

Great American Power, LLC Terms of Service

Background

This along with your Contract Summary is your agreement for electricity generation supplied by Great American Power, LLC ("GAP"). Please keep a copy for your records. GAP is licensed by the State of Illinois Commerce Commission to offer and supply electricity in Illinois. Our license number is **18-0170**. GAP supplies the electricity to your electric distribution company ("EDC") based on the amount you use. Your EDC, will then distribute (deliver) the electricity to you. GAP sets the generation supply prices and charges that you pay. The Illinois Commerce Commission regulates electric distribution prices and services provided by your EDC. The Federal Energy Regulatory Commission regulates transmission prices and services. Your charges from GAP for electricity supply (generation and transmission) will appear on your EDC bill in a separate section.

Key Definitions

RES – abbreviation for "Retail Electric Supplier." A company licensed by the Illinois Commerce Commission that sells electricity to customers, using the transmission or distribution facilities of an electric distribution company ("EDC").

Supply Charge - the charge for generation and transmission of electricity from the generation source to the EDC. If you purchase electricity from an electric supplier, your supply charge will depend on the contract between you and your supplier.

Renewable Energy Product – Supports renewable energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

Service Provisions

1. Term: This agreement will be in effect for the service address as specified in your Enrollment Form as of the date accepted by us and your EDC. The EDC determines your ultimate service switch date, and the pricing indicated here will begin at that time. We will begin providing you electricity supply on the date that the EDC determines as the service switch date. Switching your service or rate may take up to 2 billing cycles. The Contract Summary includes information on the rate plan and the term you have chosen.

For Variable Rate Plans, this agreement shall be for the term you agreed to and shown on your Contract Summary and shall continue on a month-to-month basis until either party provides at least 15 days prior notice.

For Fixed Rate Plans, your Initial Term is the initial term that is specified in your Contract Summary. Prior to your expiration or renewal date, or if we propose to change terms of service, we will send you a notice within 45 days prior to the expiration date or the effective date of the changes.

2. Pricing: GAP's Electric Generation and Transmission Charge- You agree to pay GAP the total supply charge based on the rate plan you accepted and as specified in your Contract Summary. This charge includes Electric Generation Service Charges and Transmission Charges, but excludes applicable state and local taxes and the charges from your local EDC (including but not limited to Distribution Charges), and any other fees identified in the Contract Summary (including, but not limited to, daily or monthly fees). The rate per kilowatt hour may not always represent savings over the EDC price to compare. Please note that the EDC's standard offer rates likely will change from time to time and therefore GAP cannot guarantee savings compared to the EDC's standard offer rates during the term of this Contract or any renewals. If savings were promised to you, such savings were calculated against the EDC's standard offer Residential Service rate or the General Service rate as of the date of this offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Contract and that any savings we show are not guaranteed for the entire term of this Contract or for any renewals.

For Variable Rate Plans you will be charged the rate in effect at the time of your enrollment or the introductory rate as specified in your Contract Summary for at least one billing period, or the introductory Term provided

in your Contract Summary. Thereafter, the rate will be set by us each month based on our evaluation of a number of factors that may include the cost of electricity available in PJM and the EDC area including ancillary services, transmission, line losses, capacity, renewable energy, and other costs incurred related to the procurement of electricity. We may also evaluate the recovery of extreme spot market electricity cost changes. The Rate Cap as shown on your Contract Summary will determine any limitation on the month to month change of your Variable Rate Plan. **If there is no Rate Cap description in your Contract Summary, then there is no limit on how much the price may change from month to month.** There are no rate change notifications provided for Variable Rate Plans. You can review the price history of the rates for the non-introductory Variable Rate Plan, and see what the rate will be for your current billing cycle by visiting www.GreatAmericanPower.com or by contacting customer care. Historical prices are provided for reference only and are not indicative of current or future pricing.

For Fixed Rate Plans, you will be charged for electric generation at the rate and for the number of months as specified in your Contract Summary.

3. Sales Tax Exemption: If you are exempt from sales tax, you must submit a sales tax exemption form to GAP before any exemption can be processed.

4. Billing: Your EDC will provide a consolidated bill that will include both EDC charges and GAP's charge for competitive retail electric service. Charges for your retail electric service will be due and payable when your EDC bill is due at the billing address provided in your EDC bill. You acknowledge that the EDC may provide us with your billing and payment information. You agree to accept the measurements as determined by the EDC for purposes of accounting for the amount of power and energy services provided by us under this Agreement. Supplying you under this Agreement is conditioned on the EDC accepting our enrollment of your account for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electric generation to you during the term of this Agreement. We will notify you if any new taxes are imposed, or any new or increased fees or other charges are imposed. GAP reserves the right to change billing methods.

5. Collection of Past Due Charges: GAP will pass through to You all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

6. Right of Rescission: You may contact the RES to rescind the contract and the pending enrollment within 10 calendar days after your EDC processes the enrollment request. Residential customers may rescind the contract and the pending enrollment by contacting either the GAP or your electric utility.

7. Customer's Right to Cancel: Your Early Cancellation Fee, if applicable, will be as described in your Contract Summary. You may contact us to cancel by phone, email or US Mail. Cancellation becomes effective upon the processing of your cancellation request by your EDC. Your EDC will determine the service end date. You agree to pay for the services provided by GAP through the date you are switched to another RES or returned to the EDC for service. If you move to a new service address, this agreement is cancelled without penalty.

8. Cancellation for Nonpayment: If your electric service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will be subject to all applicable Penalties and Fees as described below.

9. GAP's Right to Cancel Service: GAP reserves the right to cancel this

agreement (i) if your EDC is unable to read your meter for three (3) months or more in a row; (ii) if at any time you request separate bills from your EDC and GAP; (iii) if the EDC removes you from their consolidated billing program and requires that GAP bill you separately for your electricity generation; (iv) if the EDC identifies a load profile that differs from the class of customer the price was quoted for; (v) if your EDC identifies your account as ineligible or no longer eligible to shop for a retail provider, or (vi) if you are a commercial customer and your billing demand exceeds 125 KW in any of the prior 12 months of electric service; if you are a residential customer and your billing demand exceeds 25 KW in any of the prior 12 months of electric service. You agree to pay for the services provided by GAP through the date you are switched to another RES or returned to the EDC for service. The EDC determines the service end date after GAP gives notice to the EDC of the service cancellation. We will notify of the cancellation of this agreement at least 15 days prior to the effective date of cancellation.

10. Early Cancellation Fees, Penalties, Fees, and Exceptions: The Early Cancellation Fee, as specified in the Contract Summary, is due and payable immediately upon the effective date of the cancellation. The Early Cancellation Fee is not applicable if you cancel your service to move.

11. Renewal Provisions/Agreement Expiration/Change in Terms: If you have a Fixed Rate Plan approaching the expiration, or if GAP proposes to change the terms of the Terms of Service, you will be sent a notice within 45 days prior to the end of your Fixed Rate Plan or the effective date of the proposed changes.

12. Customer Information Release Authorization: You authorize GAP to obtain and review information regarding your credit history from credit reporting agencies and your consumption history, billing determinant, and credit information from the EDC. This information may be used by GAP to determine whether it will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. GAP is prohibited from disclosing your social security number and/or account number(s) without your consent except for GAP's collections and credit reporting, or assigning your contract to another energy supplier. The Enrollment Confirmation shall be deemed to represent Your authorization for the release of this information to GAP. This authorization will remain in effect during the Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to GAP, or calling GAP at 1-855-872-2887. GAP reserves the right to cancel this Agreement on fifteen (15) calendar days' notice in the event you rescind such authorization. If you provide an email address to GAP, you authorize GAP to send you notifications regarding your account, special offers, or other communication regarding your energy supply. You have the right to opt out of email communication at any time by notifying us by phone or email.

13. Dispute Resolution: Contact GAP at 855-872-2887, by email at Service@GreatAmericanPower.com, or by mail at PO Box 1627, Kennesaw, GA 30156 with any questions concerning our terms of service. You may call the Illinois Commerce Commission at 1-800-524-0795 if you are not satisfied after discussing your terms with GAP.

14. Assignment: We may assign this agreement in whole or in part to a supplier affiliate of GAP or any other supplier that is licensed and authorized to provide service by the Illinois Commerce Commission.

15. Force Majeure: Certain events outside our control may cause interruptions in electricity supply services. If a Force Majeure event prevents us from supplying electricity, we are not liable for damages associated with this inability to perform. "Force Majeure" events may include nonperformance by the EDC, acts of terrorism, natural disasters, vandalism, work stoppages, riots, and other events outside the control of GAP.

16. Limited Time Offer/Eligibility: The offers made available are intended for customers being served by the EDC as residential customers with a billing demand that is less than 25 kilowatts. We reserve the right to rescind

our offer if we find your billing demand exceeds these limitations in any of the previous 12-months or to cancel your service if your billing demand exceeds these limitations while GAP is providing service for you. This Price and any Special Terms are only valid for the Contract Term of this Agreement, beginning at the enrollment Start Date indicated by your EDC, and is intended for Residential customers only. If there is a break in service for any reason, GAP will not be obligated extend this agreement to accommodate the break in service, nor will it be obligated to continue providing the Price or any Special Terms beyond the original expiration date of this Agreement.

17. Special Terms: We may provide rewards, rebates, or other incentives based on your meeting specific criteria that will be defined as Special Terms in your Contract Summary, or which will be identified in an alternate notice or message ("Special Terms Notice"). Upon your meeting the conditions specified in the Special Terms, or Special Terms Notice, we will process and provide to you the reward, rebate, or incentive within the timeframe specified either in the Special Terms section of your Contract Summary, or in the Special Terms Notice. If you are eligible to participate in our Shopping and Dining Rewards Program, you will be able to accumulate points only so long as your service is uninterrupted with GAP. If there is an interruption of service, any unused points will be forfeited at that time.

We may also provide discounts to active US military and reserve personnel, honorably discharged veterans, and surviving spouses. You must provide adequate and acceptable proof of eligibility including but not limited to military ID or discharge documentation. GAP may request this proof of eligibility from time to time while you are GAP's customer. Failure to provide adequate proof of eligibility at any time will result in the loss of this discount. The military discount is only available for a single primary residence and is not available for commercial accounts. The military discount is only available for eligible customers on certain offers and cannot be combined with any other discount or promotion.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. If you are participating in our *Great American Green Program*, you will not have electricity from a specific generation facility delivered directly to your service address, but GAP ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. GAP does so by purchasing and retiring "renewable energy certificates" ("RECs") representing the environmental attributes associated with the applicable amount of renewable energy generation from the area specified for your product. GAP may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for your product. Your price includes the cost for us to purchase RECs. For your reference, our prices include generation and transmission charges, but they do not include any tax, utility distribution charges or other utility fee or charge. Our prices are not regulated by The Illinois Commerce Commission.

18. Limits on Warranties and Damages: The electricity supplied by GAP under this Agreement will be purchased from a variety of sources. GAP makes no representations or warranties other than those expressly set forth in this Agreement, GAP expressly disclaims any warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose. GAP will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages. Our liability to you will be the maximum of one month of supplier charges during the preceding 12 months.

19. Governmental Actions: If action is taken by federal or state governmental authorities which significantly changes the way GAP does business with you, GAP may change its price to you. If possible, GAP will send you advance notice either in your bill or in a separate mailing 45 days prior to the effective date of the price changes.