

**Uniform Disclosure Statement**

- a) This Agreement is with Commerce Energy Inc. d/b/a Tara Energy™ (“Tara Energy”).
- b) Tara Energy is an independent seller of power and energy service, certified by the Illinois Commerce Commission, and is not representing or acting on behalf of the electric utility, governmental bodies or consumer groups.
- c) You, the Customer, are between the age of 18 and 75.
- d) Your Utility will remain responsible for the delivery of power and energy to your premise and will continue to respond to any service calls and emergencies. Switching to Tara Energy will not impact your electric service reliability.
- e) The Illinois Commerce Commission can be contacted at 1.800.524.0795 for complaints.
- f) You are entering into an Agreement for the Electricity Fixed Price Program with Tara Energy to supply Electricity (and the percentage of TaraGreen™ I choose) to the Location, at the Price and for the Term you choose. Your Term and Price can be found on your welcome email and/or letter. You will pay the related charges at the time of enrollment. No other charges will be billed by Tara Energy. You will be charged by ComEd for their delivery services.
- g) This agreement does not guarantee financial savings.
- h) At the end of your Term, you may be automatically renewed with new Terms and Conditions. Tara Energy will provide renewal notices as required in advance of your Term End Date in accordance with Illinois governing law.
- i) **If you cause this Agreement to end early, you will be charged a fee ("Exit Fee") of \$50. See “Ending this Agreement Early” and “Exit Fees” in your Terms and Conditions. To request cancellation, you can contact Tara Energy by telephone, mail, e-mail or fax. The Exit Fee will be waived if cancellation is made by directly contacting Tara Energy.**
- j) **You may rescind the contract without paying an Exit Fee:**
- **By contacting Tara Energy before your enrollment is sent to your Utility (usually about 3 business days).**
  - **By contacting Tara Energy (1.888.990.8577) or your Utility (1.800.334.7661) within 10 calendar days of your Utility receiving instructions to enroll you with Tara Energy. You will receive a written notice from the Utility confirming a switch to Tara Energy. This notice will include the last date that you are allowed to rescind this Agreement.**
  - **Tara Energy extends your right to cancel this Agreement without an Exit Fee up to 30 days after the date of your first bill under this Agreement.**
- k) You have received, reviewed, and agree to the attached General Terms and Conditions forming part of this Agreement.

**I acknowledge that I am the Account Holder or legally authorized person to execute an Agreement on behalf of the Account Holder. I understand that by signing this Agreement, I am switching the Electricity supplier for this account to Tara Energy. I understand that Electricity purchased for this account by Tara Energy will be delivered through ComEd’s transmission system. The Account Holder, or the person who signed this Agreement on behalf of the Account Holder, may cancel this Agreement for any reason without exit fees up to 30 days after the date of the first bill through written or verbal notification to Tara Energy.**



## Electricity Fixed Rate Program (Customer Agreement)

P.O. Box 2210, Buffalo, New York 14240-2210

☎ 1.888.990.8577 ☎ 1.888.548.7690 🌐 taraenergy.com ✉ cswest@taraenergy.com

### GENERAL TERMS AND CONDITIONS (RESIDENTIAL, SMALL OR MEDIUM COMMERCIAL CUSTOMERS)

**1. Key Defined Terms.** **Agreement:** Collectively, the Customer Agreement (front page, any enrollment correspondence and/or online registration materials), the Uniform Disclosure Statement, these General Terms and Conditions and any Schedule of Multiple Locations. **Breach:** You will be in Breach if you (i) violate a term of this Agreement or your Utility's tariffs or policies; or (ii) switch to another retail electricity supplier, including the Utility. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you" and "your". **Future Use:** Our reasonable calculation of your anticipated Electricity consumption for the remainder of the Term. **Electricity:** Electricity commodity that we will supply to your Location. **ICC:** Illinois Commerce Commission. **Location:** The electricity account listed on the Customer Agreement relating to your premises for service. **Medium Volume Customer (MVC):** A Customer that uses between 50,000 and 180,000 kWh annually, or is otherwise accepted by Tara Energy to qualify under this Agreement. **Price:** As set out on the Customer Agreement, the Electricity Price and TaraGreen Electricity Price, as applicable. **Small Commercial Customer (SVC):** A Customer that uses less than 50,000 kWh annually, or is otherwise accepted by Tara Energy to qualify under this Agreement. **Tara Energy:** Commerce Energy Inc., d/b/a Tara Energy. Also referred to as "we", "our" or "us". **TaraGreen:** our green energy option for electricity ("TaraGreen Electricity"). **Utility:** Your local distribution utility (Commonwealth Edison Company).

**2. Notice of Appointment of Tara Energy as your Agent.** You give us the exclusive right to act as your agent in making all supply and delivery arrangements with your Utility and others so that we may provide your full Electricity consumption requirements to the Location. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by an agreement for your Location with a electricity supplier other than us; and (b) will not cancel or modify our appointment as your exclusive agent.

**3. Acceptance, Verification.** This Agreement takes effect when we verify your authorization to switch your electricity account to Tara Energy and is conditional upon our acceptance of it. Our acceptance is at our sole discretion and depends, in part, on whether: (a) your Utility accepts our request to enroll you; (b) we can verify your information by recorded phone call (or other means acceptable to us and permitted by Illinois law); (c) you are creditworthy; and (d) you are not already enrolled with us (existing customers can only enter into this Agreement if it is a "re-contract", as may be reflected by a capital letter "R" in the upper right corner of the Customer Agreement, or if it is a renewal contract effective after the End Date of your Initial Term). You consent to the recording of phone calls related to this Agreement.

**4. Term.** The Term of this Agreement begins on the "Start Date" and expires on the "End Date" (if no selection is made, it is deemed the longer of the available options). Start Date: the day we begin supplying Electricity to your Location under this Agreement. If you are a new Customer, it will be between 15 and 120 days from signing. If however, your Location is currently enrolled under an existing agreement with us (and this is a re-contract or renewal), the Start Date is the day following the end of your current agreement. The Start Date may be delayed (for reasons such as the Agreement being

improperly completed, not submitted to Tara Energy, not implemented by the Utility, etc.) at our discretion. End Date: our last day of Electricity supply to your Location under this Agreement (it will be the Term from the Start Date, plus any time needed to obtain a final meter read). A new Term will begin if you choose the Blend & Extend Option or if this Agreement is renewed.

**5. Renewal.** This Agreement may be automatically renewed with new Terms and Conditions. We will provide renewal notices in advance of your Term Expiration Date in accordance with Illinois governing law.

**6. TaraGreen** If you select TaraGreen, we will purchase and retire renewable energy certificates or attributes ("green energy") to ensure that 60% or 100% worth of your electricity usage is produced by renewable sources such as hydro, wind or bio-mass and injected into the electricity grid. You can request a change to the level you select at any time, so long as you are not in breach of this Agreement at the time of the request. We can suspend or discontinue TaraGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Renewable energy certificates that we purchase and retire on your behalf will: (a) be generated in the year you pay for them based on your consumption (plus or minus 12 months); (b) on a reasonable efforts basis, be from Illinois-based projects; however, we may buy them from other North American-based sources at our discretion; and (c) remain our legal property.

**7. Charges (and Credits) under this Agreement.** We will supply you with Electricity and TaraGreen for the Location, as applicable. You agree to pay for the related charges, plus taxes. **7.1 Electricity Charge.** Your Electricity consumption (in kWh) multiplied by your Electricity Price. You understand that at any given time, the Utility's electricity price may be lower or higher than your Electricity Price. **7.2 TaraGreen Electricity Charge.** Your Electricity consumption (in kWh) multiplied by your TaraGreen Electricity Price. **7.3 Utility Charges (Credits).** You will continue to be responsible for any regulated Utility delivery and other charges (or credits) pursuant to your Utility's tariffs on file with the Illinois Commerce Commission. **7.4 Taxes.** You will pay lawful taxes that may apply to the charges.

**8. Billing, Payment.** Your Utility will normally bill you on our behalf, but we have the right to bill you directly, which may be exercised in our sole discretion. You agree to pay all amounts on your bill by the stated due date. If you fail to do so, then your Utility will charge you a late payment fee. We can correct a billing error up to 15 months after the original erroneous bill and you will then receive a forward credit or debit on your bill. **Budget Billing:** You can choose to be billed under the budget billing (level payment) plan administered by your Utility. Contact your Utility for details.

**9. Blend & Extend Option.** You can request this option if, in the future, your Price for Electricity differs from the price we are offering to new customers, for Agreements like yours. To qualify, your Term must be greater than 2 years and your request must be made at least 6 months prior to the End Date. If we accept your request, we will offer you a new blended Price (based on a weighted average of your Price and the future posted price) and a new Term. All terms of this Agreement except for the Price and Term will remain the same. You can request this option no more than once per 2 year period. Contact us for details.

**10. Ending this Agreement Early, Default.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date. **Your Right to Cancel:** You can end this Agreement, without paying an Exit Fee, within 30 days after the date you signed this Agreement. In addition, we extend to you the ability to cancel without penalty for a period 30 days after the date of the first bill for Tara Energy service. You may cancel this Agreement via verbal or written communication to Tara Energy at any time and Exit Fee will not apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Tara Energy as your supplier, an Exit Fee of \$50 will apply. You may cancel without penalty if you move outside the territory of your incumbent Utility or if the incumbent Utility does not permit portability of the Agreement. We reserve the right to request documentation or proof of such a move. If this Agreement has already been processed by your Utility, then it may take between 1-2 additional billing cycles for cancellation to take effect. **Our Right to Cancel:** We can end this Agreement, at no cost to us, if: (a) required/allowed by law; (b) the Utility is unable to service your Location; (c) a legislative or regulatory change materially alters our ability to perform this Agreement; (d) you move; or (e) you fall into "Default". You will be given 15 calendar days' prior notice. You will be in Default if you (i) breach a term of this Agreement or your Utility's rules; or (ii) switch to another electricity supplier, including the Utility.

**11. Exit Fee.** You may cancel this Agreement via verbal or written communication to Tara Energy at any time and no Exit Fee will apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Tara Energy as your supplier, an Exit Fee of \$50 (the "Exit Fee") will apply. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply.

**12. Customer Information, Credit Review.** You authorize us to access, use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to your Utility, our affiliates, business partners and our service providers. You (and signatory, if signatory is noted as your spouse) agree to Tara Energy obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. We will send you a letter by regular mail if we do not accept this Agreement for credit reasons. You may cancel our right to obtain or use your information at any time but, if you do, we have the right to end this Agreement and charge you the Exit Fee. You authorize us to provide information about you to our affiliates, business partners and service providers. We (our affiliates, business partners and service providers) can communicate with you about other products and services offered by us, our affiliates and business partners. You will promptly notify us in advance of any change to your information that is relevant to this Agreement (the Utility may also advise us of any such change) and agree that incorrect Customer information can be corrected.

**13. Limitation of Liability.** Our liability under this Agreement is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility.

**14. Disputes.** Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. If unresolved, you can refer it to the ICC at 1.800.524.0795 or via website [www.icc.illinois.gov](http://www.icc.illinois.gov). Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action.

**15. Amendment, Assignment.** We may amend this Agreement by sending you written notice. Unless required by Governing Law (including, for example, a Utility tariff change or other regulatory order), you will have 30 days to reject the amendment, in writing. We will not amend the Term or Price without your consent. We may assign all or any part of our interest in this Agreement, including to another alternative electricity supplier, without your consent. You cannot assign your rights or obligations without our consent.

**16. Moves.** You will give us 45 days notice before you move or change your Location (each, a "move"). If you move, we may, in our sole discretion: (a) end this Agreement; or (b) apply this Agreement to your new Location provided your new Location (1) is within the State of Illinois; (2) is in a Utility service territory with an electricity choice program; and (3) requires electricity service. If the latter, then: (i) your new location will be a Location bound by this Agreement; (ii) you authorize us to deal with your Utility in this regard; and (iii) if Governing Law requires that you give us additional written authorization at the time of the move, you will have the option of providing it to us.

**17. Inability to Perform.** You accept that certain events beyond our control, including force majeure events declared by our direct or indirect suppliers, may affect our ability to supply Electricity or TaraGreen Electricity at your Price. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect.

**18. Notice.** We will send notices to your billing address (as may be amended from time to time). At our discretion (if, for example, there is a fault with regard to your billing address), we may instead send notices to your service address (as may be amended). When providing us with notice, you must send it to our address listed on the Customer Agreement, in a manner by which you will be able to give proof of delivery upon request. If a change in Governing Law necessitates that a group of customers be given a general notice, we may give it by posting it on our website at [taraenergy.com](http://taraenergy.com).

**19. Governing Law.** The laws of the State of Illinois govern this Agreement.

**20. Miscellaneous.** This Agreement contains the entire agreement between you and Tara Energy concerning the supply of Electricity and TaraGreen Electricity to your Location, as applicable. It can only be amended if agreed to by Tara Energy's head office in a written notice to, or recorded telephone call with, you. Electronic signatures are equivalent to original signatures. The contents of our marketing materials do not form any part of the Agreement, and were not relied on by you. If any part of this Agreement is deemed unenforceable, we can make the minimal changes for it to be legal and enforceable. If this Agreement is not implemented within 15 months of signing, it will be deemed terminated at no cost to either you or us. During the Term, if changes in Governing Law result in certain costs or credits being shifted from your Utility or other similar or regulatory bodies (such as the ICC) to Tara Energy, or vice versa, these costs or credits will be passed through to you at no markup. This Agreement benefits and binds the parties and their respective successors and assigns. No delay by us to exercise our rights will constitute a waiver of such rights.

**21. Emergency.** In an emergency situation relating to your electricity supply, call your Utility. ComEd: **1.800.334.7661**.

**22. Utility Contact Information.** You can reach your Utility at the following number: ComEd: **1.800.334.7661**

Tara Energy



Executive Vice President