Constellation

UNIFORM DISCLOSURE STATEMENT

Name: Constellation NewEnergy, Inc.
Address: P.O. Box 4911, Houston, TX 77210-4911
Internet address: www.constellation.com
Phone: 855-465-1244 Mon-Fri 7:00 AM - 7:00 PM

Rates and Product Information			
Price (in cents/kWh) and number of months	12.39 cents/kWh, for 12 Months		
Utility Electric Supply Price to Compare (PTC) (in cents/kWh):	Price:	Effective:	Expires:
	10.1030 cents/kWh	October 01, 2026	May 31, 2027
Constellation NewEnergy, Inc. is not the same entity as your electric delivery company. You are not required to enroll with Constellation NewEnergy, Inc. Beginning on October 01, 2026 the utility electric supply price to compare is 10.1030 cents/kWh The electric utility supply price will expire on May 31, 2027.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 www.pluginillinois.org.			
Other periodic	None from Constellation		
Total Price (in cents/kWh) with other periodic charges:	500 kWh	1,000 kWh	1,500 kWh
	12.39 cents/kWh	12.39 cents/kWh	12.39 cents/kWh
Length of contract:	Electricity service from Constellation will start on the first available meter read following successful enrollment and continue for 12 Months ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Based on today's date, Constellation anticipates initial enrollment with your 12/2026 meter read, but initial enrollment could occur a month earlier or later than expected.		
Price after initial price	Not Applicable.		
Contract Renewal			
Contract Renewal:	**Based on your expected initial enrollment, your Initial Term is expected to end on your 12/2027 meter read and your initial Renewal Term is estimated to begin on the 12/2027 meter read. Your actual initial Renewal Term will depend on the actual initial enrollment date. 30-60 days prior to the end of the Initial Term or a Renewal Term, Constellation will send you a contract expiration notice and either (a) an offer to renew for another term ("Offer"), which you will have 10 days to reject or (b) a notice of nonrenewal. If you do not reject any Offer provided, the Offer will be deemed accepted by you. If you reject any Offer provided in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term.**		
Right to Rescind and Terminate			
Rescission:	You have a right to rescind (stop) your utility enrollment within 10 calendar days after the date on your electric utility's written notice confirming the switch of your supplier. You may call Constellation at 855-465-1244 or your Utility at Telephone: 1-800-Edison-1 to rescind.		

Termination:	You have the right to terminate an agreement with an alternative retail supplier **AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES**. You may call us at 855-465-1244 to terminate the contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.

This is a sales solicitation and the seller is Constellation NewEnergy, Inc., an independent alternative retail electric supplier. If you enter into a contract with the seller, Constellation NewEnergy, Inc. 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, 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 price to compare (PTC) of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date:

Agent Name/ID:_____

Constellation

ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS

1. Seller Information: Constellation NewEnergy, Inc. ("Constellation"), P.O. Box 4911, Houston, TX 77210-49911

2. Pricing: For the Initial Term, the Price shall be 12.39 cents/kWh, which (a) does not include the Utility's delivery charges or any applicable taxes and (b) is subject to Section 13 below.

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligations of Constellation to sell and schedule electricity for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for electricity for the Accounts at the Price will start on the first available meter read following successful enrollment and continue for 12 Months ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Between 30 and 60 days prior to the end of the Initial Term or Renewal Term, Constellation will send you a contract expiration notice and either (a) an offer ("Offer") to renew for another term ("Renewal Term") or a (b) notice of non-renewal. 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"). You will have 10 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term. Constellation will also provide a secondary notice by e-mail, text message/SMS, postcards, or phone calls. You consent to receiving the secondary notice in any of these formats.

4. Early Termination Fee: You may terminate this Agreement at any time without an early termination fee.

5. Deposit and Switching Fees: Constellation will not charge or collect a deposit or prepayment. Constellation will not charge switching fees to switch to Constellation's service. Your current supplier and/or the Utility may charge such fees.

6. Savings: Savings are NOT guaranteed.

7. Rescission: You have a right to rescind (stop) your utility enrollment within 10 days after the date your electric utility's written notice confirming the switch of your supplier. You may call Constellation at 855-465-1244 to rescind, if you are a residential customer, you may also contact your Utility at 1-800-Edison-1.

8. General Disclosures: Constellation is an independent seller of electric power and energy services, certified by the Illinois Commerce Commission. Constellation is not representing, endorsed by or acting on behalf of the Utility, governmental bodies, program of a governmental body, or consumer groups. The prices of Constellation are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation electricity supply or any other product in order to receive the same quality regulated service from the Utility. The Utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact your electric service reliability. You will receive written notification from the Utility confirming a switch of your electricity supplier.

9. Toll-free Phone Numbers: You may find the following telephone numbers helpful:
-Constellation NewEnergy, Inc.: 855-465-1244
-Illinois Commerce Commission's Consumer Services Division Contact Information: 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers.
-Utility: COMED at 1-800-Edison-1

10. Purchase of Electricity Supply: Constellation agrees to sell and the customer identified during the enrollment process for new enrollments and as identified in the cover letter included for renewals ("you") agree to buy your full requirements of electricity and any other service identified herein for the accounts identified at the time of entering into this Agreement ("Accounts") in the identified Utility territory in accordance with the terms of these Electricity Purchase and Sale Terms and Conditions and the Uniform Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" for new enrollments is as of the day agreed to by both you and Constellation and for renewals is the day following the final day for response identified in the cover letter included with this Agreement. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".

11. Billing, Payment and Credit: 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 invoices you for charges not invoiced through the Utility, 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 daily 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.

12. 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.

13. Change in Law: Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the electricity and related products and services to be sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) 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, independent system operator ("ISO") business practices or protocol, Utility or ISO 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 an increased Price or as a separate line item or invoice.

14. Rejection, Termination, and Remedies: You may terminate 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. The Parties acknowledge that you may enroll into a community solar program ("CS Program"). To the extent your enrollment or participation in a CS Program reduces your usage or payments Constellation receives, Constellation reserves the right to pass through our increased cost or decreased revenue without markup upon written notice to you ("Change Notice"). Notwithstanding the preceding sentence, you may terminate this Agreement without additional obligation by either Party, within 10 business days of receipt of the Change Notice in which case Constellation will return your Account(s) to the Utility in accordance with applicable Law.

15. Limitations: Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Constellation's delivery obligations cease at the Utility interconnect. **ALL ELECTRICITY 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.**

16. 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; or any cause beyond our reasonable control.

17. 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 electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. You authorize Constellation to release such information, consistent with applicable law and regulation, to Constellation's affiliates, employees, agents, advisors, and independent contractors and such affiliates' employees, agents,

advisors, and independent contractors. 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.

18. 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 this Agreement. 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.

19. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, 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 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 Section 3. Customer or the individual undertaking this decision 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' electricity supplier to Constellation. Customer or the individual hereby represents that you have not received financial assistance in the past 12 months from the Low Income Home Energy Assistance Program ("LIHEAP"), Low Income Home Water Assistance Program ("LIHWAP"), or at the time of enrollment, is participating in the Percentage of Income Payment Plan ("PIPP"). You should contact the Utility in the event of an electric emergency at the phone numbers identified in Section 9. Except as further detailed in Section 3, future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail. If you are a net metered customer and you switch suppliers, you may forfeit credits for electricity supply service and delivery service.

20. Supplier Statement: Constellation NewEnergy, Inc. is an independent seller of power and energy service certified by the Illinois Commerce Commission and Constellation NewEnergy, Inc. is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, unless Constellation NewEnergy, Inc. is, through a 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 ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.
21. Uniform Disclosure Statement: A summary document entitled 'The Uniform Disclosure Statement' (UDS) is attached to these terms and conditions. The UDS has important disclosures, including information about your new rate and your right to end this Agreement without termination fees or penalties other than charges or fees for devices, equipment or other non-electrical services. Please read both these terms and conditions and the UDS carefully.
22. Constellation Renewable Product: For the Initial Term of this Agreement, the electricity supply service includes renewable energy certificates sourced from wind power generators within the United States ("RECs") in an amount equal to 100% of the Accounts' usage, in addition to the mandatory renewable portfolio standard requirements for the state in which the party subsides. Regardless of any Illnois Renewable Portfolio Standard ("RPS") obligations, Constellation pairs **100%** of electricity usage with RECs, over and above any RPS requirements. Constellation does not expect to pair any RECs from wind generators sited in the State of Illinois, but Constellation has not committed to a particular locations of wind generators at the time of this Agreement.