



This Electricity Sales Agreement, which is comprised of this Cover Page, the attached General Terms and Conditions, and any attached riders or other addenda (collectively, this “**Agreement**”), is entered into on the Effective Date (defined below) by and between energy.me<sup>1</sup> (“**energy.me**”), and (“**Customer**”). Capitalized terms used and not defined in this Cover Page have the meanings stated in the General Terms and Conditions.

**LOCATIONS**

ACCOUNT NUMBER	SERVICE ADDRESS	CONTRACT PRICE (\$/KWH)	START DATE	INITIAL TERM

*If more than 1 account number is included on this agreement, they will be listed on the last page*

**TERM**

**Start Date:** For each Location, the Term shall start on either (a) the first meter read on or after the Start Date (listed for each Location) or (b) if a Switch is required, the first meter read on or after the Switch Date. If for any reason the account number at any location is not able to be enrolled by the Start Date, it shall be enrolled on the following meter read date (the “Enrollment Date”).

**End Date:** For each Location, the first meter read after (the “**End Date**”). If for any reason the account number at any location is not able to be enrolled by the Start Date, then the End Date shall be the first meter read after the number of months specified in the Initial Term has passed from the Enrollment Date.

**Renewal:** Between 30 and 60 days before the end of the Initial Term, energy.me may send Customer an offer to renew this Agreement, which offer will include, without limitation, a new Contract Price and Contract Charge (the “**Offer**”). Customer will be deemed to have accepted the Offer, and this Agreement will be deemed to have been renewed on the terms and conditions in the Offer, unless Customer rejects the Offer by notifying energy.me thereof in writing within 10 days of issuance of the Offer. If energy.me does not submit an Offer to Customer, or if Customer timely rejects an Offer, then energy.me will continue to serve Customer’s Accounts at prevailing market prices, subject to change each month, with a term of one month, which will automatically renew each month.

**Acknowledgment:** \_\_\_\_\_  
(Customer Signature)

**CONTACT INFORMATION**

ENERGY.ME:	CUSTOMER BILLING AND CONTACT INFO
energy.me 224 N. Desplaines St. 5 <sup>th</sup> Floor Chicago, IL 60661 Attention: Robert Gordon, CFO Telephone: (312) 243-7270 E-mail: <a href="mailto:rob@energy.me">rob@energy.me</a> Fax: (312) 276-8023	<b>Contact Name:</b> <b>Address Line 1:</b> <b>Address Line 2:</b> <b>City, State:</b> <b>Zip:</b> <b>Contact Phone:</b> <b>Contact Email:</b> <b>Contact Fax:</b>

<sup>1</sup> Formal name: energy.me midwest llc, an Illinois limited liability company d/b/a “energy.me”

## **BILLING**

energy.me hereby designates (which designation may be changed from time to time), by checking one of the boxes below, whether Customer will receive a single consolidated bill from the DC, separate bills from the DC and energy.me, or one single bill from energy.me:

- Dual Billing
- Customer shall receive one bill from energy.me and one bill from the DC. Customer shall pay the bill from energy.me in accordance with energy.me Payment Terms (defined below). Customer shall pay the DC separately in accordance with DC payment terms.

When applicable, Customer shall pay energy.me directly within 14 days of issuance of the monthly invoice (**Payment Terms**).

With respect to Separate Billing and Single Billing only, Customer shall have the option of paying invoices issued by energy.me by credit card, in which event Customer shall pay the bill plus a processing fee of 2.5%.

## **AMENDMENTS TO LOCATIONS**

Amendments to locations may be formed and implemented as follows:

- (i) Customer shall request energy.me to add or delete a Location; and
- (ii) energy.me shall provide an addition/deletion form to Customer, which Customer shall complete (including, if the change is an addition, providing Customer's expected monthly kWh electricity consumption for the additional location) ((i) and (ii) collectively constitute the "**Request**").

energy.me shall promptly evaluate the Request and, subject to the terms of this Agreement, accept or reject the Request. Acceptances shall be memorialized by an amended Cover Page that is signed by both Parties (the "**Confirmation**").

The Parties are legally bound by each amended Cover Page from the time energy.me transmits it to Customer, and if energy.me does not transmit it, no amendment shall be binding upon the Parties. The Parties adopt the Request and Confirmation method as the means by which the Parties' amendment of Cover Page shall be reduced to writing. The Parties agree not to contest or assert a defense to the validity or enforceability of each amendment entered into. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment method.

## **PRICING**

**Contract Price:** The Contract Price is per kilowatt-hour ("**kWh**") consumed at the applicable Location. The Contract Price includes energy charges including congestion, Ancillary Charges, DC system losses, Unforced Capacity Charges, ISO fees, Renewable Portfolio Standards (RPS) charges, and applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any). The Contract Price will be applied to all quantities of electricity consumed at Location(s), beginning on the Start Date and continuing for the number of months specified in the Initial Term. If for any reason the account number at any location is not able to be enrolled by the Start Date and is enrolled at a later date, the Contract Price will be in effect from the originally planned Start Date until the number of months specified in the Initial Term has passed. All power consumed at Location(s) after the Initial Term past the planned Start Date will be charged at market rates for the remaining term of this agreement.

**Contract Charge:** The sum of (i) the product of the Contract Price multiplied by Actual Consumption; (ii) any applicable Taxes; and (iii) any additional charges that are expressly authorized in this Agreement. The Contract Charge does not include DC Charges which are separately billed to Customer for service rendered by DC.

**Early Termination Fee:** \$0.005/kWh on the estimated amount of unconsumed electricity for the remaining term of the Agreement, in addition to Termination Damages.

## **SIGNATURES**

This Agreement: (a) supersedes any prior agreement(s) between the Parties for the supply of electricity to the Location(s) (whether one or more, "**Prior Agreement**"), if any, effective as of the start of the Delivery Term; (b) constitutes the entire agreement between the Parties, and there are no other agreements or representations affecting the subject matter of this Agreement, other than any Prior Agreement; (c) is executed by the Parties' duly authorized representatives in multiple

counterparts to be construed as one as of the Effective Date; and (d) will inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns.

**ENERGY.ME**

energy.me midwest llc, an Illinois limited liability company d/b/a "energy.me"

Signature: \_\_\_\_\_  
 Printed Name: Robert Gordon  
 Title: Chief Financial Officer  
 Date: \_\_\_\_\_ (the "Effective Date")

**CUSTOMER**

\_\_\_\_\_  
 (Company Name)

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ADDITIONAL LOCATIONS (IF NECESSARY)**

NUMBER	ACCOUNT NUMBER	SERVICE ADDRESS	CONTRACT PRICE (\$/KWH)	START DATE	INITIAL TERM
2					
3					
4					
5					
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**ENERGY.** *me*  
The Bright Choice

**LETTER OF AGENCY AUTHORIZING CUSTOMER'S CHANGE IN ELECTRIC SERVICE PROVIDER TO ENERGY.ME**

By this Letter of Agency, I, the signatory below, affirm the following:

1. I affirm that my billing address and contact on the attached Cover Page are accurate.
2. I affirm that I am authorizing the change of my electric service provider from my current provider to energy.me.
3. I affirm that the terms and conditions and nature of service to be provided to me have been clearly and conspicuously disclosed to me in writing.
4. I understand that if my current energy supplier is Duke, I will not be charged a termination fee to switch to energy.me as my new supplier. If I am currently supplied by a Competitive Retail Electric Supplier, then the terms of my contract with that supplier will determine if I may be subject to an early termination fee or penalty for switching

**CUSTOMER/COMPANY NAME**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_