

Municipal Aggregation – Illinois Electric Terms and Conditions	
Your Electric Utility (“EU”)	Commonwealth Edison
Default Product Type	Fixed Price
Default Price and Term	9.96 cents (\$0.0996) per kWh through your August 2029 meter read
Optional Opt-In Product Type	100% Green Fixed Price*
Optional Opt-In Price and Term	10.25 cents (\$0.1025) per kWh through your August 2029 meter read
Cancellation or Early Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Dynergy Energy Services, LLC (“Dynergy”) through either (a) affirmative consent or (b) not opting out of your governmental aggregator’s program with Dynergy (the “Program”). If you enroll by affirmative consent, these Terms and Conditions are your Agreement (“Agreement”). If you choose to remain in the Program by not “opting-out” or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Dynergy is an independent seller of electric power and energy service certified by the Illinois Commerce Commission (“ICC”). As an Alternative Retail Electric Service (“ARES”) provider, Dynergy will supply the electric generation to your Electric Utility (“EU”) based on your usage. Your EU then distributes or delivers the electricity to you. Dynergy sets the electric generation service price that the customers pay. Generation prices are the charge for the production of electricity. The Federal Energy Regulatory Commission regulates transmission prices and services which are charges for moving high voltage electricity from a generation facility to the distribution lines of the EU. The ICC regulates distribution prices and services which are the basic service for delivering electricity over a distribution system to a customer from the transmission system. As authorized by 20 ILCS3855/1-92, Dynergy sells electricity and related services and equipment 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.

Eligibility: Only residential and small commercial customer accounts with service addresses located within the geographic boundaries of the community or participating communities as defined by the Program master agreement may enroll in this offer. The following customer accounts are not eligible for this offer: (1) accounts with service addresses outside the geographic boundaries of the Program, (2) commercial accounts with usage greater than 15,000 kWh per year, (3) accounts enrolled under their EU’s free service tariff, or (4) accounts participating in an EU community solar program. Accounts under contract or shopping with another ARES provider or participating in a residential real-time pricing program with the EU are not eligible for automatic inclusion in the aggregation Program but may enroll by affirmative consent. Dynergy reserves the right to refuse Program enrollment to any account with an outstanding balance and such accounts may be excluded from automatic inclusion in the Program. If you enroll by affirmative consent, you are responsible for providing Dynergy with accurate account information and attesting to the account’s eligibility for the Program. If said information is incorrect, Dynergy reserves the right to reprice the applicable account(s) or terminate the Agreement. EU tariffs under which you are served, including your EU rate code and the EU-provided aggregation lists are subject to change over time. You understand that the EU is responsible for creating the aggregation list, which may not always be accurate. You understand it is your responsibility to ensure the EU’s records reflect your accurate service and billing addresses. If any account does not meet these eligibility requirements or is deemed ineligible after enrollment, even if previously served in the Program, Dynergy reserves the right to terminate this Agreement and take the necessary action to return you to your EU’s 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”). Prior participation in the Program does not constitute future eligibility. If you opt-out or otherwise leave the Program, you may opt back in but Dynergy reserves the right to charge a different rate.

Price: During the length of this Agreement, you agree to pay Dynergy the price specified in the table above for either the Default Product, or if selected, an Optional Opt-In Product for retail electric service (“Service”). Dynergy’s price does not include any applicable taxes, fees, or charges related to distribution services from the EU. Your price may include a fee assessed by an agent, broker, or consultant representing your governmental aggregator.

Term: As a part of this Program, your Service from Dynergy will commence with the next available meter reading after processing of the enrollment by your EU, which may take 1-2 bill cycles depending on your meter read and will continue through the term length specified in the table above (the “Term”). An explicit contract start is not defined by this Agreement. This Agreement does not automatically renew. Automatic inclusion in any subsequent renewal of the governmental aggregator’s program is not guaranteed per the eligibility requirements outlined under the Eligibility section of this Agreement. During the Term of this Agreement, Dynergy and your governmental aggregator may extend the term for additional periods of time pursuant to the terms of the master agreement between Dynergy and your governmental aggregator. If this Agreement is extended by your governmental aggregator, you may still opt out from the aggregation program at any time without incurring any cancellation or early termination fees. The program may be terminated prior to the length of the Agreement pursuant to the terms of the master agreement between Dynergy and your governmental aggregator. If you opt out from the aggregation program, the Agreement expires, or should the program be terminated, you will be returned to your EU’s Tariffed Service or its successor.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Dynergy, your EU will send you a confirmation letter. You have the right to rescind your enrollment within ten (10) calendar days following the date of the confirmation letter by contacting Dynergy 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. Upon rescinding, you will be returned to Tariffed Service unless you choose an alternate supplier of electricity.

Billing: You will receive a monthly consolidated bill from your EU for both your Dynergy and EU charges. If you do not pay your bill by the due date, or if Dynergy is unable to properly calculate your charges for Service, Dynergy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EU’s Tariffed Service. You will remain responsible to pay Dynergy for any electricity used before this Agreement ends, as well as any late payment charges, if applicable. Dynergy does not charge you switching fees. Your EU may charge you switching fees. Dynergy 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. Dynergy does not offer budget billing, but you may contact your EU to enroll in your EU’s budget billing program if applicable. If you do not pay the full amount owed Dynergy by the due date of the bill, Dynergy reserves the right to charge a 1.5% per month late payment fee.

Customer Cancellation or Early Termination: You may terminate this Agreement at any time, for any reason, without termination fees or penalties. In the event the Program is terminated through the Eligibility, Force Majeure or Regulatory Out provisions described herein; you will be returned to your EU’s Tariffed Service. If Dynergy terminates this Agreement under this provision, you will not be responsible for any cancellation or early termination fee. You must still pay all Dynergy charges through the date you are returned to your EU or switched to another ARES provider for service. Upon termination with Dynergy and return to Tariffed Service with your EU, you may not be served under the same rates, terms, and conditions that apply to other EU customers.

Force Majeure: Dynergy will make commercially reasonable efforts to provide your Service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Dynergy’s reasonable control and may result in interruptions in service (a “Force Majeure Event”). Dynergy will not be liable for any such interruptions and Dynergy shall have the right to terminate or modify the Agreement without liability for 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 Dynergy’s reasonable control. Dynergy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EU for Tariffed Service.

Regulatory Out: Dynergy shall have the right to terminate or modify the Agreement without liability if there is any change in, or enactment of any statute, rule, regulation, regulatory action, policy, rider, fees, pricing structures, market structures, capacity charges, changes in load profile, ordinance, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, (“Change in Law”) which alters to the detriment of Dynergy its costs to perform under this Agreement or Dynergy is prevented, prohibited, or frustrated from carrying out its intent under the Agreement. If a Change in Law occurs, you may receive a notification from Dynergy providing new Terms and Conditions. This notification will include a description of one or more of the situations described above. If you do not accept the new terms, you may terminate without any further obligation by notifying Dynergy in writing within 30 days after receiving the updated Agreement. Alternatively, Dynergy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EU for Tariffed Service.

Customer Consent and Information Release Authorization: This Agreement shall be considered executed by Dynergy following acceptance of your enrollment request by Dynergy, the end of the ten (10) day rescission period, and subsequent acceptance of the enrollment by your EU. By choosing not to opt-out of the Program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Dynergy. You authorize Dynergy 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. Dynergy reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Dynergy is prohibited from disclosing a customer’s Social Security number and/or account number(s) without the customer’s written consent except for Dynergy’s collections and reporting, or assigning a customer’s contract to another ARES provider or except as permitted or required by 83 Ill. Adm. Code 412.240, 220 ILCS 5/5-110, 815 ILC 505/2RR or other applicable law. Dynergy 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 applicable law. Customer authorizes, but does not obligate, Dynergy to exercise customer’s governmental aggregation opt-out rights.

Assignment: Dynergy may assign its rights under this Agreement to another, including any successor, in accordance with the rules and regulations of the ICC without prior consent. You shall not assign its rights and/or obligations under this Agreement without prior written consent of Dynergy.

Limitation of Liability: Dynergy 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 local EU.

Environmental Disclosure: You agree that Dynergy will make the required periodic updates to the environmental disclosure statement electronically on our website which can be located at www.dynergy.com/environmental-disclosures. Dynergy will also provide the information upon request.

Net Metering: If you are a qualified Illinois net-metering customer under 220 ILCS 5/16-107.5, you have an obligation to notify Dynergy of that status. Subject to the Eligibility requirements above, Dynergy will serve net-metering customers in accordance with the terms and conditions established by the EU, Illinois law and/or the ICC. To the extent there are changes in EU practices, Illinois laws or regulations, including any modification to the state-mandated net-metering compensation, Dynergy’s administration of this program will change accordingly. Such change may include Dynergy returning net metered accounts to the EU’s standard service offer or its successor.

Dispute Procedure: Contact Dynergy with any questions concerning the terms of service by phone at 1-844-351-7691 (toll-free) from 7 a.m. to 10 p.m. CST weekdays, in writing at Dynergy Energy Services, LLC Attn: Customer Care, PO Box 650764, Dallas, TX 75262-0764, or by e-mail at DESCustCare@dynergy.com. Our web address is www.dynergy.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Consumer Services Division of the ICC for assistance at 1-800-524-0795 or visiting their websites at www.icc.illinois.gov or www.pluginillinois.org. While a customer complaint is pending investigation by Dynergy and/or the ICC, you are not obligated to pay the disputed portion of the bill. However, you remain obligated to pay any undisputed portion of the bill. You will be notified when the investigation is completed, and, if incorrect, your bill will be adjusted accordingly. **WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND DYNERGY AGREE THAT: (I) YOU AND DYNERGY WAIVE ANY RIGHT TO TRIAL BY JURY, AND (II) NEITHER YOU NOR DYNERGY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND DYNERGY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR DYNERGY.**

Warranty: Dynergy 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 DYNERGY’S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

Renewable and Emission Free Energy Disclosures

*If the Default or an Optional Opt-In Product for this Program are listed as a Green or Carbon Free Fixed Price, please refer to the applicable disclaimer below:

Renewable Energy Certificate (“REC”) Disclosure: The Green product matches the percentage (%) of your electricity usage specified in the table above with RECs. A REC represents the environmental benefits of 1 megawatt hour (MWh) of electricity generated by a renewable energy resource. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service. You are using and receiving the benefits of that renewable electricity. Renewable energy certificates are not sold more than once or claimed by more than one party.

The percentage of RECs paired with your electricity complements, rather than includes, state-minimum Renewable Portfolio Standard (RPS) for Illinois as listed at www.pjm-eis.com to achieve the total renewable incentive percentage. Dynergy does not expect to pair any RECs from generators sited in the State of Illinois and has not committed to any particular locations of generators or types of RECs at this time.

Emission Free Energy Certificate (“EFEC”) Disclosure: The Carbon Free product matches the percentage (%) of your electricity usage specified in the table above with EFECs sourced from a generating unit that does not directly produce any emissions of carbon dioxide such as nuclear, wind, solar, or hydroelectric generating facilities.