items for our service. Under this contract, you agree to pay your utility directly for our service. If there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill or you are waiving any right to dispute the billed amounts to the extent permitted by law.

Taxes: Applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required

documentation with us and/or your utility.

Contract Changes: If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

Customer Complaints: If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Illinois Commerce Commission (ICC) or request information from the ICC regarding your consumer protection rights and/or file a complaint with the Consumer Services Division. The ICC's contact information is listed below.

CONTACT INFORMATION:

GREEN MOUNTAIN ENERGY COMPANY:

Internet address: www.greenmountainenergy.com
Mailing address: P.O. Box 7476, Philadelphia, PA 19101
Email address: ILCustomerCare@greenmountain.com
Telephone number: 1-800-274-5289

We are licensed by the Illinois Commerce Commission and our license number is DOCKET NO. 12-0477.

YOUR UTILITY:

If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.

Com Ed Residential - 800-334-7661
Com Ed Business - 877-426-6331
Ameren Residential - 800-755-5000
Ameren Business - 800-232-2477

ILLINOIS COMMERCE COMMISSION:

Internet address: www.icc.illinois.gov
Mailing address: Illinois Commerce Commission
527 East Capitol Ave, Springfield, IL 62701
Telephone number: 800-524-0795

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates, and you are capable and willing to assume those risks; and (3) you have made your own decision to enter into this contract, after consultation with your own advisors to the extent you deem necessary.

Force Majeure: We do not guarantee a continuous supply of electricity as certain Force Majeure events outside of our control may cause interruptions in service. In this case, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, cyber attacks on us or vendors we rely on to provide you service, natural disasters, explosions, fires, or similarly cataclysmic

occurrence, failure, shortage or unavailability of generating units, storage facilities or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: If any provision of this contract are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an amendment of the affected provisions with you, and the validity and enforceability of the remaining provisions shall not be affected.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY OR ASSOCIATED LOSS OR DAMAGE FOR SERVICE INTERRUPTIONS. LIABILITIES NOT EXCUSED SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS.

ARBITRATION AND WAIVER OF JURY TRIAL: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, UNLESS THAT DISPUTE OR CLAIM COULD BE BROUGHT AS A SMALL CLAIMS ACTION, IN THE DISTRICT COURT OF ILLINOIS ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. IF THE DISPUTE OR CLAIM COULD BE BROUGHT IN SMALL CLAIMS COURT, THEN EITHER PARTY MAY ELECT TO PROCEED IN SMALL CLAIMS COURT. HOWEVER, WITH THIS EXCEPTION, BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD, BUT AN ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: [HTTPS://WWW.ADR.ORG/RULES](https://www.adr.org/rules). THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, OTHER THAN A DISPUTE REGARDING THE VALIDITY AND ENFORCEABILITY OF THE CLASS ACTION WAIVER. NOTWITHSTANDING ANY OTHER STATEMENT OF APPLICABLE LAW HEREIN, BECAUSE THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

CLASS ACTION WAIVER: BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHT TO ARBITRATE OR LITIGATE IN COURT ANY DISPUTE OR CLAIM AS A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR MEMBER. ANY DISPUTE CONCERNING THE VALIDITY AND ENFORCEABILITY OF THIS WAIVER SHALL BE RESOLVED BY A COURT. IN THE EVENT A COURT DEEMS THIS CLASS ACTION WAIVER INVALID, THEN THE ARBITRATION PROVISION ABOVE SHALL BE NULL AND VOID.

WAIVER OF RIGHT TO TRIAL BY JURY: TO THE FULLEST EXTENT POSSIBLE, EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES THEIR RIGHT TO A TRIAL BY JURY

OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Other Provisions: This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of Illinois. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information

chart in this contract are for reference only and do not affect the interpretation of this contract

Low Income Home Energy Program or Percentage of Income Payment Plan: Participation in the Low-Income Home Energy Program or participation in the Percentage of Income Payment Plan (PIPP) may affect your eligibility to take service from a competitive retail electric service provider. You represent that you have not received assistance from the Low-Income Home Energy Program and that you are not currently approved for or enrolled in PIPP or any such utility program.

C. Other Information about your Green Mountain Offer

Product Renewable Content

Pollution Free™ electricity: If you are enrolled on *Pollution Free*, *Pollution Free Efficient*, or *Pollution Free Standard Offer* Program electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.

Pollution Free™ Farm to Market electricity: If you are enrolled on *Pollution Free Farm to Market* electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the state which your service is in.

Pollution Free Gold™ electricity: If you are enrolled on *Pollution Free Gold* electricity, Green Mountain ensures that electricity equal to at least 5% of your electricity usage is produced by solar power generation facilities, and up to 95% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy.

SolarSPARC™ electricity: If you are enrolled on *SolarSPARC 10*, Green Mountain ensures that electricity equal to at least 10% of your electricity usage is produced by solar power generation facilities, and up to 90% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy. If you are enrolled on *SolarSPARC 100*, Green Mountain ensures that 100% of your electricity usage is produced by solar power generation facilities located in the United States.

- **Solar Development:** For each month of a *SolarSPARC* customer's paid service, Green Mountain will set aside \$2.50 per month for *SolarSPARC 10* customers and \$4.00 per month for *SolarSPARC 100* customers to help accelerate the growth and adoption of solar energy-related technologies in any state, excluding Texas, where Green Mountain offers a *SolarSPARC* product.
- **Annual Credit:** *SolarSPARC* customers will receive a credit based on each 6-month period you are continuously enrolled on *SolarSPARC* payable annually. For each August 31 or February 28 that a customer has been continuously enrolled on the applicable *SolarSPARC* product, the customer will be entitled to receive a credit, with credits accumulating up to the maximum annual bill credit amount. If you are enrolled on *SolarSPARC 100*, the credit amount for each 6 month period is \$11 and the maximum annual credit amount a customer may receive is \$121. If you are enrolled on *SolarSPARC 10*, the credit amount for each 6 month period is \$9 and the maximum annual credit amount a customer may receive is \$99. The credits will be issued annually in March to *SolarSPARC* customers.
- **SolarSPARC terms:** The *SolarSPARC* program terms are subject to change and may be discontinued or modified at any time. We will provide participating customers written notice of any material change or discontinuation. Should Green Mountain discontinue *SolarSPARC*, you will have the option to be transferred to another Green Mountain product

of your choice at no charge and receive credit for the amount of the next scheduled annual *SolarSPARC* credit you would have received. Green Mountain's obligations will terminate in the event that (i) your agreement with Green Mountain for the electric service under the *SolarSPARC* product is cancelled or terminated for any reason, including non-payment by you; or (ii) Green Mountain ceases to be the retail electric supplier for your enrolled premises for any reason. Upon termination of this Agreement, any *SolarSPARC* credits on your account will be refunded to you within 90 days after termination.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Green Mountain ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. Green Mountain does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation from the area specified for your product. Your purchase helps support the development and operation of renewable resources in the areas specified by your product. Green Mountain may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product.

NATURAL GAS

Carbon Conscious plan: By enrolling in Carbon Conscious plan, the origin, physical content, and emissions characteristics of the natural gas delivered to your home will not change. However, Green Mountain ensures that you are offsetting the estimated carbon dioxide (CO₂) emissions associated with the stated percentage of your natural gas usage by purchasing carbon offsets under one or more third-party carbon offset standards. Under these standards, an offset credit is generated for each ton of carbon dioxide equivalent that is reduced or removed as part of a verified greenhouse gas reduction project.

Offsetting one ton of carbon with a carbon credit means there will be one less ton of carbon dioxide in the global atmosphere than there would have been. Carbon Conscious gas is not intended to address any other environmental impact of natural gas usage, including emissions related to the extraction, storage, or delivery of natural gas.

Green Mountain Energy™ Sun Club™

The *Green Mountain Energy Sun Club* promotes new sustainability solutions by funding solar arrays, as well as water conservation, waste reduction, and other sustainability projects, for non-profit organizations. As you are now part of the Green Mountain community, Green Mountain will contribute \$0.25 per month to the *Sun Club* on your behalf. For more information, please visit gmsunclub.com.

Regulatory Changes: This contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or

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provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days' written notice of such modification to you, at which time the change will take effect automatically unless you have contacted us to cancel the contract.

Notice of Automatic Contract Renewal

You have selected a product with an initial term length of 12 months. This means that you will receive your last bill for the initial term in approximately 12 months, which is an estimate of when the initial contract term expires. The exact date that your initial agreement will begin and end depends on when your local utility company accepts our request to enroll you as our supply customer, so the contract expiration could be later. This process can take up to 45 days but usually less. (Your energy supply service will not be interrupted during this time).

Before the end of your initial term, we will send you a notice that your term is about to expire. If you do nothing, your service with us will continue at the price and term length specified in the notice. The estimated bill cycle will immediately follow the last billing cycle of the current term in about 12 plus one months.

The exact beginning and ending dates of your initial agreement – and the beginning date of your renewal agreement – will be confirmed once you receive your Welcome Confirmation from us.

If you don't want your agreement to renew, you have two options to let us know and we'll cancel the renewal: email us at ILCustomerCare@greenmountain.com or call 800-274-5289, Mon-Fri 7am-7pm CT. We'd hate to lose you, so try giving us a call to review your options before cancelling your renewal.