

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.**

**1. Service Agreement.** North American Power and Gas, LLC ("NAP") shall supply residential and small commercial customers' electricity pursuant to this Agreement and in accordance with the Local Distribution Utility ("LDU") policies and protocols. These terms and conditions, along with any Introductory Letter, Customer Uniform Disclosure Statement, Letter of Agency, any Enrollment Form, and Exhibits to these terms and conditions together comprise your entire agreement ("Agreement") with NAP and supersede any oral or written statements made in connection with the Agreement or your electricity supply. In this Agreement, the words "we," "us," and "our" refer to NAP, and the words "you" and "your" refer to Customer. By executing, approving and/or not rescinding this Agreement before NAP submits the enrollment request to the LDU, you agree to change electric service providers and begin enrollment with NAP as your Retail Energy Supplier ("RES") and to be legally bound without limitation, qualification or change and to abide by this Agreement. Switching to NAP will not impact your electric service reliability.

**2. Rates and Pricing.** NAP provides Fixed and Variable Price pricing options. NAP offers Standard Products and Renewable energy products. NAP's Standard Products meets the statutory and regulatory requirements for Illinois renewable portfolio standards ("RPS"). RES statutory obligation for RPS ended on May 31, 2019. If you purchase one of NAP's products that includes renewable energy above and beyond Illinois RPS statutory requirements, NAP will purchase Renewable Energy Credits ("RECs") to match the percentage of your energy usage and the percent of renewable product you enrolled. Our purchasing of RECs combines electricity from the grid with national RECs generated by wind, hydroelectric, and other renewable energy facilities. One REC is equal to one megawatt-hour of electricity generated from an eligible renewable energy source. After successful enrollment of your supply service, NAP will provide you with a Product Content Label identifying your renewable energy plan, the percentages supplied by each type of resource, your usage, RECs retired on your behalf, information relating to NAP's compliance with statutory RPS measures, and other required details. Only applicable section that describe your specific rate and product type will apply to your Agreement.

**Fixed Pricing.** Your price for electricity during the Fixed Price Period will be fixed at the Fixed Price listed in your UDS. After any Fixed Price Period you may choose another NAP fixed product, switch to another RES, or cancel this Agreement. If you choose to do nothing or cancel this Agreement, you will thereafter receive electricity directly from the LDU. Your price does not include delivery service charges and applicable taxes, utility charges and fees. Therefore, the monthly charge is not the total monthly amount for electric services that will appear on your bill. Your estimated total bill for electric service using sample usages levels of 500, 1000 and 1500 kWh are provided in the enclosed UDS.

**3. Term.** The term for the fixed price portion of your Agreement is in your Uniform Disclosure Statement (the "Fixed Price Period"). At the end of the Fixed Price Period, you may choose another NAP fixed product, switch to another RES, or cancel this Agreement. If you choose to do nothing or cancel this Agreement, you will thereafter receive electricity directly from the LDU.

PLEASE NOTE: Your service under this Agreement shall begin as of the date the change of provider to NAP is deemed effective by the LDU, which may be at the time of the first scheduled meter reading by the LDU. NAP is not responsible for any delay in transmitting your account information to the LDU and/or any LDU denial or delay in enrolling you.

**4. Cancellation or Termination Process.** In addition to your right to rescind as described in this Agreement, you may terminate this

Agreement by written notification to NAP at least 30 days prior to the intended termination date. The termination will not become effective until your LDU successfully switches you to the new service provider of your choice. Until that occurs, you are liable for all of NAP's charges while you may be returning to the LDU or selecting another supplier. A bill will be rendered approximately 30 days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the bill, which will be trued up subsequent to the final meter reading. You may provide written notice of cancellation or termination as listed in "Contact Information." You may also call NAP or the LDU to terminate this Agreement. NAP will provide at least 15 days' notice prior to the cancellation of service to you. You have the option to terminate this Agreement at any time without any termination fee or penalties. After successful enrollment of your electricity supply service with NAP, and you have received your first bill listing NAP as your RES, you will have 10 business days after your first bill is issued to rescind this Agreement. If your LDU also has a rescission period, you may rescind this Agreement during the applicable LDU rescission period. You may exercise your right of rescission by contacting NAP as described in "Contact Information" or you can contact your LDU.

**5. Right to Rescind.** You will have 10 calendar days from the date the LDU processes your enrollment request to rescind this Agreement. Such processing date will be indicated in a written notice from your LDU confirming your selection of NAP as your power and energy supplier. If the 10th calendar day falls on a non-business day, the rescission period will be extended through the next business day.

**6. Contact Information.**

**i. NAP:** You may contact NAP at its address at 1500 Rankin Road, Ste. 200, Houston, TX 77073, or call NAP at 1-888-313-9086 or email NAP at [customercare@napower.com](mailto:customercare@napower.com).

**ii. ICC:** You may contact the ICC's Consumer Services Division by calling 1-800-524-0795 or at <http://www.icc.illinois.gov/consumer/complaints/>; or write to 527 East Capitol Ave., Springfield, Illinois 62701.

**iii. LDU (ComEd):** You may contact the LDU at 1-800-334-7661.

**7. Acceptance and Amendments.** NAP may amend the terms of this Agreement (other than fixed price) at any time by providing notice to you of such amendment at least 30 days prior to the effective date thereof. Any change to this Agreement, other than the pricing provision, may require your approval under applicable regulations.

**8. Agency.** You hereby appoint NAP as agent for purpose of acquiring and arranging for delivery of electricity supply necessary to meet your needs.

**9. Environmental Disclosure Label.** You may access NAP's Environmental Disclosure Label associated with your account via NAP's website at: <http://www.napower.com/terms-of-service>. This information is updated periodically following the requirements of the ICC.

**10. Billing and Payment.** Unless otherwise agreed to in writing, NAP or the LDU will invoice monthly for electricity supplied under this Agreement and the LDU's policies shall apply. Approximately each month, your bill will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle (as is determined by the meter readings performed and/or estimated by the LDU, which shall be solely responsible for the accuracy of such meter readings and/or estimates) plus (iii) applicable taxes, fees, and charges levied by the LDU for distribution and other LDU services. You will pay each invoice in full as provided by the LDU and, if invoiced by NAP, you shall pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. In most cases, you should receive a single invoice for both commodity and delivery

costs from the LDU. In the event you fail to provide payment when due, NAP shall have the right to terminate commodity service upon 15 days' written notice to you and/or, the extent allowed by applicable Illinois laws and regulations, bill you for any unpaid supply-related charges. A \$25 fee will be charged for all returned payments. NAP reserves the right to pass along increases in charges as described under Change of Law below.

- 11. Change of Law.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder (collectively, "Laws"), including but not limited to the LDU, the ICC, PJM, the Federal Energy Regulatory Commission (FERC), or any of their successors (any change, or change in interpretation of such Laws, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing electricity supply service to you under this Agreement, NAP may terminate this Agreement in accordance with the termination provisions below or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.
- 12. Dispute Resolution.** If there is a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. NAP will promptly investigate and advise you in writing within 14 days. If you are not satisfied with NAP's service in any way, you have the right to file a complaint with, or otherwise contact, the ICC Consumer Services Division and/or the Office of the IL Attorney General. The contact information for both ICC and NAP is listed in "Contact Information." You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION SET FORTH IN EXHIBIT A.
- 13. Choice of Law.** This Agreement shall be construed under and shall be governed by applicable federal law and the laws of the State of Illinois without regard to application of its conflicts of laws and principles.
- 14. Default Liability.** Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement; provided, however, that such limitation shall not affect your obligation to pay an earlier termination fee if otherwise required under this Agreement. You acknowledge and agree that your LDU and PJM are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over your LDU's or PJM's systems and will have no liability for any of their acts or omissions.
- 15. No Warranties.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 16. Force Majeure.** Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence, and includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the LDU or PJM; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.
- 17. Taxes.** Except as otherwise provided in this Agreement, all taxes of whatsoever kind and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you.
- 18. Assignment.** You may not assign your interest or obligations under this Agreement without the written consent of NAP. NAP may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement and at NAP's sole discretion. NAP may assign this Agreement to another energy supplier, RES, energy services company, or other entity upon 15 calendar days' prior written notice to you. Following assignment, you agree that NAP shall have no further obligations hereunder. Prior to any assignment, your new RES is required to provide you with a toll-free phone number for billing questions, dispute and complaints.
- 19. Customer Information Release and Authorization.** You authorize NAP to obtain and review information including, but not limited to, your credit history from credit reporting agencies, and all LDU information to the fullest extent allowed by Illinois law. This information may be used by NAP to determine whether it will commence and/or continue to provide energy supply service to you. Your execution of this Agreement shall constitute authorization for the release of this information to NAP, as well as to its agents, affiliates, contractors and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect so long as this Agreement is in effect.
- 20. Electronic Notices.** If you have provided an e-mail address and consented to electronic notification, notices sent via e-mail shall constitute written notice under these terms and conditions, unless you opt-out of receiving electronic communications by contacting NAP using one of the contact methods set forth in "Contact Information", in which case such notices will be provided via U.S. Mail. Upon enrollment, you will receive electronic notices from NAP. If you signed up for NAP service online (at the NAP website) and/or consented online during the enrollment process to electronic service of all notices, all documents, with the exception of any notice that is required by ICC regulations to be mailed in paper form, will be electronically sent to the e-mail address provided by you to NAP and not mailed in paper form to your address on file ("regular mail"). It is your continuing obligation to ensure that the e-mail address on file with NAP is kept up to date. If any electronic communication is returned to NAP as undeliverable, you remain responsible for timely response to such notice. If your email is deemed undeliverable by NAP, we will attempt to contact you via U.S. Mail, or other means as determined by NAP. Should you require that a paper copy of any of these items be sent to you by regular mail, one will be so provided by NAP upon your request. Should you opt to receive all of these items by regular mail, you can do so by contacting NAP at its contact information in this Agreement. You can withdraw consent to receive electronic mail and update your email address by one of the following methods as indicated in "Contact Information": (i) by phone; (ii) by email, (iii) by written notice to NAP.
- 21. Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

## EXHIBIT A

### BINDING ARBITRATION; CLASS ACTION WAIVER

In the unlikely event that you have any complaint or other dispute that is not resolved by NAP customer service or the ICC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, **we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association (“AAA”) under the Federal Arbitration Act (“FAA”) or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.**

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).**

- a. Scope.** The term “dispute” includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitral tribunals’ power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.
- b. Notice of Dispute.** If you have a dispute that has not been resolved by NAP customer service or the ICC, send a Notice of Dispute by U.S. Mail to NAP at the contact information set forth in “Contact Information” of this Agreement with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.
- c. Small Claims Court Option.** As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business or Fairfield County, CT, if you meet the court’s requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.
- d. Arbitration Procedure.** The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see [www.adr.org](http://www.adr.org). To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business or our principal place of business, Fairfield County, CT. The arbitrator may award the same damages to you individually as a court could.

This provision shall survive termination or expiration of the Agreement.