

## Santanna Natural Gas Corporation d/b/a Santanna Energy Services 7000 N Mopac Expwy, STE 200, Austin, TX 78731, www.santannaenergyservices.com800-764-4427: Open weekdays 7:00 a.m. - 6:00 p.m. CST

## Illinois Electric Choice Sales Agreement – Terms and Conditions

**Background:** Santanna Natural Gas Corporation d/b/a Santanna Energy Services ("Santanna") is licensed by the Illinois Commerce Commission ("ICC") as an Alternative Retail Electric Supplier ("ARES"). 7000 N MoPac Expwy, Suite 200 Austin, TX 78731 A summary document entitled "The Uniform Disclosure Statement" (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.

**Price:** Fixed at a rate of **\$0.1211 per kWh**. The rate for this initial term includes transmission charges but does not include passthrough charges for ComEd service (delivery charges and other Utility service fees), a monthly subscription fee, or state and local taxes. You are responsible for the payment of these charges on your ComEd utility bill. If pass-through charges from the Utility increase, if new charges are approved by a governmental agency, or if existing tariff charges are administered differently, causing charges from the Utility to increase, your price will change accordingly. Some Santanna products may contain a fixed fee that applies to your bill each month and does not change with your consumption of electricity. You may see this referred to as an administrative fee, administration fee, participation fee, or subscription fee.

**Subscription Fee:** \$0.00

Your total price in cents per/kWh with other periodic charges using sample monthly usage levels of 500; 1,000; and 1,500 kWhs are:

500 kWh	1,000 kWh	1,500 kWh
12.11 Cents	12.11 Cents	12.11 Cents

Initial Term & Automatic Contract Renewal: Your Initial Term is 12 months. This agreement begins with your next available Utility meter read and your being accepted into the Electric Choice Program. Santanna is not responsible for occasional delays in the enrollment process under this agreement. After your Initial Term, your agreement will automatically renew to a fixed price plus contract, unless you decide to cancel. The subscription fee may change after your initial term. The renewal is automatic and does not require action from you although there may be a change to the price or terms and conditions in the agreement. You will also receive advanced notice of this renewal offer no less than thirty (30) days prior to the end of the initial term for your consideration.

Early Termination: You may terminate this Agreement at any time without any fees or penalties.

**Rescission Period:** You may rescind this Agreement and your pending enrollment within 10 calendar days after the electric Utility processes the enrollment request. If the 10<sup>th</sup> calendar day falls on non-business day, the rescission period will be extended through the next business day. Residential customers may rescind the contract and the pending enrollment by contacting either Santanna at **800-764-4427**, or ComEd at **800-334-7661**.

**Service:** Santanna is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. Santanna is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body. ComEd 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 ComEd confirming a switch of

your electricity supplier to Santanna. As an ARES supplier, Santanna will supply electricity generation services to you as required by your Electricity Distribution Utility (ComEd) based on your usage. Switching to an ARES provider will not impact your electricity service reliability. Santanna Energy Services is not the same entity as your electric delivery company. You are not required to enroll with Santanna Energy Services.

Questions, Complaints and Concerns: If you have any questions or concerns you may contact Santanna's Customer Service Department by phone weekdays from 7:00 a.m. - 6:00 p.m. CST, and Closed on Saturdays at 800-764-4427, by fax at: 877-887-5099, in writing to:7000 N Mopac Expwy STE 200 Austin, TX 78731, or via our web site at: www.santannaenergyservices.com. For any questions regarding your bill, electricity or metering, you may contact ComEd at 800-334-7661. If you are not satisfied with the response, or to obtain education materials contact the Illinois Commerce Commission (ICC) Consumer Services Division at: 1-800-524-0795 or at: <a href="http://www.icc.illinois.gov/">http://www.icc.illinois.gov/</a>. You may also contact the Illinois Attorney General's Office at: 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

Renewable Energy: If you are enrolling in one of Santanna's clean, green, renewable or environmental plans that may be marketed under various brand names, such as "Earth Friendly" or "Renewable Energy", Santanna will either purchase electricity sourced from renewable resources or Renewable Energy Credits ("RECs") from renewable generation facilities located in the United States sufficient to cover the amount of electricity needed to serve you for the length of your contract. Electricity is the product of a mix of generation energy sources, that is delivered over a system of wires. So, it is not yet possible to deliver electricity from a specific generation facility directly to your home or business. However, purchasing this product enables you to directly support the continued use and development of renewable electricity, sustainable fuel sources, reducing carbon emissions and/or providing other local and global environmental benefits in the region where the renewable electricity generator is located. Santanna may take several months after the end of a calendar year to purchase and/or retire the RECs needed to fulfill your product.

Eligibility: This agreement is contingent upon the provision of complete and accurate information to Santanna by you, acceptance by Santanna, and successful enrollment by ComEd. By entering this Agreement, you represent and agree that the account(s) served by Santanna under this Agreement are residential and/or small commercial accounts in the ComEd service territory, and that the account information below is complete and accurate. You confirm that you are the customer of record for this electricity account, and that you are authorized to make the supplier change for the account information shown below. Santanna reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that do not meet the preceding criteria. Participation in the program is subject to the rules of ComEd. Occasionally customers are terminated from the program either in error or for being in arrears; you may contact ComEd to correct the problem and be reinstated in the program. Santanna's residential and small commercial customer products are not offered to large volume customers. Customers who have annual historical usage of greater than 30,000 kWh are ineligible for these products. Santanna reserves the unlimited right to terminate any customer contract at any time if Santanna discovers a customer's historical usage exceeds the amounts stated above. Santanna may offer a Rewards program as part of this offer. To participate in Rewards, you must provide a valid email address and have internet access.

**Billing:** For your convenience, you will continue to receive one monthly bill from ComEd including Santanna's charges for Generation and Generation Related Services for the volume of electricity consumed during the billing cycle. The electricity consumption will continue to be measured or estimated by ComEd. You are required to pay your bill in full and on time in accordance with ComEd's billing and payment terms. Failure to pay your electric bill charges on time could result in interest and late fees imposed by ComEd, and your service being disconnected in accordance with tariff guidelines. If you have billing questions you may call Santanna's toll free customer service number at 800-764-4427 or ComEd Customer Service at 800-334-7661. Santanna retains the right to terminate this agreement with 14 days written notice for customer non-payment.

**Moving/Termination:** This Agreement will automatically terminate without penalty if you: (i) relocate outside of ComEd service territory; (ii) move to a service location that is not served by ComEd; or (iii) relocate inside

the Utility's service territory and the Utility does not have contract portability. If you relocate within the Utility's service territory and do not exercise your right to cancel, this Agreement may continue for service at your new location.

**Environmental Disclosure:** Environmental disclosure information may be found on Santanna's website at: http://www.santannaenergyservices.com/knowledge-center/environmental-disclosures/.

**Agency:** You hereby authorize Santanna to obtain information from ComEd that includes, but is not limited to: copies of a period of your invoices issued by the utility, utility account information, transcripts, usage history and payment history, billing history, historical and future electricity usage, meter readings, and characteristics of electricity services. Santanna reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Santanna will not disclose social security numbers and/or account number(s) without your affirmative written consent other than for uses of Santanna's own collections and credit reporting or assigning a customer contract to another ARES.

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Santanna (called Force Majeure events) may result in interruptions in service and affect the price of supplying electricity. Santanna will not be liable for the results of any such interruptions or price changes caused by Force Majeure events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Santanna's control. Santanna shall in no event be held liable for any special, punitive, direct, incidental or consequential damages as result of non-performance under this Agreement.

Dispute Resolution: Any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be resolved informally amongst the customer and Santanna. If informal resolution is unsuccessful and the dispute requires escalation, the customer shall be limited to review and relief offered by the Illinois Commerce Commission (ICC) customer complaint process. The customer acknowledges that an independent third-party broker may have been involved in the solicitation, enrollment, or customer care of this contract. If so, the customer MUST include that broker in any ICC complaint relating to this agreement. THE CUSTOMER AGREES THAT THEY MUST COMPLETELY EXHAUST ALL ADMINISTRATIVE PROCEDURES AND REMEDIES AVAILABLE TO THEM WITH THE ICC BEFORE SEEKING RELIEF FROM A COURT OF COMPETENT JURISDICTION. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT. THE CUSTOMER EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. THE CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE IN ARBITRATION OR ANY OTHER FORUM OR VENUE. This Agreement will be governed by the laws of Illinois without regard to the application of its conflicts of law principles. Should a customer exhaust all informal and administrative remedies in good faith, the customer may then seek to file suit, via bench trial, in a judicial court of competent jurisdiction located in Travis County, Texas. Customer agrees to this stated location, jurisdiction, forum, and venue and expressly waives any challenges to that.

I have read and agree to the terms and conditions of the Illinois Electric Choice Sales Agreement and acknowledge receipt of a copy of this Agreement. By signing this Agreement, I authorize the change of my electricity service supplier from my current supplier to Santanna, in accordance with the Terms and Conditions, which I am accepting as part of my enrollment with Santanna. This agreement is with Santanna, an Alternative Retail Electric Supplier, **NOT** the Electric Distribution Utility. It is binding upon and it benefits the parties hereto and their respective successors and assigns. Santanna reserves the right to assign this agreement upon written notification. Upon acceptance of this offer from Santanna you acknowledge agreement to these terms and conditions.

Authorized Signature:	 Date:	//
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Your enrollment is subject to approval by Santanna Energy Services.

## **UNIFORM DISCOLSURE STATEMENT**

Name: Santanna Natural Gas Corporation DBA Santanna Energy Services Business Address: 7000 N. MoPac Expwy, Suite 200, Austin, TX 78731

Internet Address: www.santannaenergyservices.com

Phone and hours of operation: 866-708-4417 Monday- Friday 7:00 a.m. - 6:00 p.m. CST

Rates and Product Information			
Price (in cents/kWh) and number of months this price stays in effect:	12.11 Cents pe	12.11 Cents per kWh for 12 months.	
Utility Electric Supply Price to	Price:	Effective:	Expires:
Compare (PTC) (in cents/kWh):	9.68900 per kWh	10/01/2025	06/01/2026
Santanna Energy Services is not the same en with Santanna Energy Services. Beginning kWh. The electric utility electric supply prompare does not include the purchased e Commerce Commission's free website at website at website.	on 10/01/2025, the price will expire on (lectricity adjustment	electric supply pri 06/01/2026. The u factor. For more i	ce to compare is 9.68900 per itility electric supply price to
Other periodic charges:		\$0.00 monthly subscription fee	
Total Price (in cents/kWh) with other	500 kWh	1,000 kV	,
periodic charges:	12.11 Ce	nts   12.11 C	ents 12.11 Cents
Length of contract:		12 mon	nths
Price after the initial price:	Fixed rate may of	change at time of re	enewal.
Contract Renewal			
Contract Renewal:	renewal letter co	ontaining terms of	will automatically renew. A the automatic renewal will be prior to the end of the Initial ms.
Right to Rescind and Terminate			
Rescission: da	ys after the date on yo	our electric utility's You may call us	ollment within 10 calendar s written notice confirming the at 1-800-827-0064 or your

Termination:	You have the right to terminate an agreement with an alternative retail electric supplier AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES. You may call us at 1-800-827-0067 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.
Services ("Santanna"), an inde seller, Santanna will be your r acting on behalf of, a utility o unless the ARES is, through that are available solely to mer governmental body, unless the solely to mer governmental body.	the seller is Santana Natural Gas Corporation d/b/a Santanna Energy spendent retail electric supplier. If you enter into a contract with the retail electric supplier. The seller is not endorsed by, representing, or or utility program, a consumer group or a consumer group program, ne consumer group, offering services at prices, terms and conditions embers of that organization, or a governmental body or program of a the ARES has entered into a contractual arrangement with the en authorized by the governmental body to make the statements.
Commission's Consumer Services Div	about this sales solicitation, you may contact the Illinois Commerce vision at 800-524-0795. For information about the price to compare s from other retail electric suppliers, please visit PlugIn.Illinois.org.
Date:	Agent Name/ID: