PALMco Power IL, LLC D/B/A Indra Energy

1515 Market Street, Suite 1200, Philadelphia, PA 19102

Phone: 888-504-6372 & Website: [www.IndraEnergy.com](http://www.IndraEnergy.com)

CUSTOMER NAME ${auth\_fullname\_fl}

CUSTOMER ADDRESS ${address\_service}, ${city\_state\_zip\_service}

CUSTOMER UTILITY ACCOUNT NUMBER ${account\_number\_electric}

**UNIFORM DISCLOSURE STATEMENT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Rates and Product Information** | | | |
| Initial Fixed Price (in cents/kWh) and number of months this price stays in effect: | $${rate\_info\_electric\_calculated\_intro\_rate\_amount} per kWh for ${rate\_info\_electric\_intro\_term} consecutive months. | | |
| Other Monthly Charges: | None. | | |
| Total Price (in cents/kWh) with other monthly charges: | 500 kWh | 1,000 kWh | 1,500 kWh |
| $${rieetb500} | $${rieetb1000} | $${rieetb1500} |
| Length of Contract: | ${rate\_info\_electric\_term} consecutive months. | | |
| Price After Initial Fixed Price: | $${rate\_info\_electric\_calculated\_rate\_amount} per kWh for ${rate\_info\_electric\_term\_remaining} consecutive months. | | |
| 500 kWh | 1,000 kWh | 1,500 kWh |
| $${riefr500} | $${riefr1000} | $${riefr1500} |
| **Early Termination Fees and Contract Renewal** | | | |
| Early Termination Fee: | None. | | |
| Contract Renewal: | Your Agreement provides for the automatic renewal of your service with Indra. Specifically, as stated in your Agreement, if you do not respond to the renewal notice Indra will send you between 30 and 60 days before your initial term expires or if you do not terminate your Agreement, your service will automatically renew at a fixed rate that may differ from the Fixed Price you are receiving during the initial term. | | |
| **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. 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 888-504-6372 within 10 business days after the date of your first bill with charges from Indra. | | |

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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.

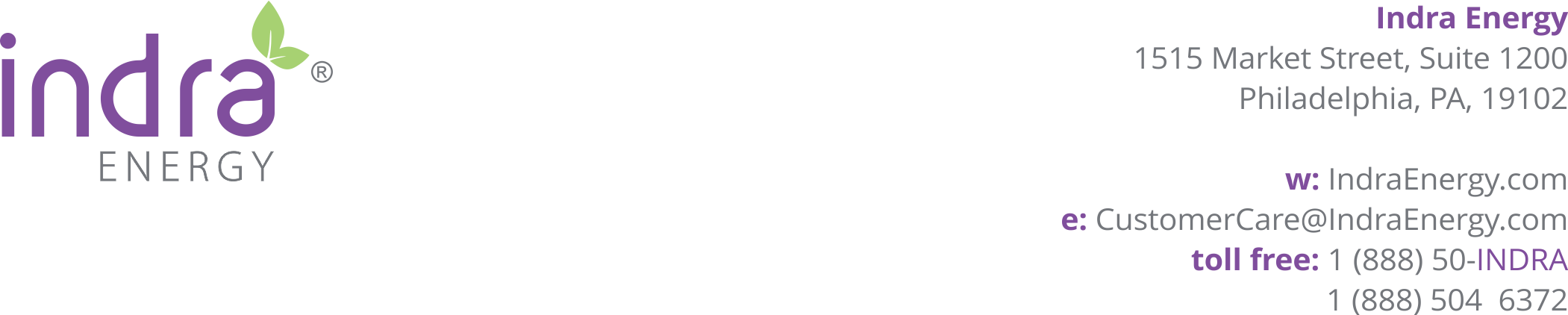
Date: ${date}

AgentID: ${agent\_id}

Agent Signature:

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${signature\_agent}

2/26/2020

${address\_service}

${city\_state\_zip\_service}

**Automatic Contract Renewal**

**Your Terms and Conditions and Uniform Disclosure Statement documents (“Agreement”) provide for the automatic renewal of your service with Indra. Specifically, as stated in your Agreement, if you do not respond to the renewal notice Indra will send you between 30 and 60 days before your initial term expires or if you do not terminate your Agreement, your service will automatically renew at a fixed rate that may differ from the rate you are receiving during the initial term.**

**The estimated bill cycle on which the initial term expires is [FILL IN MONTH & YEAR]. This could vary based on when the local electric distribution company (“EDC”) accepts the initial enrollment. Additionally, the estimated bill cycle on which the renewal term begins is [FILL IN MONTH & YEAR]. This will immediately follow the last billing cycle of the initial term.**

**You have the right to terminate your Agreement during the initial term or during any renewal term without any termination fee or penalty by emailing us at** [**CustomerCare@IndraEnergy.com**](mailto:CustomerCare@IndraEnergy.com) **or by calling us toll free at 888-504-6372. Please note that the termination will not become effective until the EDC successfully switches you to the provider of your choice. Until that occurs, you are liable for all of Indra’s charges while the EDC is switching you to such provider.**

**You can always contact Customer Care if you have any questions or wish to discuss your options by email or phone at:** [**CustomerCare@IndraEnergy.com**](mailto:CustomerCare@IndraEnergy.com) **or toll free at 888-504-6372.**

**Thank you for allowing us to serve you.**

**Sincerely,**

**Indra Energy**

Indra is not the same entity as your electric delivery company. You are not required to enroll with Indra. Beginning on ${date}, if ComEd, the electric supply price to compare is 7.17 cents per kwh. If Ameren, the electric supply price to compare is 4.707 cents per kwy based on usage of 0-800 kWh or 4.469 cents per kwh based on usage greater than 800 kWh. The electric utility electric supply price will expire on May 2020. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org).The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour.

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**ONLINE ENROLLMENT LETTER OF AGENCY**

**Customer’s Billing Name:** ${bill\_fullname}

**Customer’s Billing Address:** ${address\_billing}

${city\_state\_zip\_billing}

By electronically signing this Letter of Agency, I, the customer identified above, acknowledge, understand, and agree to the following:

* I authorize the switch of my electric supply service provider from my current provider to PALMco Power IL, LLC d/b/a Indra Energy (“Indra”).
* The full terms, conditions, and nature of my electric supply service to be provided by Indra, including a description of the rate for such service, were clearly disclosed to me in writing in the Terms and Conditions, Uniform Disclosure Statement, Automatic Contract Renewal, and other materials (“Agreement”) that were provided to me during my online enrollment process with Indra.
* I understand that any change of my electric supply service provider may involve a charge from my current provider.
* I may request a written copy of my Agreement from Indra by telephone at 888-504-6372 or by e-mail sent to CustomerCare@IndraEnergy.com.
* I will receive future correspondence from Indra by ${delivery\_method}, as I selected during the online enrollment process. I may change my method of correspondence at any time by calling Indra at 888-504-6372, by emailing Indra at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com).

Digital Signature: ${signature\_customer}

Date: ${date}

Indra is not the same entity as your electric delivery company. You are not required to enroll with Indra. Beginning on ${date}, if ComEd, the electric supply price to compare is 7.17 cents per kwh. If Ameren, the electric supply price to compare is 4.707 cents per kwh based on usage of 0-800 kWh or 4.469 cents per kwh based on usage greater than 800 kWh. The electric utility electric supply price will expire on May 2020. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org).The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour.

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**RESIDENTIAL**

**TWO-PHASE FIXED ILLINOIS TERMS AND CONDITIONS**

This is an Agreement, together with your Uniform Disclosure Statement, Automatic Contract Renewal, Confirmation Letter, Letter of Agency, and any and all Renewal Notices (if applicable) (collectively, the “Agreement”), between PALMco Power IL, LLC, d/b/a Indra Energy (“Indra”) for electric supply service. Indra’s business address is 1515 Market Street, Suite 1200, Philadelphia, PA 19102.

**Pricing.**

**Phase 1 Fixed Price:** You will initially pay a Fixed Price of $${rate\_info\_electric\_calculated\_intro\_rate\_amount} per kWh for electric supply services for ${rate\_info\_electric\_intro\_term} consecutive months as also set forth in your Uniform Disclosure Statement.

**Phase 2 Fixed Price:** You will then pay a Fixed Price of $${rate\_info\_electric\_calculated\_rate\_amount} per kWh for electric supply services for ${rate\_info\_electric\_term\_remaining} consecutive months as also set forth in your Uniform Disclosure Statement.

**Estimated Total Bill at Sample Usage Levels for Phase 1 Fixed Price**. Your estimated total bill at sample usage levels of 500 kWh, 1,000 kWh, and 1,500 kWh is${rieetb500},${rieetb1000}, and ${rieetb1500}, respectively.

**Estimated Total Bill at Sample Usage Levels for Phase 2 Fixed Price**. Your estimated total bill at sample usage levels of 500 kWh, 1,000 kWh, and 1,500 kWh is${riefr500},${riefr1000}, and${riefr1500}, respectively.

**Other Charges:** The Fixed Prices, above, are not your total monthly amount for electric service. The Fixed Prices do not include the utility transportation, delivery, service, or other charges for which your electric utility charges you. 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.

**Agreement Term and Renewal.**

Your Agreement corresponds to the length of time we will offer you the Fixed Prices set forth above and in your Uniform Disclosure Statement. For this Agreement, it is a Phase 1 Fixed Price for ${rate\_info\_electric\_intro\_term} months followed by a Phase 2 Fixed Price for ${rate\_info\_electric\_term\_remaining}months for a total of ${rate\_info\_electric\_term} 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 this Agreement’s renewal (“Renewal Notice”). The Renewal Notice will set forth your renewal or termination option(s), instructions on how to renew or terminate service with Indra, and other 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 fixed rate then in effect in accordance with the terms set forth in the Renewal Notice**. That fixed rate may differ from the Fixed Price you are receiving in 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.

**Statement Regarding Savings**. Indra does not guarantee savings or promise rates lower than your utility.

**RESCISSION.** You have a right to rescind (stop) your enrollment within 10 days after your utility processes your request to switch to Indra. 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 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 body.

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**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 to Indra. 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](mailto: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/,](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/.](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.

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**RENEWABLE ENERGY INFORMATION.** If you select a renewable energy product, the product will be obtained from 100 percent 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, ITMUSTBERESOLVED 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.

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**AGREEMENT DETAILS.** Our full legal name is PALMco Power IL, LLC d/b/a Indra Energy for electric supply service, but we have used “we,” “us,” “our,” or “Indra” 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.

**PRICE TO COMPARE**. Indra is not the same entity as your electric delivery company. You are not required to enroll with Indra. Beginning on ${date}, if ComEd, the electric supply price to compare is **7.17 cents per kwh**.

If Ameren, the electric supply price to compare is **4.707 cents per kwh** based on usage of 0-800 kWh or **4.469 cents per kwh** based on usage greater than 800 kWh. The electric utility electric supply price will expire on May 2020. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org). The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour.

**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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