

**ELECTRONIC LETTER OF AGENCY AUTHORIZING CHANGE IN CUSTOMER'S ELECTRIC SERVICE PROVIDER TO ENERGY HARBOR, LLC ("ENERGY HARBOR")**

By this electronic Letter of Agency, the Customer ("You") hereby affirm the following:

1. You authorize the change of your electric service provider from your current electric service provider to Energy Harbor, in accordance with the Terms and Conditions and enrollment materials (the "Agreement") which you are accepting as part of your enrollment with Energy Harbor.
2. You are the Customer indicated in the enrollment request and the information about you and your electric account, including your billing name and address, is correct.
3. The terms, conditions, and nature of the service to be provided to you by Energy Harbor have been clearly disclosed to you in the Terms and Conditions, of which you acknowledge receipt.
4. You acknowledge and understand that any retail electric supplier selection you choose may involve a charge to you for changing your electric service provider.
5. You are aware that you will receive a letter from your Utility confirming your enrollment with Energy Harbor.
6. You are aware that you may rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter as indicated in the "Right of Rescission" section of the Terms and Conditions.
7. You are aware that any future correspondence from Energy Harbor will be by email or mail.
8. You understand that you may opt to receive a written copy of the Agreement.
9. You are the billing customer of record, and electronic acceptance of this Letter of Agency in the enrollment process will serve as the signed authorization of this Letter of Agency as of the date of acceptance.

Signed,

You, the Customer

**UNIFORM DISCLOSURE STATEMENT**

Name: Energy Harbor LLC (Energy Harbor)  
 Address: 168 East Market Street Akron, OH 44308  
 Internet Address: [www.energyharbor.com](http://www.energyharbor.com)  
 Phone and Hours of Operation: 1-888-254-6359 (Monday - Friday from 7:00 am to 4:00 pm CST)

Rates and Product Information			
Price (in ¢/kWh) and number of months this price stays in effect:	7.99 ¢/kWh up to 10 months		
Utility Electric Supply Price to Compare (PTC) (in ¢/kWh):	Price:	Effective:	Expires:
	6.848 ¢	October 1, 2023	May 31, 2024
Energy Harbor is not the same entity as your electric delivery company. You are not required to enroll with Energy Harbor. Beginning on October 1, 2023, the electric supply price to compare is 6.848 ¢. The electric utility electric supply price will expire on May 31, 2024. 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 <a href="http://www.pluginillinois.org">www.pluginillinois.org</a> .			
Other periodic charges:	None		
Total Price (in ¢/kWh) with other periodic charges:	500 kWh	1,000 kWh	1,500 kWh
	7.99	7.99	7.99
Length of Contract	Up to 10 months		
Price after the Initial Price	The per kWh charge remains the same for the length of the contract.		
Contract Renewal			
Contract Renewal:	This Agreement renews automatically.		
Right to Rescind and Terminate			
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 1-888-254-6359 or your utility at 1-800-334-7661 for Commonwealth Edison or 1-800-755-5000 for Ameren Illinois to rescind.		
Termination:	You have the right to terminate an agreement with an alternative retail electric supplier <b>AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES</b> . You may call us at 1-888-254-6359 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 Energy Harbor, an independent retail electric supplier. If you enter into a contract with the seller, Energy Harbor 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 consumer group program, or a governmental body or program of a governmental body.

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 price to compare (PTC) of your electric utility and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

Date	
Agent Name/ID	

<b>Residential – Electric - Terms and Conditions</b>			
Alternative Retail Electric Supplier	Energy Harbor LLC (Energy Harbor)		
Business Address	168 E Market St, Akron, OH 44308		
Product	<b>Fixed Price</b>		
Price	<b>7.99 ¢/kWh</b>		
Other periodic charges:	<b>None</b>		
Total Price (in ¢/kWh)	500 kWh	1,000 kWh	1,500 kWh
	<b>7.99</b>	<b>7.99</b>	<b>7.99</b>
Length of Agreement	For <b>10</b> months		
Renewal	This Agreement automatically renews, see <b>Contract Expiration / Automatic Renewal</b> paragraph below.		
Termination	You may terminate this Agreement at any time, without any termination fees or penalties.		
Deposit/Prepayment	<b>None</b>		
Switching Fees	Energy Harbor does not charge you switching fees.		
Right of Rescission	You may rescind this Agreement by contacting Energy Harbor or your electric utility (“EU”) within 10 calendar days after the date on the EU’s written notice to you confirming the switch. For more information, see <b>Right of Rescission</b> paragraph below.		
About Energy Harbor	Energy Harbor is an independent seller of electric power and energy service certified by the Illinois Commerce Commission and Energy Harbor is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body.		
Electric Utility (“EU”) Responsibility	Your EU remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. If you switch electricity suppliers, your EU will provide written notification confirming a switch of your electricity supplier.		
Contact Us	You may contact Energy Harbor at 1-888-254-6359 (toll-free) 7 a.m. to 4 p.m. CST, your EU at 1-800-334-7661 (ComEd) or at 1-800-755-5000 (Ameren), or the Commission’s Consumer Services Division at 1-800-524-0795 or TTY at 1-800-858-9277.		
Uniform Disclosure Statement (“UDS”) Information	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.		
Incentives	None		

These Terms and Conditions together with the enrollment materials are your Agreement (“Agreement”) for electric generation service with Energy Harbor LLC (“Energy Harbor”). Please keep a copy for your records.

Energy Harbor is certified by the Illinois Commerce Commission (“ICC” or “Commission”) to offer and supply electric generation services in Illinois. As an Alternative Retail Electric Supplier (“ARES”), Energy Harbor will supply the electric generation to your Electric Utility (“EU”) based on your usage. Your EU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The ICC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of an EU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**Right of Rescission:** Once you have been enrolled to receive generation service from Energy Harbor, your EU will send you a confirmation letter confirming a switch of your electricity supplier. You have the right to rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter by contacting Energy Harbor or your EU. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EU will not send a confirmation notice upon any renewal of this Agreement.

**Eligibility:** Only eligible residential customer accounts may enroll in this offer from Energy Harbor. Customers currently participating in the Percentage of Income Payment Plan (“PIPP”) and customers that have received financial assistance in the previous twelve (12) months from the Low-Income Home Energy Assistance Program are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer

with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a fixed price plus monthly service fee, if applicable, for combined electric generation and generation related charges, specified in the table above. Your Price to Compare (“PTC”) consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor’s charges, you will be charged by your EU for distribution and various other charges.

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the applicable ten (10) day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your EU. Your service will continue for the length of the service period specified in your offer materials from Energy Harbor.

**Billing:** You will receive a consolidated bill monthly from your EU for both your Energy Harbor and EU charges. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EU charges may result in your electric service being disconnected in accordance with the EU tariff.

**Penalties, Fees and Exceptions:** Energy Harbor does not charge you switching fees. Your EU or other ARES may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time, without any termination fees or penalties, for any reason. Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor’s reasonable control (“Force Majeure Event(s)”) and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, pandemic, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EU or other similar circumstances beyond Energy Harbor’s reasonable control. Upon termination, if you do not choose another ARES you will return to the applicable tariffed services provided by your EU as required by 220 ILCS 5/16-103 and defined by your EU’s rates on file with the ICC pursuant to 220 ILCS 5/Art. IX (“Tariffed Service”).

**Customer Consent and Information Release Authorization:** By choosing to accept this offer from Energy Harbor, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EU that includes, but is not limited to: account name, account number, billing address, service address, billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. You authorize Energy Harbor to release such information to third parties and to Energy Harbor’s affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Energy Harbor at the contact information provided herein. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Consistent with applicable law, Energy Harbor uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Energy Harbor to perform a credit check on you. If you fail to pay your invoices on time, you authorize Energy Harbor to report such failures to one or more credit reporting agencies. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EU.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Automatic Renewal**At the end of its term, this Agreement will expire, or at Energy Harbor’s option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then your electric generation service from Energy Harbor will automatically renew as outlined in your notice of renewal. You will be notified by Energy Harbor thirty (30) to sixty (60) calendar days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. In these advance notifications, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. You are responsible for arranging your electric supply upon the expiration of the Agreement.

**Dispute Procedures:** You may contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) 7 a.m. to 4 p.m. CST or in writing at 168 East Market Street, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your retail electric supplier and/or your electric utility, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance between 8:30 a.m. and 5:00 p.m. CST weekdays, or by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit [www.icc.illinois.gov](http://www.icc.illinois.gov) or [www.pluginillinois.org](http://www.pluginillinois.org).

**Miscellaneous:** You may request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a customer’s Social Security number and/or account number(s) without the customer’s written consent except for Energy Harbor’s collections and reporting, assigning a customer’s contract to another ARES or except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. Energy Harbor will not disclose a customer’s billing, usage or load data except as permitted by 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law. Energy Harbor’s environmental disclosure statement is available for viewing on our website – [www.energyharbor.com](http://www.energyharbor.com). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy

Harbor may assign its rights to another ARES, including any successor, in accordance with the rules and regulations of the ICC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EU: operation and maintenance of the EU's electrical system, any interruption of service, termination of service, or deterioration of the EU's service. **The EU 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. In the event of a power outage, you should contact your EU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EU if the customer's rate code is changed and the account is no longer eligible for this offer. If you are a qualified Illinois net metering customer under 220 ILCS 5/16-107.5, you have an obligation to notify Energy Harbor of that status. Energy Harbor will serve net metering customers, including but not limited to compensation for energy and capacity produced by the customer, in accordance with the terms and conditions established by Illinois law and/or the ICC. To the extent Illinois law changes and modifies the state-mandated net metering compensation, Energy Harbor's administration of this program will change accordingly, including the compensation paid to you. Existing customers are not eligible to switch to a different rate plan through a third-party site. If you are an existing customer and want to switch rate plans, you must contact Energy Harbor at 1-888-254-6359 or visit Energy Harbor's website at [www.energyharbor.com](http://www.energyharbor.com) to determine your eligibility for available offers, if any. Customer authorizes but does not obligate Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. **THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL ENERGY HARBOR'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

**Choice of Law; Severability:** 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. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

**Entire Agreement:** This Agreement shall be considered the entire agreement between you and Energy Harbor, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both you and Energy Harbor or in accordance with the renewal process identified in these Terms and Conditions.

Automatic Contract Renewal Disclosure	
Contract Expiration	At the end of its term, this Agreement will expire, or at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then your Retail Electric Service from Energy Harbor will automatically renew as outlined in your notice of renewal.
Estimated Bill Cycle on Which Initial Contract Term Expires	This is the estimated bill cycle on which the initial contract term expires: On or about your meter read date in January 2025, depending on when the Utility accepts your initial enrollment.
Estimated Bill Cycle on Which New Contract Term Begins	This is the estimated bill cycle on which the new contract term begins. This will immediately follow the last billing cycle of the current term: On or about your meter read date in Same month-year meter read date as above.
Procedure to Terminate Before the New Contract Term Applies	You will be notified by Energy Harbor thirty (30) to sixty (60) calendar days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. In these advance notifications, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement.
Cancellation Procedure	To terminate the Agreement before the new contract term applies, you must affirmatively cancel by calling Energy Harbor at 1-888-254-6359 prior to the opt-out deadline listed in the notice of renewal. You are responsible for arranging for your electric supply upon termination of this Agreement.