

# Tomorrow Energy Corp

Illinois RESIDENTIAL & SMALL COMMERCIAL

## ELECTRIC SALES AGREEMENT AND TERMS OF SERVICE

The following is your Terms of Service and, coupled with your authorization, either through online enrollment, signed agreement, or a recorded call verification process, reflects the agreement (“Agreement”) between Customer and Tomorrow Energy Corp (“Tomorrow Energy”) for the purchase of electricity supply service. The words “we,” “us,” and “our” refer to Tomorrow Energy, and the words “you” and “your” refer to the Customer. Retain this Agreement for your records.

Tomorrow Energy is licensed as an Alternative Retail Electric Supplier (“ARES”) with the Illinois Commerce Commission (“ICC”) in the State of Illinois. Tomorrow Energy will supply electricity for your service location enrolled under this Agreement.

Tomorrow Energy agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company (“EDC”), Commonwealth Edison (“ComEd”). Tomorrow Energy is an independent seller of electric power and energy service certified by the Illinois Commerce Commission, and is not representing, endorsed by, or acting on behalf, of a utility or utility program, a consumer group or consumer program, or a governmental body or program of governmental body. Tomorrow Energy is not the same entity as your electric delivery company. You are not required to enroll with Tomorrow Energy. On the effective date determined by your utility, the electric supply price to compare is as reflected in the Uniform Disclosure Statement and your Welcome Letter. The electric utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from the Utility confirming a switch of your electricity supplier. The electric utility electric supply price will expire on the date described in your Welcome Letter. The utility electric supply price to compare does not include the purchased electricity adjustment factor that may range between +.5 cents and -.5 cents per kilowatt hour. For more information go to the Illinois Commerce Commission’s free website at [www.pluginillinois.org](http://www.pluginillinois.org).

For Energy Assistance such as Low-Income Home Energy Assistance Program (“LIHEAP”), call (877) 411-9276. In Cook County, dial 311 or (312) 795-8800 to reach the Community & Economic Development Association (“CEDA”), or please call ComEd at (800) 334-7661.

**Switching Fee:** There is no fee for switching to Tomorrow Energy

**Deposit:** No deposit required

**Savings:** No savings guaranteed

**Service Term:** Your service under this Agreement is provided under fixed rate product. Should you cancel your service before the end of a term plan, you will not be subject to an early termination fee. If you are a new Customer, your selected product will become effective on the day your service begins with Tomorrow Energy, which coincides with the date your meter is read by the EDC. Because this date is determined by your EDC, Tomorrow Energy is not able to commit to a specific date for the commencement of service. If you are currently a Tomorrow Energy Customer and are switching to another Tomorrow Energy product, your selected product will become effective within 24 hours of the request to switch to the new plan

**Contract Renewal:** This Agreement will automatically renew to a new one-year fixed contract, at a price to be set by Tomorrow Energy, in its sole discretion. A contract expiration notice explaining your renewal options will be sent to you at least forty-five (45) days but no more than sixty (60) days prior to the end of your term

**Pricing & Payment:** Each payment period you will receive a single bill from your EDC that includes Tomorrow Energy generation supply charges as well as the EDC's delivery charges. Your term and contract rate will be disclosed to you at the time of enrollment in your Welcome Letter, as well as in the terms of your contract. The price will include Electricity Supply Charges and Transmission Charges but does not include any fixed charges specified in your plan, Distribution Charges from your local EDC, applicable Illinois sales tax, or any local tax. You are responsible for all taxes (whether passed through to you on your EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. Tomorrow Energy reserves the right to cancel this contract if Tomorrow Energy's acquisition costs increases more than 10% over a one month period from the average cost to Tomorrow Energy in a calendar month (a "Material Adverse Change"). Tomorrow Energy will comply with all applicable rules for notice in advance of any change. If you do not agree with the proposed revised rate, you may cancel your term price Agreement without penalty.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this Agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**Access to Customer Information:** Customer acknowledges that Customer billing and payment information will be provided to Tomorrow Energy from your EDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment

arrangement preference. Customer further understands that the EDC is required by the ICC to communicate with Customer following a notice of change of ARES to confirm the change was authorized. Except in the case of credit or collections requirements, we will not disclose your information to any third party without your prior written authorization. You may request up to twenty-four (24) months of your historical payment data at no charge. Tomorrow Energy is prohibited from disclosing your social security number and/or account number(s) without your consent except for Tomorrow Energy's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a contract to another ARES provider.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving any element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the EDC regarding any billing dispute and should contact Tomorrow Energy in writing 3151 Briarpark Drive, Suite 100 Houston, TX 77042 or by telephone at (888) 682-8082 for any terms of service dispute. If after discussing your problem with Tomorrow Energy or the EDC you remain dissatisfied, you may file an informal complaint with the ICC by telephoning (800) 524-0795 or by writing to the following address: ICC, 527 East Capitol Ave., Springfield, IL, 62701.

**Tomorrow Energy Promotions:** All promotions associated with Tomorrow Energy enrollment rate plans are subject to the terms and conditions listed in the Customer's Welcome Letter.

**Right of Rescission:** You have the right to rescind your enrollment and this Agreement with no penalty within ten (10) calendar days after the EDC's processes your enrollment; the EDC will provide you with the date. You can rescind this Agreement by calling Tomorrow Energy at (888) 682-8082 or ComEd at (800) 334-7661.

**Cancellation:** You agree to remain a Customer of Tomorrow Energy until your term expires. There is no early termination fee if you choose to leave Tomorrow Energy's service. When you cancel services, you agree to pay for the services provided by Tomorrow Energy through the date you are switched to another ARES or returned to the EDC for service. You are responsible for all charges incurred through the date of cancellation and for any collection fees incurred by Tomorrow Energy.

If you fail to pay your EDC charges, you are subject to disconnection of service pursuant to their tariff. Tomorrow Energy reserves the right to cancel this Agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Tomorrow Energy Services; or (iii) if the EDC removes you from their consolidated billing program and requires that Tomorrow Energy bill you separately for your electricity supply. We will notify both you and your EDC of the cancellation of this Agreement at least fourteen (14) days prior to the effective date of cancellation.

Tomorrow Energy may amend the terms of this Agreement by providing notice to Customer of such amendment at least forty-five (45) days prior to the effective date thereof. Customer may cancel this Agreement at any time without penalty. If you choose to return to the EDC default service, you may or may not be served under the same rates, terms, and conditions under which other customers of the utility are served. Your EDC may charge a switching fee to switch back to default service.

**Governing Law:** This Agreement shall be governed by and construed and performed in accordance with the laws of Illinois and venue shall be in Sangamon County, Illinois. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

**Assignment:** You may not assign this Agreement, in whole or in part, without the prior written consent of Tomorrow Energy. Tomorrow Energy may, without your consent, (a) pledge or encumber this Agreement or the accounts, revenues or proceeds hereof; (b) transfer or assign this Agreement to an affiliate of Tomorrow Energy or any person or entity succeeding to all or substantially all the assets of Tomorrow Energy; or any other person, so long as the forgoing is an ICC-certified ARES. In the case of (b), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Provided, Tomorrow Energy shall provide written notice to Customer of any assignment to another ARES prior to issuance of Customer's next bill following the assignment. Upon any such assignment, Customer agrees that Tomorrow Energy shall have no further obligations hereunder.

**Limitations of Liability:** Liabilities not excused by force majeure or otherwise shall be limited to direct actual damages. Except as specifically otherwise set forth herein, neither party will be liable to the other for consequential incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived. These limitations apply without regard to the cause of any liability or damage, including the negligence of Tomorrow Energy. There are no third-party beneficiaries to this Agreement.

**Severability:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**Eligibility:** Tomorrow Energy does not deny electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Tomorrow Energy does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**No Warranties:** Unless expressly set forth in this Agreement, Tomorrow Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Tomorrow

Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose. No partial performance, delay or failure on the part of Tomorrow Energy in exercising any rights under this Agreement shall constitute a waiver of such rights or of any other rights hereunder.

**Force Majeure:** The term “Force Majeure” shall mean any cause not reasonably within the control of the Party suspending performance and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. Provided, in no case shall force majeure excuse the obligation to pay money due when owed. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**Entire Agreement:** This Agreement and Contract Summary sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**Acceptance:** This Agreement shall not become effective until accepted by Tomorrow Energy.

**Contact Information:** For questions concerning your rate, service initiation, or service cancellation, please contact Tomorrow Energy.

<p><b>Tomorrow Energy Corp</b> <b>Internet Address:</b> <a href="http://www.TomorrowEnergy.com">www.TomorrowEnergy.com</a></p> <p><b>Address:</b> 3151 Briarpark Drive, Suite 100 Houston, Texas 77042</p> <p><b>Customer Service:</b> Phone: (888) 682-8082 Fax: (800) 256-6181</p> <p><b>Operating Hours:</b> Monday – Friday 7:00 AM – 4:00 PM CST</p>	<p><b>Illinois Commerce Commission (ICC)</b></p> <p><b>Address:</b> 527 East Capitol Ave. Springfield, IL 62701</p> <p><b>Phone Number:</b> (800) 524-0795</p> <p><b>Operating Hours:</b> Monday – Friday 7:30 AM – 4:00 PM CST</p>
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In the event of a power outage, please contact your Electric Distribution Company.

<b>ComEd</b>	
<b>Customer Service:</b> 1-800-334-7661	<b>Emergency Outage:</b> 1-800-334-7661