



UNIFORM DISCLOSURE STATEMENT

Name: Energy Harbor LLC (“Energy Harbor”)
 Address: 168 E Market St
 Akron, OH 44308
 www.energyharbor.com
 Phone: 1-866-636-3749 (Monday - Friday from 8:00 am to 5:00 pm EST)

Rates and Product Information	
Price (in ¢/kWh) and number of months this price stays in effect	X.XX¢/kWh through your Xxxxxxxx 202X meter read
Other monthly charges	None
Total Price (in ¢/kWh) with other monthly charges	500 kWh: X.XX , 1,000 kWh: same , 1,500 kWh: same
Length of Agreement	Up to XX months
Price after the initial price	The per kWh charge remains the same for the length of the Agreement

Early Termination Fees and Contract Renewal	
Early Termination Fee	None
Contract Renewal	This Agreement does not automatically renew

Right to Rescind and Cancel	
Rescission	You have a right to rescind (stop) your enrollment within 10 calendar days after your utility has received your order to switch suppliers. Customers may call Energy Harbor at 1-866-636-3749 or your utility at 1-800-334-7661 for Commonwealth Edison (“ComEd”) or 1-800-755-5000 for Ameren Illinois (“Ameren”) to rescind.
Cancellation	You also have the right to terminate the Agreement without any termination fee or penalty if you contact us at 1-866-636-3749 within 10 business days after the date of your first bill with charges from Energy Harbor.

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, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program (unless the retail electric supplier 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 1-800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit www.pluginillinois.org.

Date	
Agent ID	

Governmental Aggregation – Electric Terms and Conditions	
Retail Electric Supplier	Energy Harbor
Business Address	168 E Market St, Akron, OH 44308
Your Electric Utility (“EU”)	Ameren Illinois
Product Type	Fixed Price
Price	X.XX ¢/kWh
Length of Agreement	Through your Xxxxxxxx 202X meter read
Contract Renewal	This Agreement does not automatically renew, see Contract Expiration paragraph below.
Cancellation/Termination Fee	None
Deposit/Prepayment	None
Switching Fees	None
Right of Rescission	Customers may contact Energy Harbor to rescind the Agreement and the pending enrollment within 10 calendar days after your electric utility (“EU”) processes the enrollment request. Residential customers may rescind the Agreement and the pending enrollment by contacting either Energy Harbor or the EU. For more information, see Right of Rescission paragraph below.
About Energy Harbor	Energy Harbor is an independent seller of electric power and energy service certified by the Illinois Commerce Commission (“ICC”).
Electric Utility 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 your switch to a new electricity supplier.
Contact Us	You may contact Energy Harbor at 1-866-636-3749 (toll-free) M-F 8:00 AM to 5:00 PM EST, 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.

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC (“Energy Harbor”) through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement (“Agreement”). If you remain in the community aggregation program by not opting out, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement 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. As authorized by 20 ILCS 3855/1-92, Energy Harbor sells electricity and related services and equipment (“Retail Electric Supply”) to corporate authorities of municipalities or boards of county supervisors acting as governmental aggregators of residential and small commercial retail electrical loads located within the municipality or the unincorporated areas of the county.

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: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EU will send you a confirmation letter. You have the right to rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter. To rescind, residential customers may contact either Energy Harbor or the EU and small commercial customers must contact Energy Harbor. 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. Should you choose to not join or opt-out of your governmental aggregator’s program, you will

continue to receive the applicable tariffed services provided by your EU as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 220 ILCS 5/Art.IX. ("Tariffed Service") unless you choose an alternate supplier of electricity.

Eligibility: All residential customers and any small commercial retail customers of an EU consuming 15,000 kilowatt-hours or less of electricity annually in the EU's service area are eligible customers for this offer from Energy Harbor. Residential and small commercial retail customers in an aggregation program shall not include customers of an ARES that is not the chosen supplier of the aggregation program or customers participating in a residential real-time pricing program unless those customers affirmatively choose to join the aggregation program. Customers participating in a community solar program are not eligible for this offer. Net-metered are not eligible for this offer, see **Miscellaneous**. Energy Harbor also 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 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. In addition to the charges described above, if any regional transmission organization ("RTO") or similar entity, EU, governmental entity or agency, North American Electric Reliability Corporation ("NERC") or other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Energy Harbor new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to Energy Harbor, Customer agrees that Energy Harbor may adjust the Customer's prices and charges to pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

Length of Agreement: As a part of your governmental aggregator's program, your service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EU and will continue for the term as specified in the opt-out notification or enrollment information, ending on the meter read for the last month of service. The program may be terminated prior to the term as specified in the opt-out notification or enrollment information pursuant to the terms of the master agreement between Energy Harbor and your governmental aggregator. Should the program be terminated, you will be returned to the applicable Tariffed Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee.

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. Your EU may charge you switching fees. 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 pursuant to the terms of the master agreement between Energy Harbor and your governmental aggregator. Furthermore, your failure to pay EU charges may result in your electric service being disconnected in accordance with the EU tariff.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. If this Agreement is not rescinded during the rescission period, then enrollment will be complete. Energy Harbor may terminate this Agreement at any time pursuant to the master agreement between Energy Harbor and your governmental aggregator. 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, 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 provider you will be returned to the applicable Tariffed Service.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor and wish to change from your current generation service provider to Energy Harbor. You authorize Energy Harbor to obtain information from the EU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. 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 participating in your community's aggregation program, 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 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At the end of its term, this Agreement will expire. During the term of this Agreement, Energy Harbor and your governmental aggregator may extend the term for additional periods of time up to three (3) years for each extension pursuant to the terms of the master agreement between Energy Harbor and your governmental aggregator. If this Agreement is extended by your governmental aggregator, you may still withdraw from the governmental aggregation program at any time without incurring any early termination fees. If you withdraw from the governmental aggregation program or if the Agreement expires, you are responsible for arranging your electric supply either through an aggregation program, another ARES, or by returning to your EU.

Dispute Procedures: You may contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) 8:00 AM to 5:00 PM EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your 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 8:00 AM to 5:00 PM EST weekdays, or by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit www.icc.illinois.gov or 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 provider 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/disclosure-statements. 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, 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. **In the event of a power outage, you should contact your local 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. To enroll a net-metered account, you must contact and notify Energy Harbor of your intent to participate, complete the application process found at www.energyharbor.com, and opt-in to an offer designated for net-metered accounts in order for compensation to be tracked and paid to you. It may not be advantageous to leave to leave your net-metering arrangement with your EU to sign with alternative supplier. Net-metering customers, pursuant to Section 16-107.5(d)(3) and (e)(3) of the PUA, may forfeit credits for electric supply service and delivery service, or both, if they switch to Energy Harbor. Your Agreement with Energy Harbor may not align with your compensation schedule with the EU and Energy Harbor will not provide compensation beyond the length of Agreement outlined in the table above.

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.