Constellation

UNIFORM DISCLOSURE STATEMENT

Name: Constellation NewEnergy – Gas Division, LLC
Business Address: P.O. Box 4911,
Houston, TX 77210-4911
Internet Address: www.constellation.com

Phone and hours of operation: 855-465-1244 Mon-Fri 8.A.M to 6 P.M.

Rates and Product Information			
Price (in cents/therm) and number of months this price stays in effect:	54.90 cents per therm, for 24 Months.		
Utility Gas Supply Cost to compare (in cents/therm):	Price:	Effective:	Expires:
	Nicor Gas – 0.3100 cents	November 01, 2026	December 01, 2026
Constellation NewEnergy – Gas Division, LLC is not the same entity as your gas delivery company. You are not required to enroll with Constellation NewEnergy – Gas Division, LLC. Beginning on November 01, 2026, the utility gas supply cost rate per therm is 0.3100 cents. The utility gas supply cost will expire on December 01, 2026. For more information go to the Illinois Commerce Commission's free website at www.icc.illinois.gov/ags/consumereducation.aspx. Edits made to document.			
Other periodic charges:	None from Constellation		
Total Price (in cents/therm) with other periodic charges:	50 therms	100 therms	300 therms
	54.90 ¢	54.90 ¢	54.90 ¢
Length of contract:	The Primary Term of my agreement shall begin on the date set by my utility after my enrollment during the month of 12/2026 and shall continue for 24 Months. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by my utility after my enrollment and shall continue for 24 Months.		
Price after the initial price:	N/A		
Contract Renewal			
Contract Renewal:	**My Primary Term is expected to end on my 12/2028 meter read and my initial Renewal Term is estimated to begin on the 12/2028 meter read. My actual initial Renewal Term will depend on the actual initial enrollment date. 30 to 60 days prior to the end of the Initial Term or a Renewal Term, Constellation will send me a contract expiration notice and offer to renew for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). I will have 10 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by me without the need for further signature or other affirmative action by me. If I reject the Offer in the**		
Right to Rescind and Terminate			
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 (toll-free number) or your utility at (855) 465-1244 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 (855) 465-1244 to terminate this contract.		

This is a sales solicitation and the seller is Constellation NewEnergy – Gas Division, LLC, an alternative gas supplier. If you enter into a contract with the seller, Constellation NewEnergy – Gas Division, LLC will be your gas supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, unless the AGS 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.

If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795.

Date:
Agent: Web

NATURAL GAS PURCHASE AND SALE TERMS AND CONDITIONS

1. Seller Information. Constellation NewEnergy – Gas Division, LLC ("Constellation), P.O. Box 4911, Houston, TX 77210-4911

2. Charges for Supply Service. Each month I will pay my bill for my natural gas, which will be calculated by multiplying (i) the rate charged per therm of gas a rate of 54.90 cents per therm by (ii) the amount of gas used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by my utility for distribution and other services. This rate may be higher or lower than the utility's rate in any given month. The natural gas I buy from Constellation will be included in my utility monthly bill or in a separate bill from Constellation. Constellation may pass through or allocate, as the case may be, to me any increase in Constellation's costs related to the natural gas and related products and services to be sold to me that results from the implementation of new, or changes (including changes to pipeline tariff rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as increased Pricing or as a separate line item or invoice. Constellation may also terminate this Agreement in the event of any such increase or change. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement**.**

3. Other Periodic Charges. None from Constellation.

4. Term and Renewal. My supply will begin on the day that my utility switches my account to Constellation and will continue for 24 months. This Agreement is subject to the eligibility requirements of my utility, and Constellation may choose not to accept this contract for any reason. I understand that any natural gas provider selection I choose may involve a charge to me for changing my natural gas provider. 30 to 60 days prior to the end of the Initial Term or a Renewal Term, Constellation will send me a contract expiration notice and offer to renew for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). I will have 10 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by me without the need for further signature or other affirmative action by me. If I reject the Offer in the manner directed in the Offer, my Accounts will be returned to Utility service at the end of the current Term.

5. Termination and Rejection: You may terminate this Agreement at any time without incurring an early termination fee. Constellation reserves the right to terminate this Agreement for any non-payment of any amounts owed to Constellation under this Agreement or any other default under this Agreement by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Agreement for the following defaults: you (a) fail to meet or maintain satisfactory credit standing as determined by Constellation; (b) fail to meet minimum or maximum threshold consumption levels as determined by Constellation; (c) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, if applicable; (d) rescind your authorization detailed in the "Information Release" section below; (e) attempt to assign this Agreement without Constellation's consent; or (f) provide any false, inaccurate or misleading information to Constellation or the Utility.

6. Deposits and Prepayments. None required by Constellation.

7. Switching Fees. None charged by Constellation.

8. Savings. Savings are not guaranteed.

9. Rescission Period. Within 10 business days of the date of my notice from my utility of my switch to Constellation, I may rescind this Agreement without penalty by contacting Constellation's Customer Care Center at (855) 465-1244, M-F 8 A.M. to 6 P.M. or sending a letter to Constellation, P.O. Box 4911, Houston, TX 77210-4911, or sending an email to home@Constellation.com. I may also contact my utility.

10. Seller Statement. Constellation is an independent seller of natural gas certified by the Illinois Commerce Commission. Constellation 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.

Constellation.

11. Utility Disclosures. Your utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past. Your utility remains responsible for the delivery of natural gas to my premises and will continue to respond to any service calls and emergencies. You will receive a written notification from your Utility confirming a switch of you gas supplier.

12. Contact Information. I may contact Constellation at 855-465-1244, my Utility NICOR at (888) 642-6748; PEOPLES at (866) 556-6001; or NORTH SHORE at (866) 556-6004; and the Illinois Commerce Commission's Consumer Services Division at 800-524-0795.

13. Uniform Disclosure Statement. 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. Please read this contract and the UDS carefully.

14. Billing, Payment and Credit: If Utility Billing was noted in the Disclosure Statement, you will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Constellation Billing is noted in the Disclosure Statement, you shall pay within twenty (20) days from the invoice date. Payments not received by Constellation by the due date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. You agree to pay Constellation's costs incurred in collecting amounts owed to Constellation, including reasonable attorneys' fees and returned check charges. If you fail to pay your invoices on time, you authorize Constellation to report such failures to one or more credit reporting agencies. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors.

15. Taxes: Any tax levied against Constellation by any governmental entity that must be paid by Constellation, exclusive of Constellation's income tax or taxes levied on Constellation's real or personal property, shall be passed through to and paid by you. You must provide Constellation with any applicable exemption certificates.

16. Limitations: Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of natural gas pipelines and systems, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Constellation's delivery obligations cease, and title to gas sold transfers to you, at the Delivery Point, which is the point at which the a third party pipeline supplying gas to the Utility and the Utility interconnect. **ALL NATURAL GAS SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

17. Force Majeure: Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; curtailment, disruption or interruption of natural gas distribution or supply; or any cause beyond our reasonable control.

18. Information Release: You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical natural gas usage, rate classification, meter readings, characteristics of natural gas supply, and billing and payment information. You authorize Constellation to release such information to third parties and to Constellation's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided.

19. Dispute Resolution and Class Action Waiver: CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU 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. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:

A) The federal arbitration act applies to this Agreement and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in the Disclosure Statement. Constellation will assign someone to attempt to resolve the dispute.

B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any 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 adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and 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. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.

C) **YOU AND CONSTELLATION BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to $10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than $10,000, any arbitration hearing may be held telephonically.

E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration . If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

F) **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL**. This dispute resolution provision shall survive termination of the Agreement.

G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.

20. Miscellaneous: Constellation agrees to sell and the customer identified during the enrollment process ("you") agree to buy your full requirements of natural gas and any other service identified in the Uniform Disclosure Statement for the accounts identified during the enrollment process ("Accounts") in the utility territory identified on the Uniform Disclosure Statement ("Utility") in accordance with the terms of these Natural Gas Purchase and Sale Terms and Conditions and the Uniform Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" is the date agreed to by both you and Constellation. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".. The Illinois Attorney General's office can be reached at (800) 386-5438 (Northern Illinois), (800) 243-0618 (Central Illinois), and (800) 243-0607 (Southern Illinois) and their website is http://www.illinoisattorneygeneral.gov/. Residential customers may also contact the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB. At your request and at no charge, Constellation will provide you the then-current consumer education program materials as provided by the Illinois Commerce Commission (the "ICC"). To obtain additional consumer education information from the ICC, you can contact the Consumer Affairs Division toll-free at (800) 524-0795. The Agreement shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Agreement without your consent. You may assign this Agreement only with Constellation's prior written consent. The Agreement (including without limitation the Accounts and other information identified during the enrollment process) shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified in the Uniform Disclosure Statement and above. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and **(c) enroll with and change the Accounts' natural gas supplier to Constellation**. You should contact the Utility in the event of a natural gas emergency at the phone numbers identified on the Uniform Disclosure Statement and above. Future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.