

# Ambit Energy Illinois Service Area

## Sales Agreement and Terms of Service

VERSION DATE: JUNE 6, 2023

This Agreement governs your Service at the account number and street address that you have specified and that Ambit has agreed to serve and supersedes any oral or written statements and all prior and contemporaneous negotiations made in connection with this Agreement or the supply of your Service. You will be bound by all the provisions of the Agreement, as they may be amended from time to time upon advance notice to you. The prices and terms of this Agreement are subject to change as provided below. This Agreement is subject to the eligibility requirements of your Utility and Ambit may choose not to accept this Agreement for any reason. In addition, Ambit has the right to refuse or terminate Service, and recover costs, if any, if your usage exceeds: (i) for electricity, a maximum registered peak load equal to or greater than 25 kW within the last twelve (12) months, or (ii) for natural gas, usage

exceeds 10,000 ccfs per month or 90,000 ccfs per year, or the equivalent therms (the "Usage Thresholds"). If your consumption of Service is materially different than your historical usage ("Change in Usage"), Ambit reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

Ambit often uses independent brokers to sell its energy products. Please review the Agreement carefully. If there are any discrepancies with the product features you were sold and the terms and conditions of such products, please call our customer care center as detailed in the Contact Information section. You understand that you are not required to switch your Service to Ambit. If you are enrolled in any Utility or government programs, enrolling with Ambit may be prohibited or may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Ambit. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement.

### CONTACT INFORMATION:

Please use the following information to contact Ambit with any questions about this Agreement or Ambit charges on your invoice, to provide all notices under this Agreement, or to resolve any disputes regarding this Agreement.

### AMBIT ENERGY

www.ambitenergy.com  
P.O. Box 864589  
Plano, TX 75086

Customer Care (877) 282-6248  
Fax (877) 805-5606  
Email Address ILCustomerCare@ambitenergy.com

### OPERATING HOURS:

Monday – Sunday 7:00 a.m. – 10:00 p.m. CT

### UTILITY

For emergencies relating to your services, such as a power outage or gas leak, or for information about universal service programs, please call your Utility at the following number:

Ameren Illinois	(800) 755-5000
ComEd	(800) 334-7661
Nicor Gas	(888) 642-6748
North Shore Gas	(866) 556-6005
Peoples Gas	(866) 556-6002

You can also call your local emergency personnel at 911 if the emergency warrants.

For non-emergency matters, including bill payment assistance and weatherization service, please call your Utility at the following number:

Ameren Illinois	(800) 755-5000
ComEd	(800) 334-7661
Nicor Gas	(888) 642-6748
North Shore Gas	(866) 556-6004
Peoples Gas	(866) 556-6001

### ILLINOIS COMMERCE COMMISSION

527 E Capital Avenue  
Springfield, IL 62701

(800) 524-0795 or TTY (800) 858-9277  
www.pluginillinois.org

**BILLING AND PAYMENT:** Except as otherwise provided in this Agreement or as required by law, all taxes of any kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. The Service under this Agreement will be measured at the delivery point by your Utility providing the delivery service in accordance with the terms of the applicable tariff.

Depending on your Utility's billing practices, your Rate during the billing cycle may be applied pro rata resulting in a blended rate of the previous month's and the current month's Rate. If your Service charges are based on estimated usage, Ambit has the right to bill you on actual usage when such information is made available and you have the obligation to pay Ambit for such actual usage amounts.

You will receive a single bill from your Utility that will contain your Utility's charges and Ambit's charges. The Utility will set your payment due date and the payment address. Any undisputed portion of a bill not paid in full by its due date will incur the maximum late payment fee pursuant to law that will be applied in accordance with the Utility's or Ambit's billing and payment policies and procedures.

Ambit reserves the right to change billing methods. If Ambit changes its billing methods, Ambit will send you advance written notice in your bills or in a separate mailing thirty (30) days before the effective date of any such change. If Ambit bills you for Service, any bill not paid in full by its due date will incur a late payment fee in accordance with Ambit's billing and payment policies and procedures. **IF YOU FAIL TO PROMPTLY PAY UNDER THIS AGREEMENT AND AMBIT INCURS ADDITIONAL FEES AND CHARGES, INCLUDING REASONABLE ATTORNEY FEES AND COURT COSTS, IN CONNECTION WITH THE COLLECTION OF PAST-DUE CHARGES, YOU WILL BE LIABLE FOR ALL SUCH FEES AND COSTS.** Ambit shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and Ambit shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Ambit. If you have provided Ambit, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. You will be billed and pay Ambit for the Services based on meter readings

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and consumption information that Ambit receives from your Utility. You are responsible for paying and reimbursing Ambit for all applicable fees. Ambit does not offer budget billing.

If you are tax exempt, you must furnish Ambit an exemption certificate before your Service commences.

### TERMINATION

**CUSTOMER-INITIATED TERMINATION:** To terminate this Agreement you must: (i) notify Ambit as detailed in the Contact Information section; (ii) select another supplier, OR (iii) notify the Utility that you would like to return to default service from the Utility. To terminate Service, you do not need to contact both Ambit and your Utility, you may contact one or the other. During the Initial Term or any subsequent Renewal Term of this Agreement, if you contact Ambit to terminate, Ambit will promptly notify the Utility, and the termination will then be effective on a date set by your Utility; however, Ambit is not responsible for any delays in the termination process that are caused by acts or omissions of the Utility. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, until such effective date of termination.

**COMPANY-INITIATED TERMINATION:** Ambit may terminate this Agreement at any time by providing you notice as required by law. Ambit may terminate this Agreement for any non-payment (with an opportunity to cure) or other breach of this Agreement upon mailing, at least 30 days prior, written notice to you of such termination. If you fail to cure within the 30-day notice period, Ambit may terminate the Agreement even if you subsequently cure the non-payment or breach after such period has expired. Ambit also may terminate this Agreement due to a Change in Law that results in an increased cost to Ambit, or Ambit is prevented, prohibited, or frustrated from carrying out its intent under this Agreement. Ambit may terminate this Agreement as a result of any act beyond Ambit's reasonable control, if Ambit is no longer able to serve you, if there is a Change in Usage or your usage exceeds the Usage Thresholds, or if you provide false, inaccurate or misleading information to Ambit or to the Utility.

For Small Commercial customers only, if it is determined that your usage is greater than the Usage Thresholds, at Ambit's sole discretion it may require you to sign a new and different form of agreement before accepting you as a customer or continuing to provide Service.

Upon termination of this Agreement either by you or Ambit, you will return to receiving default service from the Utility until you designate another supplier or service is shut off by the Utility. The effective date of any termination will be on a date set by your Utility after expiration of the required notice period. Upon any termination, you will remain responsible for all payments and obligations under this Agreement, including any applicable early termination fee, until such effective date of termination. A Utility cannot terminate or interrupt the delivery of Service to you because of any dispute between Ambit and you, but a Utility may terminate such service for nonpayment of Utility charges in accordance with applicable law. Only the Utility may shut off your electric power or natural gas supply.

**AUTHORIZATIONS:** You hereby designate Ambit as your agent for the purpose of arranging, contracting for, and administering transmission and transportation services (including those provided by your Utility) for the delivery of Service. Your Utility will continue to deliver the Service to you. Your Utility will also respond to emergencies and provide other traditional utility services. Switching to Ambit will not impact your Service reliability.

If you have chosen natural gas Service, you hereby designate Ambit as your agent to: (i) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your natural gas (including capacity release, re-release, and recall arrangements); (ii) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points to your Utility's city gate station ("Delivery Points"), and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (iii) aggregate your natural gas with the natural gas supplies of Ambit's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Ambit will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Ambit receives from your Utility. Ambit, as your agent, will arrange for the transportation of natural gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. You understand that Ambit's ability to provide Service is subject to Ambit meeting the Utility's requirements for operating in its territory, such as meeting any applicable pooling requirements. If Ambit does not meet the Utility's pooling requirement, Ambit will: (i) hold your enrollment until it meets the Utility's pooling requirement; or (ii) notify you that is unable to provide you with service, resulting in the termination of this Agreement.

You authorize Ambit to obtain your customer information from your Utility, including account contact information, account number, standard offer service type, rate classification, meter number, billing history, payment history, historical and future electricity and/or natural gas usage, meter readings (including, but not limited to, data from advanced meters, if any) and characteristics of your electric and/or natural gas service ("Customer Information").

This Agreement provides authorization for Ambit to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor Ambit uses to provide services and rewards to you. Ambit reserves the right to share your Customer Information with any partner or agent, to the extent permitted by law, that needs to know such information in connection with your Service. To opt out of the release of information to unaffiliated third parties, contact Ambit as provided in the Contact Information section. If you select such services or rewards from a third party, or elect to bundle or purchase a product apart from Ambit's Service, or if a product that is installed in your home by a third party provider, such as a thermostat ("Energy Related Products"), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Ambit will have no liability to you for Energy Related Products.

If you provide us with your email address, you are: (i) consenting, where permitted by applicable law, to receiving documents, notices and other communications from us in electronic form, and (ii) required to provide a correct, working email address and notify Ambit of any change in your email address or any withdrawal of consent for the electronic documents, notices and other communications.

If Ambit bills you and you fail to make payment in a timely fashion, Ambit has the right to use the services of debt collection agencies, consumer reporting agencies, and other remedies allowed by law. If you fail to make timely payment, you authorize Ambit to report the delinquency to one or more credit-reporting agencies.

You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to Ambit or its agents or affiliates, Ambit and its agents or affiliates may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase.

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All authorizations provided in this shall remain in effect as long as this Agreement (including any Renewal Term) is in effect. You may rescind these authorizations at any time by calling, emailing, or providing written notice to Ambit as provided in the Contact Information section. Ambit reserves the right to reject your enrollment or terminate the Agreement if you rescind these authorizations.

**CHANGE IN LAW:** If, during the Initial Term or any Renewal Term, any change in, or enactment of, any rule, regulatory action, order, regulation, operating procedure, policies, tariff, riders, fees, pricing structures, market structures, capacity charges, changes in your load profile, ordinance, statute, or law beyond Ambit's reasonable control ("Change in Law") results in an increased cost to Ambit or Ambit is prevented, prohibited, or frustrated from carrying out its intent under this agreement, Ambit can terminate this Agreement with notice to you as required under applicable law and as described in the Company-Initiated Termination section or adjust the Rate. If Ambit adjusts the Rate and/or other terms, you will be provided an updated Agreement and you will have an opportunity to terminate without any further obligation by notifying Ambit in writing within thirty (30) days after receiving the updated Agreement.

**SEVERABILITY AND NON-WAIVER:** If any portion of this Agreement is declared invalid or unenforceable by final order of a court or any regulatory body having jurisdiction, the remaining portions of this Agreement shall remain in effect and the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

The provision of this Agreement concerning payment, limitation of liability and waivers will survive the termination or expiration of this Agreement.

**TITLE, RISK OF LOSS:** You and Ambit agree that title to, control of, and risk of loss of the Service supplied under this Agreement will transfer from Ambit to you: (i) for electricity, at a point or points on the PJM or MISO system (as applicable) administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Ambit to assure service reliability, or (ii) for natural gas, at a point or points located outside of the State of Illinois selected from time to time by Ambit to assure service reliability (together "Sales Points"). Ambit and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or natural gas service under this Agreement, you agree to pay such tax, as invoiced.

For commercial customers only: (i) as between Ambit and you as a commercial customer, you will be deemed to be in exclusive control of the electricity and/or natural gas and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Ambit incurs that result from having to resell, or its inability to resell, to another party electricity and/or natural gas supplies allocated for you, and (ii) as between Ambit and you, Ambit will be deemed in exclusive control of the electricity and/or natural gas, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity is delivered to the Sales Points;

provided, however, that in no event shall Ambit's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement.

**ASSIGNMENT:** Ambit may sell, assign, subcontract, transfer, pledge, or delegate your account and all or any part of the rights and/or obligations under this Agreement, including your payment obligations and related revenues. Ambit shall provide thirty (30) days' written notice of any such assignment. You may not assign any of your rights or obligations under the Agreement without Ambit's prior written consent.

**NON-RELIANCE:** You acknowledge that: (i) you are not relying on any advice, statements, recommendations or representations of Ambit, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that Ambit's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

### DISPUTE RESOLUTION

**DISPUTE PROCEDURES:** Contact Ambit as indicated in the Contact Information section as with any questions concerning billing or other terms of service. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Ambit, you may contact the ICC's Consumer Services Division at (800) 524-0795; at [www.icc.illinois.gov/complaints/](http://www.icc.illinois.gov/complaints/); or at Illinois Commerce Commission 527 East Capitol Ave Springfield, Illinois 62701.

Regardless of whether you choose to pursue your dispute with the ICC, your right to pursue individual arbitration with Ambit will not be impacted under this Agreement as set forth below.

### DISPUTES ABOUT CREDIT INFORMATION, DEBTS AND PAYMENTS WITH

**CONDITIONS:** ALL COMMUNICATIONS CONCERNING ANY INFORMATION CONTAINED IN A CONSUMER CREDIT REPORT REGARDING AN ACCOUNT OR OTHER RELATIONSHIP WE HAVE WITH YOU MUST BE SENT TO US AT P.O. BOX 864589, PLANO, TX 75086. ANY COMMUNICATIONS CONCERNING DISPUTED DEBTS OR OTHERWISE SENT WITH OR ON A PAYMENT THAT ATTEMPT TO IMPOSE A CONDITION ON AMBIT FOR ACCEPTING THE PAYMENT, INCLUDING BUT NOT LIMITED TO PARTIAL PAYMENTS TENDERED AS FULL SATISFACTION OF A DEBT, MUST BE SENT TO AMBIT AT THE FOLLOWING ADDRESS: P.O. BOX 864589, PLANO, TX 75086. PAYMENTS ARE PROCESSED BY AUTOMATED SYSTEMS IN THE ORDINARY COURSE OF BUSINESS UNLESS SENT TO THE ADDRESS SPECIFIED ABOVE.

You and Ambit both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too.

"Disputes" are any claims or controversies against each other related in any way to, or arising from Ambit's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with Ambit have terminated. Disputes include any claims that: (i) you

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bring against Ambit or any of its employees, agents, affiliates, or other representatives; (ii) you bring against a third party that are based on, relate to, or arise from Ambit's Services, this Agreement or any related agreements; or (iii) that Ambit brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and Ambit, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to Ambit should be addressed to the notice address listed in the Contact Information section. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). If Ambit and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Ambit may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ambit or you shall not be disclosed to the arbitrator.

### ARBITRATION AGREEMENT

**In the unlikely event that Ambit is unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

Ambit and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Agreement or contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Agreement or contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, a state public utility commission. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which Ambit had actual notice from you on the date of the amendment.

**YOU AGREE THAT, BY ENTERING INTO YOUR AGREEMENT, YOU AND AMBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT.** This arbitration agreement shall survive termination of your Agreement.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at (800) 778-7879. The arbitrator is bound by the terms of your

Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AMBIT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL.** Further, unless both you and Ambit agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

### LIMITATION OF LIABILITY; WARRANTY; JURY TRIAL WAIVER; GOVERNING

**LAW; VENUE:** YOU AGREE THAT NEITHER AMBIT NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE UTILITY, NATURAL GAS PIPELINES OR THE RTO-CONTROLLED ELECTRICITY GRID, INCLUDING MAINTENANCE OF ELECTRIC LINES AND SYSTEMS, NATURAL GAS PIPELINE MAINTENANCE, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF SERVICES, METER READINGS, OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICITY AND/OR NATURAL GAS.

AMBIT MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF SERVICE, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

AMBIT WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

NEITHER AMBIT NOR ANY OF ITS AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE POWER OR ENERGY SERVICE ON THE DATE SPECIFIED HEREIN BECAUSE OF ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE UTILITY. IN NO EVENT WILL AMBIT BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE.

AMBIT'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY LAWSUIT BROUGHT TO ENFORCE ANY TERM OR CONDITION OF THIS AGREEMENT SHALL LIE EXCLUSIVELY IN THE STATE OF ILLINOIS, AND (II) THE AGREEMENT SHALL BE CONSTRUED UNDER AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO THE APPLICATION OF ITS CONFLICTS OF LAW PRINCIPLES.

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**WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND AMBIT AGREE THAT: (I) YOU AND AMBIT WAIVE ANY RIGHT TO TRIAL BY JURY, AND (II) NEITHER YOU NOR AMBIT WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND AMBIT AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR AMBIT.**

**FORCE MAJEURE:** Ambit will not be responsible for supplying Services to you in the event of circumstances beyond Ambit's control such as events of force majeure ("Force Majeure Events"). Force Majeure Events include but are not limited to damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the Illinois Commerce Commission, PJM Interconnection, LLC, or Midcontinent Independent System Operator, Inc.), acts of terrorism, sabotage, accidents, strikes, labor troubles, pandemics, maintenance work, inability to access the Utility's system, nonperformance by the Utility, or any other cause beyond Ambit's control. Force Majeure Events also include events of force majeure as defined by your Utility, RTO; or any cause beyond Ambit's reasonable control.

**NET METERING, USAGE CHANGES:** If you have or participate in eligible renewable electrical generating facilities to supply all or part of your electricity usage and such facilities are or will be net metered by your Utility, you must notify Ambit in advance so Ambit can determine your eligibility and properly serve you.

If you use net metering, or if there is a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage, depending on your eligibility and applicable requirements Ambit reserves the right to modify your Rate or terminate this Agreement and recover costs, if any.

**ENVIRONMENTAL DISCLOSURE:** This Agreement incorporates the information provided to you or made available to you at Ambit's website provided in the Contact Information section regarding the approximate generation resource mix and environmental characteristics of electricity supply. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. Any required periodic disclosures will be provided to you by posting at Ambit's website.

**RENEWABLE ENERGY:** If you have elected to purchase a renewable energy plan, subject to market availability it will include a number of Renewable Energy Credits ("RECs") that is approximately equal to the percentage specified in your Enrollment Documentation of the net retail electricity delivered to your contracted account. One REC represents 1,000 kWh or 1 MWh of electricity from an eligible renewable energy generating facility. A REC will include all additional environmental attributes associated with the generation of electricity, and those environmental attributes may, but need not be, verified or certified by the same or different verification authorities or certification authorities. You agree and understand a REC is separate from the retail electricity being delivered but, nonetheless, constitutes value associated with the provision of retail electricity.

**WARRANTIES:** You represent and warrant to that each of the following is true and accurate:

1. You are at least 18 years old and fully authorized to enter into this Agreement.

2. You are the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

3. You are either a residential customer (i.e., a person who receives electric and/or natural gas service under a residential rate classification) or small commercial customer (i.e., a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service or natural gas under a small commercial, small industrial or small business rate classification, and, for electricity, whose maximum registered peak load was less than 25 kW within the last twelve (12) months, or, for natural gas, whose usage is equal to or less than 10,000 ccfs per month or 90,000 ccfs per year, or the equivalent therms);

4. You are duly authorized to transact business in the State of Illinois.

5. The person who made the enrollment authorization is either you or your duly authorized representative who has the power to make valid and binding decisions on your behalf regarding your purchase of electric generation services and natural gas supply service.

6. You have received a copy of the Agreement read it and understand its contents.

7. You have not received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program, Low Income Water Assistance Program, and you are not at the time of enrollment participating in the Percentage of Income Payment Plan.

**MISCELLANEOUS:** Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.