



Electricity Purchase and Sale Terms and Conditions

IntegrYS Energy Services, Inc. ("Seller") and Buyer ("Buyer") (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of the date agreed to electronically by Buyer using Seller's website (the "Effective Date"):

1. **Term:** This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified by Buyer electronically on Seller's website (the "Utility") and (b) if applicable, the passage of the Rescission Period (defined in Section 2) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer's Utility accounts, as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program (including service class and past payment history), (ii) Seller's determination, in its sole discretion, of price availability, and (iii) the accuracy and completeness of the information submitted by Buyer electronically on Seller's website. Service commence on the later of (a) the meter read in the Initial Term Start Month identified by Seller on Seller's website during the electronic enrollment process (subject to successful enrollment) or (b) the first meter read date following successful enrollment by the Utility and shall remain in effect for the number of billing cycles identified by Seller on Seller's website during the electronic enrollment process ("Initial Term"), unless terminated pursuant to the terms of this Agreement.

2. **Rescission Period:** Buyer may cancel its enrollment without penalty (a) for Ameren nonresidential customers, within 10 days of Utility processing of Seller's enrollment request ("Rescission Period") by contacting the Utility as noted in that letter from Ameren confirming the transfer of service, (b) for ComEd nonresidential customers, within 5 days of the effective date of the switch to Seller's service, or (c) for ComEd and Ameren residential customers, within 3 business days after the Effective Date.

3. **Price:** For the Initial Term, Buyer shall pay the Fixed Rate identified on Seller's website upon Buyer's electronic enrollment, multiplied by the billing cycle usage for the Utility account numbers ("Accounts") identified by Buyer electronically on Seller's website. Both Parties recognize that components of the Seller charges include electric tariff charges that are authorized by the Illinois Commerce Commission, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any increase in these charges subsequent to acceptance of this Agreement by Buyer shall be directly passed through to Buyer by a corresponding increase in Seller's charges to Buyer, which may include a change to the Fixed Rate. While Seller does not charge Buyer fees exclusive to a switch to Seller's service, any electricity provider selection that Buyer chooses may involve a charge to Buyer for changing its current electricity provider.

4. **Renewal:** Between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the "Current Term"), Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees, and the Renewal Term ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within 10 days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer or if Seller does not submit an Offer to Buyer, Buyer's Accounts will be returned to Utility service at the end of the Current Term.

5. **Billing and Payment:** Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the Utility on the invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Seller may cause the Utility to correct previous invoices in the event of invoicing errors.

6. **Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

7. **Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. Seller reserves the right to charge Buyer early termination fees for Buyer's termination after the Rescission Period of Section 2 that has not resulted from Seller's default. Seller may invoice Buyer directly for any early termination fees and payment of any early termination fees shall be due within 10 days of the invoice date. Buyer agrees damages would be difficult to quantify upon a default and agree that this is not a penalty. For residential accounts, the early termination fees shall total \$50 per Account. For nonresidential Accounts, the early termination fees per Account shall be calculated as (a) the average monthly usage in kilowatt-hours (kWh) applicable each Account per the Utility, multiplied by (b) the number of billing cycles remaining in the Current Term, multiplied by (c) \$0.005 per kWh.

8. **Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller by calling **1-888-688-1236**, at Seller's website at **www.integrysenergy.com**, or by writing to **500 W. Madison, #3300, Chicago, IL 60661, Attn: Customer Service**. For issues concerning this Agreement, Seller will attempt to resolve the matter within 5 business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at www.icc.illinois.gov. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438 (Northern Illinois), 1-800- 243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (including without limitation the Accounts and other information identified by Buyer electronically on Seller's website and the Fixed Rate and Initial Term identified by Seller on Seller's website during Buyer's electronic enrollment) shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with Notice from Seller to Buyer as described under Section 4 above. The Account holder or Requester, as applicable and as identified by Buyer electronically on Seller's website, warrants that he or she (a) is authorized to enter into this Agreement on behalf of Buyer, (b) has the authority to make decisions with respect to the Accounts, (c) authorized enrollment with Integrys Energy Services, (d) requested a change in Buyer's electricity supplier to Integrys Energy Services, and (e) acknowledged he or she read this Agreement. Buyer should contact the Utility in the event of an electric emergency at the following numbers: for ComEd residential customers, 1-800-Edison-1; for ComEd business customers, 1-877-4-ComEd-1; and for Ameren customers, 1-800-755-5000. Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail.