

**UNIFORM DISCLOSURE STATEMENT**

Green Mountain Energy  
P.O. Box 7476, Philadelphia, PA 19101  
[www.greenmountainenergy.com](http://www.greenmountainenergy.com)  
800-274-5289, Mon-Fri 7am-7pm CT

Rates and Product Information			
Price (in cents/kWh) and number of months this price stays in effect:	Price of 7.9¢ per kWh for 3 months.		
	Price	Effective	Expires
	6.552¢/kWh	10/1/2024	5/31/2025
Utility Electric Supply Cost to compare (in cents/kWh):	Green Mountain Energy is not the same entity as your electricity delivery company. You are not required to enroll with Green Mountain Energy. Beginning on 10/1/2024, the utility electricity supply cost rate per kWh is <b>6.552¢/kWh</b> . The Electric Utility electric supply price will expire on 5/31/2025. 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 <a href="http://www.pluginillinois.org">www.pluginillinois.org</a> .		
Other periodic charges:	\$0.000		
Total Price (in cents/kWh) with other periodic charges:	50 kWh	100 kWh	300 kWh
	7.9¢ /kWh	7.9¢ /kWh	7.9¢ /kWh
Length of contract:	3 months.		
Price after the initial price:	Variable. Refer to Contract.		
Contract Renewal			
Contract Renewal:	Contract does not renew automatically.		

## Right to Rescind and Cancel

### Rescission:

You have the right to rescind (stop) your enrollment within 10 business days after the date on your Gas Utility's written notice confirming the switch of your supplier. You may call us at 1-800-274-5289 or your utility at (toll-free number) to rescind.

### Termination:

You have the right to terminate an agreement with an alternative gas supplier **AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES.** You may call us at 1-800-274-5289 to terminate this contract.

This is a sales solicitation and the seller is Green Mountain Energy, an independent retail electric supplier. If you enter into a contract with the seller, Green Mountain Energy will be your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or a consumer group program, unless the ARES is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body, unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

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](http://PlugInIllinois.org).

Date: \_\_\_\_\_ Agent ID: \_\_\_\_\_

GME-IL-ELVAR-UDS-20230314

## TERMS OF SERVICE FOR ELECTRICITY SUPPLY

### Important Information

<b>Length of Your Commitment</b>	<b>Month-to-month.</b> We will begin providing service to you after your utility processes our request to switch your service. Our service will continue until either of us cancels the contract		
<b>Product Name</b>	SolarSPARC 10 Try 3 electricity		
<b>Price for Your Electricity</b>	<p><b>You'll receive a variable supply price of 7.9¢ per kWh.</b> We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our prices include generation and transmission charges, but they do not include any utility distribution charges or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates, as well as the above-listed factors. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price. For a one-year price history of our variable pricing, please call us at the number listed below or visit <a href="http://greenmountainenergy.com">greenmountainenergy.com</a>, and for your current monthly variable price, please call.</p>		
<b>Applicable Fees</b>	<b>None.</b> Note: Cancellation may take 1-2 billing cycles depending on your utility's timeframe for processing the request.		
<b>Your Right to Rescind</b>	<b>You may rescind this contract before we submit the enrollment request to your utility by contacting us. You may also rescind within 10 calendar days after the utility processes the enrollment request by contacting us, or ComEd at 800-334-7661 or Ameren at 800-755-5000.</b>		
<b>Your Right to Cancel</b>	<b>Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.</b> The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.		
<b>Statement Regarding Savings</b>	Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate.		
<b>About Your Service</b>	Green Mountain Energy Company is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. The seller is not representing, endorsed by, or acting on behalf of, a utility or utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body. Your electric utility remains responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.		
<b>Important Phone Numbers</b>	Green Mountain Energy	All Customers	800-274-5289
	Com Ed	Residential	800-334-7661
		Business	877-426-6331
	Ameren	Residential	800-755-5000
		Business	800-232-2477
	Illinois Commerce Commission	Consumer Services Division	800-524-0795

### Additional Contract Terms

**\*This contract does not permit class actions or a jury trial. See the Dispute Resolution, Arbitration and Waiver of Jury Trial section below for more details.**

**Preamble:** This document is a contract between us, Green Mountain Energy Company, and you that allows us to switch your electricity account(s) to our service. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services. Your utility (and not us) will also continue to respond to any service calls and emergencies and switching to us will not impact your electric service reliability.

**Contract Details:** Our full, legal name is Green Mountain Energy Company. This contract is for the sale and purchase of all of your

electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). Your utility is responsible for the delivery of electricity to you, and we are not. This contract, the Letter of Agency, and the Reward Terms contained in the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. In the case of a Force Majeure event, we will give you fifteen days' written notice of our intent to cancel this contract.

**Your Authorization to Release Your Information:** This contract provides authorization for your utility to release all information regarding your electricity account to us and for us to contact you about our other products and services or share information about your account with any designated rewards partner or with any third-party vendor we use to provide services and rewards to you. We reserve the right to share information with our affiliates, to the extent permitted by law.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include two, separate line items for our service. Under this contract, you agree to pay your utility directly for our service. If there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill or you are waiving any right to dispute the billed amounts to the extent permitted by law.

**Taxes:** Applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Illinois Commerce Commission (ICC) or request information from the ICC regarding your consumer protection rights and/or file a complaint with the Consumer Services Division. The ICC's contact information is listed below.

#### **CONTACT INFORMATION:**

##### **GREEN MOUNTAIN ENERGY COMPANY:**

Internet address: [www.greenmountainenergy.com](http://www.greenmountainenergy.com)  
Mailing address: P.O. Box 7476, Philadelphia, PA 19101  
Email address: [ILCustomerCare@greenmountain.com](mailto:ILCustomerCare@greenmountain.com)  
Telephone number: 1-800-274-5289

**We are licensed by the Illinois Commerce Commission and our license number is DOCKET NO. 12-0477.**

##### **YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.**

Com Ed Residential - 800-334-7661  
Com Ed Business - 877-426-6331

##### **ILLINOIS COMMERCE COMMISSION:**

Internet address: [www.icc.illinois.gov](http://www.icc.illinois.gov)  
Mailing address: Illinois Commerce Commission  
527 East Capitol Ave, Springfield, IL 62701  
Telephone number: 800-524-0795

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates, and you are capable and willing to assume those risks; and (3) you have made your own decision to enter into this contract, after consultation with your own advisors to the extent you deem necessary

**Force Majeure:** We do not guarantee a continuous supply of electricity as certain Force Majeure events outside of our control may cause interruptions in service. In this case, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, cyber attacks on us or vendors we rely on to provide you service, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units, storage facilities or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Severability:** If any provision of this contract are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an amendment of the affected provisions with you, and the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY OR ASSOCIATED LOSS OR DAMAGE FOR SERVICE INTERRUPTIONS. LIABILITIES NOT EXCUSED SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS.

**ARBITRATION AND WAIVER OF JURY TRIAL:** YOU HAVE THE RIGHT TO FILE A COMPLAINT WITH THE ILLINOIS COMMERCE COMMISSION TO ADDRESS ANY CONCERN OR DISPUTE YOU HAVE REGARDING YOUR SERVICE. ANY DISPUTE, CONTROVERSY OR CLAIM WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY THE ICC OR BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE DISTRICT COURT OF ILLINOIS ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

#### **C. Other Information about your Green Mountain Offer**

##### **Product Renewable Content**

**Pollution Free™ electricity:** If you are enrolled on *Pollution Free*, *Pollution Free Efficient*, or *Pollution Free Standard* Offer

Program electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the United States.

**Pollution Free™ Farm to Market electricity:** If you are enrolled on *Pollution Free Farm to Market* electricity, Green Mountain ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located in the same state as your electric service address.

**Pollution Free Gold™ electricity:** If you are enrolled on *Pollution Free Gold* electricity, Green Mountain ensures that electricity equal to at least 5% of your electricity usage is produced by solar power generation facilities, and up to 95% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy.

**SolarSPARC™ electricity:** If you are enrolled on *SolarSPARC 10*, Green Mountain ensures that electricity equal to at least 10% of your electricity usage is produced by solar power generation facilities, and up to 90% of your electricity is produced by wind power generation facilities, located in the United States, for a total of 100% renewable energy. If you are enrolled on *SolarSPARC 100*, Green Mountain ensures that 100% of your electricity usage is produced by solar power generation facilities located in the United States.

- **Solar Development:** For each month of a *SolarSPARC* customer's paid service, Green Mountain will set aside \$2.50 per month for *SolarSPARC 10* customers and \$4.00 per month for *SolarSPARC 100* customers to help accelerate the growth and adoption of solar energy-related technologies in any state, excluding Texas, where Green Mountain offers a *SolarSPARC* product.
- **Annual Credit:** *SolarSPARC* customers will receive a credit based on each 6-month period you are continuously enrolled on *SolarSPARC* payable annually. For each August 31 or February 28 that a customer has been continuously enrolled on the applicable *SolarSPARC* product, the customer will be entitled to receive a credit, with credits accumulating up to the maximum annual bill credit amount. If you are enrolled on *SolarSPARC 100*, the credit amount for each 6 month period is \$11 and the maximum annual credit amount a customer may receive is \$121. If you are enrolled on *SolarSPARC 10*, the credit amount for each 6 month period is \$9 and the maximum annual credit amount a customer may receive is \$99. The credits will be issued annually in March to *SolarSPARC* customers.
- **SolarSPARC terms:** The *SolarSPARC* program terms are subject to change and may be discontinued or modified at any time. We will provide participating customers written notice of any material change or discontinuation. Should Green Mountain discontinue *SolarSPARC*, you will have the option to be transferred to another Green Mountain product of your choice at no charge and receive credit for the amount of the next scheduled annual *SolarSPARC* credit you would have received. Green Mountain's obligations will terminate in

the event that (i) your agreement with Green Mountain for the electric service under the *SolarSPARC* product is cancelled or terminated for any reason, including non-payment by you; or (ii) Green Mountain ceases to be the retail electric supplier for your enrolled premises for any reason. Upon termination of this Agreement, any *SolarSPARC* credits on your account will be refunded to you within 90 days after termination.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Green Mountain ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. Green Mountain does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation from the area specified for your product. Your purchase helps support the development and operation of renewable resources in the areas specified by your product. Green Mountain 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.

#### **NATURAL GAS**

**Carbon Conscious plan:** By enrolling in Carbon Conscious plan, the origin, physical content, and emissions characteristics of the natural gas delivered to your home will not change.

However, Green Mountain ensures that you are offsetting the estimated carbon dioxide (CO<sub>2</sub>) emissions associated with the stated percentage of your natural gas usage by purchasing carbon offsets under one or more third-party carbon offset standards. Under these standards, an offset credit is generated for each ton of carbon dioxide equivalent that is reduced or removed as part of a verified greenhouse gas reduction project.

Offsetting one ton of carbon with a carbon credit means there will be one less ton of carbon dioxide in the global atmosphere than there would have been. Carbon Conscious gas is not intended to address any other environmental impact of natural gas usage, including emissions related to the extraction, storage, or delivery of natural gas.

#### **Green Mountain Energy™ Sun Club™**

The *Green Mountain Energy Sun Club* promotes new sustainability solutions by funding solar arrays, as well as water conservation, waste reduction, and other sustainability projects, for non-profit organizations. As you are now part of the Green Mountain community, Green Mountain will contribute \$0.25 per month to the *Sun Club* on your behalf. For more information, please visit [gmsunclub.com](http://gmsunclub.com).

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