



TWO- PHASE FIXED ILLINOIS TERMS AND CONDITIONS

This is an Agreement, together with your Uniform Disclosure Statement, Confirmation Letter, Enrollment Form, Letter of Agency, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra Energy" or "Indra") for electric supply service. Indra's business address is 1515 Market Street, Suite 1200, Philadelphia, PA 19102.

PRICING.

Initial Price: You will receive an Initial Price of \$ _____ per kWh as stated in your Uniform Disclosure Statement. The Initial Price is only valid for _____ billing cycle(s). Thereafter, your price for electric supply service will be a Fixed Price as described below.

Fixed Price: After your Initial Price, you will pay a Fixed Price of \$0. _____ per kWh for _____ consecutive months as set forth in your Uniform Disclosure Statement. **Other Charges:** In addition to the Fixed Price, you are also responsible for paying all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, service or other charges for which your electric utility charges you. **AGREEMENT TERM AND RENEWAL.**

Your Agreement corresponds to the length of time we will offer you the Initial Price and Fixed Price provided in the Uniform Disclosure Statement. For this Agreement, it will continue for a total of _____ consecutive months ("Fixed Term").

Automatic Renewal: At least thirty (30) days, but no more than sixty (60) days, before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Illinois Commerce Commission. **If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra, then your Agreement will automatically renew at a rate plan then in effect in accordance with the terms set forth in the Renewal Notice.** In most instances, the Agreement will be renewed at a fixed rate that may differ from the one you are

receiving in this Agreement, unless you affirmatively call to renew to a different product offered by Indra or cancel service with Indra. In some instances, the Agreement will be renewed to a variable rate. Instructions on how to renew or cancel service with Indra will be sent in the Renewal Notice. You may access Indra's historical variable pricing and future variable pricing information by visiting <https://IndraEnergy.com/illinois/illinois-variable-rates/> or calling 888-504-6372.

STATEMENT REGARDING SAVINGS. If you are a residential customer, for the duration of your Initial Price, you will save _____ percent compared to your local utility. For the purpose of assessing savings, Indra compared its own Initial Price rate offerings with the prices for each utility listed on <https://www.pluginillinois.org/fixedrate.aspx>. For the remainder of this Agreement, Indra does not guarantee savings or promise rates lower than your utility. After your Initial Price, you will pay the rate listed in the Pricing Section of this Agreement.

EARLY TERMINATION FEE. This Agreement does not have an early termination fee, you may terminate at any time for any or no reason by contacting Indra.

RESCISSION. You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 888-504-6372 or your utility Ameren at 800-755-5000 or ComEd at 800-334-7661. To accomplish this.

CANCELLATION. You also have the right to terminate the contract without any termination fee or penalty if you contact us at within 10 business days after the date of your first bill with charges from Indra.

NO AFFILIATION WITH UTILITY. Indra is an independent seller of electric power and energy service, certified by the Illinois Commerce Commission (license number is 12-0269). Indra is not representing, endorsed by or acting on behalf of a utility, a utility program, a consumer group, consumer group program, a governmental body, or a program of a governmental bod.

CONTINUED DELIVERY AND SERVICE BY UTILITY. Your utility will continue to deliver your electricity and respond to any service calls and emergencies. **IN THE EVENT OF AN ELECTRICITY-RELATED EMERGENCY, SUCH AS AN ELECTRIC OUTAGE, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.**

BILLING STATEMENTS AND NOTIFICATIONS BY UTILITY. You will receive written notification from your electric utility confirming the switch of your electric supplier. Your electric utility will also continue to send you your electric bills, which will contain both your utility's charges and Indra's charges.

CONTACT INFORMATION, DISPUTE PROCEDURES, & QUESTIONS CONCERNING SERVICE. You may contact Indra at 888-504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra, you may file a complaint with the Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at <http://www.icc.illinois.gov/consumer/complaint/>, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701. If you need general information about your service, or wish to obtain educational materials, you may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at <http://www.icc.illinois.gov/>. You may also contact your local utility, Ameren, at 800-755-5000 or ComEd at 800-334-7661.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at <https://IndraEnergy.com/environmental-disclosure/>. This information is updated periodically following the requirements of the Illinois Commerce Commission.

RENEWABLE ENERGY INFORMATION. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs) sourced from wind resources. 100 percent of the RECs purchased for this product will be in addition to the RECs Indra is required to purchase under the Illinois Renewable Portfolio Standard Act. Indra does not anticipate any RECs will be generated in the State of Illinois. At this time, Indra has not yet committed to a particular location or locations of RECs.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your electric utility, so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement, if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory.

BILL PAYMENT/TERMINATION BY INDRA. You will receive a single bill from your utility each month which will include

the charges for Indra's electric supply service and for the services provided by your utility. You will make payment for all of these services directly to your utility. If your payment for electric service is not received when it is due or you fail to satisfy any agreed upon payment arrangement you may have, Indra may terminate your electric supply service agreement with Indra by providing you at least 14 calendar days advance notice; provided that you will still remain obligated to pay for all electric supply service received by you prior to such termination. You also shall be required to pay a late payment charge on any unpaid amounts (including arrears and unpaid late payment charges) not received by Indra within 15 days of the date of your bill at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is lower. You also shall pay Indra's reasonable collection costs and attorneys' fees and expenses incurred by it in attempting to collect any payment owing by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, a change in the law or rules affecting this Agreement, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE ILLINOIS LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION AND WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE ILLINOIS LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, AND BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. INCLUDED ARE

ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC SUPPLY SERVICE. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS.

NO WARRANTIES. INDRA MAKES NO WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, REGULATORY CHANGES. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Illinois Commerce Commission. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH ILLINOIS LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW. If at some future date there is a change in any law, rule, regulation, tariff or regulatory structure ("Regulatory Change") which impacts any term, condition, or provision of this Agreement, including, but not limited to, price, Indra shall have the right to cancel or modify this Agreement to reflect such change by providing advance written notice to you.

ELECTRONIC COMMUNICATION. If you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if

transmitted to you at the email address provided to Indra by you.

AGREEMENT DETAILS. Our full legal name is Palmco Power IL, LLC dba Indra Energy for electric supply service, but we have used "we," "us," "our," or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. This Agreement can only be amended by a writing signed by you and Indra. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another entity in accordance with the rules and procedures of the Commission, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties.

EMERGENCIES. IN THE EVENT OF AN ELECTRICITY-RELATED EMERGENCY, SUCH AS AN ELECTRIC OUTAGE, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY:

Ameren: 1-800-755-5000

ComEd: 1-800-334-7661

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Two Phased Uniform Disclosure Statement

Supplier Information:	Indra Energy ('Indra') Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102 Website: www.IndraEnergy.com Phone: (888) 504-6372
Rates and Product Information	
Custom Price (also called Initial Price) (in cents/kWh) and number of months this price stays in effect:	\$ _____ per kWh for ____ month(s).
Other Monthly Charges by Indra:	None.
Length of Contract:	____ consecutive months.
Price after the initial price:	\$ _____ per kWh for ____ consecutive months.
Early Termination Fees and Contract Renewal	
Early Termination Fee:	None.
Contract Renewal:	Between 30 and 60 days before the expiration of your Fixed Term, Indra will provide a written "Renewal Notice" to you. The Renewal Notice is likely to contain rates and terms that are different than those you are being offered now. If you do not respond to the Renewal Notice or terminate this Agreement by notifying Indra (instructions for which will be in the Renewal Notice), then your Agreement will automatically renew at the rate plan stated in the Renewal Notice.
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. Rescission is a withdrawal of your contract. You may call us at (888) 504-6372 or your utility Ameren at (800) 755-5000 or ComEd at (800) 334-7661.
Cancellation:	You also have the right to terminate (cancel) the contract without any fees or penalties at any time. However, you will be responsible to pay the supply charges already incurred on your bill(s) from Indra.

This is a sales solicitation and the seller is Indra, an independent retail electric supplier. If you enter into a contract with Indra, you will be changing your retail electric supplier. Indra 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.

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 electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date of Solicitation: _____

Agent ID: _____



NOTICE OF CANCELTATION

Date of transaction _____(Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Indra Energy at 1515 Market Street, Suite 1200, Philadelphia, PA 19102 not LATER THAN MIDNIGHT of the 3rd business day following the date of your receipt of the Agreement.

I hereby cancel this transaction.

Buyers Signature: _____

Date: _____

Buyers Name: _____

Date of transaction _____(Date)

You, the customer, may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS of your receipt of a copy of this Letter of Authorization and Terms of Service ("Agreement"). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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I hereby cancel this transaction.

Buyers Signature: _____

Date: _____

Buyers Name: _____