

## AGREEMENT TO PURCHASE ELECTRICITY STARION SECURE PLAN - ILLINOIS

### Terms of Service

- (1) **Agreement to Purchase Energy:** These Terms of Service (“TOS”), together with the Third-Party Verification (“TPV”) and/or signed Enrollment Form, and your Starion Welcome Letter, constitute the agreement between Starion Energy PA, Inc. (“Starion”) and the customer (“you” or “Customer”), by which Starion agrees to sell electricity supply service to the Customer for the price and term indicated in the TPV and/or signed Enrollment Form, and the Customer agrees to the purchase of and accepts electricity supply service from Starion (the “Agreement”). Starion is an alternative Retail Electric Supplier (“RES”) in the State of Illinois. Customer understands that Starion is an independent seller of power and energy service and that Starion, including its employees and independent contractors, are not affiliated with the Electric Utility, the Illinois Commerce Commission (“ICC”), or other governmental body or consumer group. Starion is certified by the ICC to sell electricity supply service in Illinois, but the prices that Starion charges its customers are not regulated by the ICC. The Electric Utility will continue to deliver electricity to your home or business (including “Distribution Service”), read your meter, and bill you. The amount of electricity provided under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Starion or the Electric Utility’s delivery schedule. This Agreement is contingent upon Customer providing complete and accurate information to Starion.
- (2) **Price:** Under the Starion Secure Plan, the price per kilowatt hour (kWh) will be fixed for each billing cycle during the Initial Term. The price per kWh sold under this Agreement during the Initial Term will be as indicated in your TPV and/or signed Enrollment Form and confirmed in your Starion Welcome Letter. After the expiration of your Initial Term, your price will be Starion’s month-to-month Variable price based on Starion’s Variable Rate Methodology. *Starion will calculate your bill each month by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing cycle, and adding to the product of (i) and (ii) an Account Management Fee, if applicable.* The Variable price will be determined monthly based on Starion’s Variable Price Methodology. The Variable rate may change in response to market conditions in any or all of the PJM, NEISO, NYISO, or MISO territories, including such factors as electricity market pricing, applicable taxes, transmission costs, utility charges, other market price related factors, and Starion’s costs and margins, as determined in Starion’s discretion. Your price does not include Illinois sales tax. You can find Starion’s current variable price by calling 1-800-600-3040. Starion does not represent any guarantee of savings under this Agreement.  
An Account Management Fee (“AMF”) may apply, as stated in your TPV and/or signed Enrollment Form, and confirmed in your Starion Welcome Letter. The AMF is charged for customer database management, utility data reconciliation, energy procurement, and other operating costs as determined in Starion’s discretion.
- (3) **Term:** Service under this Agreement shall commence as of the date your enrollment is deemed effective by your Electric Utility based on your next available meter-read date after processing of the enrollment, and may take up to 1-2 billing cycles. Your Initial Term under this Agreement will be as indicated in your TPV and/or signed Enrollment Form and confirmed in your Starion Welcome Letter, and month-to-month thereafter. While receiving service on a month-to-month basis, either you or Starion may terminate this Agreement without penalty.
- (4) **Renewal:** You will receive written notice from Starion regarding the pending expiration of your Initial Term between thirty (30) and sixty (60) calendar days before the expiration date. Following the expiration of your Initial Term, your account will automatically renew in a month-to-month variable rate. Your service will continue at a month-to-month term until you choose another Starion product, or it is terminated by you or Starion and your Utility thereafter switches your account to its electric supply service or another RES chosen by you.
- (5) **Rescission:** You may rescind this Agreement by contacting Starion at 1-800-600-3040 or via email at [cancel@starionenergy.com](mailto:cancel@starionenergy.com) before the enrollment is submitted to the Electric Utility, on or about three (3) business days after sign-up. Following enrollment, you will receive a confirmation notice from your Electric Utility regarding the transfer of service. You have the right to rescind this Agreement and the enrollment within ten (10) calendar days after the Electric Utility processes the enrollment by contacting either Starion or the Electric Utility at the contact information below. Your confirmation notice from the Electric Utility will indicate the last day to make a rescission request and provide both toll-free telephone numbers.
- (6) **Termination by Customer:** You may cancel this Agreement at any time by contacting Starion at 1-800-600-3040, Monday through Friday, 9:00AM-5:00PM, EST. You may also cancel via e-mail to [cancel@starionenergy.com](mailto:cancel@starionenergy.com) or by writing to Starion Energy, P.O. Box 845, Middlebury, CT 06762. If you effectively cancel service under this Agreement during the Initial Term, you will be assessed an Early Termination Fee of \$50 unless otherwise stated in your TPV and/or Starion Welcome Letter. If you terminate this Agreement, you will be returned to the Electric Utility unless you choose another RES. The effective date of termination will occur on the next applicable meter-read date as determined by the Electric Utility and set forth in the Electric Utility’s tariff and applicable Illinois law. This Agreement may be terminated without penalty upon Customer’s relocation to a different utility territory or to an area where Starion charges a different price. Upon termination, if Customer returns to electric supply service provided by the Electric Utility, the Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the Electric Utility.
- (7) **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least 30 calendar days’ advance written notice to you at the Service Address you provided. If Starion terminates this Agreement early, Customer may be returned to the Electric Utility unless Customer chooses another RES, with no early termination fee. The effective termination date will be on the next applicable meter read date after the 30-day period has expired as set forth in the Electric Utility’s tariff and applicable Illinois law.
- (8) **Billing and Payment:** You will continue to receive one monthly bill from your Electric Utility for both electric generation supply service provided by Starion, and the distribution and other services provided to you by your Electric Utility, each with taxes thereon. You will make payment for all of these services directly to your Electric Utility in accordance with the payment terms stated in your Electric Utility’s tariffs at the billing intervals designated by your Electric Utility and you will be responsible for any late payment fees charged by your Electric Utility. Customer’s failure to pay may result in the customer being disconnected in accordance with the Electric Utility’s tariff.

- (9) **Cancellation of Existing Service:** If you presently purchase your electric generation service from another RES, you are responsible for canceling that service pursuant to the terms of your contract with your existing RES. The Electric Utility may charge switching fees to the Customer, which the Customer will be liable for, if applicable.
- (10) **Privacy Policy and Customer Information and Release Authorization:** By entering into this Agreement, you agree that your Electric Utility may release to Starion, and Starion may obtain, information needed to provide service to you, including your address, account number(s), billing and payment history, credit information, historical and future electricity usage and peak electricity demand, meter readings, and characteristics of electricity service. Starion will not give or sell your personal information to any other party without your consent unless required to do so by law or if necessary to enforce the terms of this Agreement.
- (11) **Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- (12) **Binding Effects; Agency; Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint us as your agent to provide retail electric service, including the electric transportation, transmission and related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another competitive RES licensed to do business in Illinois, in whole or in part, in which case Starion will provide Customer any notice required by law.
- (13) **Representations and Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and Starion expressly disclaims all other warranties, express or implied. Starion does not represent any guarantee of savings under this Agreement.
- (14) **Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of such interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- (15) **Contact Information and Dispute Resolution:** In the event of a billing dispute or a disagreement involving Starion's services, you and we will use our best efforts to resolve the dispute. To discuss your dispute, you should contact a Starion customer service representative by telephone at 1-800-600-3040, by email at [info@starionenergy.com](mailto:info@starionenergy.com), or by letter mailed to Starion Customer Service at P.O. Box 845, Middlebury, CT 06762. Starion's customer service department is available Monday through Friday 9:00AM – 5:00PM, EST. Starion will try to resolve any customer inquiry fairly and in an efficient and timely manner. Starion will provide an acknowledgement of, or response to, your inquiry and report the results of its investigation of your inquiry to you, and may provide a written report upon your request. If your complaint is not resolved after you have called Starion and/or your Electric Utility, you may contact the Illinois Commerce Commission (ICC) for assistance. The ICC can be reached at 1-800-524-0795 and their website address is [www.icc.illinois.gov](http://www.icc.illinois.gov). The Illinois Attorney General's office can be reached at 1-800-386-5438 and their website is [www.illinoisattorneygeneral.gov](http://www.illinoisattorneygeneral.gov).
- (16) **Emergencies and Interruptions of Service:** In the event of an electricity emergency or service interruption, contact your Electric Utility at its emergency number. The Electric Utility will remain responsible for the delivery of power and energy to Customer and respond to any service calls and emergencies. Switching to an RES will not impact your electric service reliability.
- (17) **Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electricity supply service and supersedes all prior agreements, either written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. By executing this Agreement, the Customer represents and warrants that he or she is the necessary authority to execute this Agreement. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by Illinois Law.
- (18) **Contact Information:**

**STARION ENERGY**

P.O. Box 845, Middlebury, CT 06762; [www.starionenergy.com](http://www.starionenergy.com)  
1-800-600-3040 – Monday through Friday, 9:00AM-5:00PM, EST

**Electric Utility: In the event of an emergency such as a downed power line, contact your Electric Utility.**

ComEd – 1-800-334-7661; P.O. Box 805379, Chicago, IL 60680-5379; [www.comed.com](http://www.comed.com)