

Illinois Residential Time-of-Use Terms and Conditions of Service
FANFARE ENERGY, LLC

Legal Name of ARES and Business Address	Fanfare Energy, LLC (" Fanfare ") Business: 107 John Street, Southport, CT 06890 Mailing: P.O. Box 1288, Greens Farms, CT 06838
Product and Supply Charges	<p>The supply charge shall be a variable Time-of-Use-Rate ("TOU") indexed to ComEd's Price to Compare ("PTC"), excluding the Purchased Electricity Adjustment ("PEA"). Your per-kilowatt-hour ("kWh") rate will change depending on the time of day (i.e., "on-peak" or "off-peak"). Your on-peak and off-peak rates will change when ComEd's PTC changes.</p> <p style="text-align: center;">On-Peak Supply Rate: 15% Less than ComEd's PTC On-Peak Hours: 5AM - 10:59PM Central Time Off-Peak Supply Rate: 20% Less than ComEd's PTC Off-Peak Hours: All other hours</p> <p>Based on current ComEd PTC of 10.399¢ / kWh, if your electric account was served by Fanfare today, your rates would be:</p> <ul style="list-style-type: none"> • On-Peak: 8.84¢ / kWh • Off-Peak: 8.32¢ / kWh
Contract Length	60 Billing Cycles
Early Termination	You have a right to terminate this Agreement with Fanfare at any time without any termination fees or penalties.
Deposit	\$0 (Fanfare will not charge you a deposit)
Switching Fee	\$0 (Fanfare will not charge you a switching fee)
Rescission	You have a right to rescind your enrollment within ten (10) days after the date on the EDC's written notice to you confirming your switch to Fanfare by contacting Fanfare at (833) 856-3844 or your EDC.
Independent Seller	Fanfare is an independent seller of electric power and energy service certified by the Illinois Commerce Commission and Fanfare 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.
Electric Reliability	Your electric utility will remain responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from your electric utility confirming a switch of electric supplier to Fanfare.
Toll-Free Contact Information	Fanfare: (833) 856-3844 Commonwealth Edison Company: 1-800-334-7661 Ameren Illinois Company: 1-800-755-5000

	Illinois Commerce Commission Consumer Services Division: 1-800-524-0795
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 other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully. If you have signed a Battery Services Agreement with Energywell Home, LLC, you may be subject to cancellation fees upon termination of this Agreement; please refer to the Battery Services Agreement for terms of that agreement.

Purchase of Electric Supply Service:

Fanfare is certified by the Illinois Commerce Commission (“ICC”) to offer electric supply services in Illinois. As a competitive supplier of retail electricity, Fanfare will arrange for electric generation to be provided to your local electric distribution company (“EDC”) on your behalf, based on your usage. Fanfare will deliver and sell, and you will buy your Service in accordance with the EDC’s electric delivery service program during the time this Agreement is in effect.

Illinois Residential Time-of-Use Terms and Conditions of Service

FANFARE ENERGY, LLC

1. Scope of Service. This is an agreement between Fanfare Energy, LLC (“Fanfare” or “we”), an Alternative Retail Electric Supplier, and you under which you shall obtain Retail Electric Service from Fanfare, as Fanfare shall sell to you, and you shall buy, all of your electric energy subject to this Agreement (the “Agreement”). Except as provided in the Battery Participation Credit Agreement you will be charged for all electric energy consumed by your residence in Commonwealth Edison territory (your “Property”). You authorize Fanfare to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data from your local utility company, enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account. This Agreement governs only the supply of electricity; Commonwealth Edison (“ComEd” or the “EDC”) remains responsible for the delivery of electricity to your Property. You will continue to receive a bill from your EDC for all electricity and delivery charges. Your EDC will continue to provide all emergency repairs and services. Fanfare is neither affiliated with, nor does it represent, the EDC.

2. Product Structure, Eligibility. This product is only available to ComEd residential customers. If you do not have an advanced meter infrastructure meter (“AMI”), you are not eligible for this plan and Fanfare reserves the right to terminate this Agreement. If you receive battery services from an energy storage device owned by Energywell Home, LLC (“Energywell Home”) per a Battery Services Agreement that you enter into with Energywell Home, then you are eligible to receive this product.

Energywell Home is an affiliate of Fanfare. Any charges associated with the Battery System provided by Energywell Home are charged by Energywell Home, not Fanfare, and are separate from your electric supply charges under this Agreement. Fanfare reserves the right to verify your account eligibility and may decline to enroll your account if your payments are not up to date on your utility charges.

3. Customer Consent and Information Release Authorization. By consenting to this Agreement, you authorize Fanfare to obtain all data necessary so that Fanfare can enroll your account(s). By choosing to accept this offer from Fanfare and this Agreement, you authorize Fanfare to obtain information from ComEd, including, but not limited to, your account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Fanfare obtaining a credit report and investigating your (and, if applicable, signatory’s) credit rating, credit history and EDC bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Fanfare to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Fanfare affiliates and business partners for marketing purposes. Your social security number, account number(s), or any other customer information will not

be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account, including all products and services provided pursuant to your Agreement. All authorizations provided herein will remain in effect for the Initial Term and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting Fanfare. Pursuant to a separate Letter of Agency, you authorize Fanfare to access your interval data usage. You represent that you are authorized to grant these consents with respect to all electric utility accounts subject to this Agreement.

4. Variable Time of Use Rate.

During the Initial Term, Fanfare will supply your electricity at a variable TOU indexed to the PTC (excluding the PEA). Your per-kWh supply charge will change based on the time of day as follows:

- **On-Peak Supply Rate:** 5AM - 10:59PM Central Time: fifteen percent (15%) below ComEd's PTC.
- **Off-Peak Supply Rate:** All other hours: twenty percent (20%) below ComEd's PTC.

Your supply charge will change depending on the time of day, and your On-Peak and Off-Peak rates will change when ComEd's PTC changes. The TOU rate contemplated under this Agreement is for combined Transmission Charges, energy, capacity, and related charges ("Retail Electric Charges") for the initial Contract Length specified above and on the last page of this Agreement. The TOU rate does not include any EDC charges, non-bypassable utility charges, or taxes ("EDC Charges"). You agree to pay all EDC Charges to the EDC.

5. Discount Guarantees and PTC Determination.

During the Term of this Agreement, Fanfare guarantees that your on-peak supply rate will be no greater than fifteen percent (15%) below ComEd's published PTC, and your off-peak supply rate will be no greater than twenty percent (20%) below ComEd's published PTC, each in effect at the time the supply rate applies. To determine the PTC at any given time throughout the life of this Agreement, Fanfare will use either ComEd's tariffs or the Illinois Commerce Commission's website: pluginillinois.org. If there is a conflict between pluginillinois.org and ComEd's tariffs, then ComEd's tariffs shall control. Fanfare reserves the right to offer different pricing during any renewal term.

6. Supply Charges, Net Metering, Metering Information, and Battery/Telemetry

Unavailability. For each billing period, your supply charges are calculated by applying the applicable TOU rate to your Property's billable electricity consumption. "Billable electricity consumption" means the total electricity measured at the Property's AMI meter (operated and read by the EDC) for the billing period, less the Battery System Grid Consumption for that period, as determined pursuant to the Metering Information section below. Where no Battery System is installed, or where the Battery System is inoperable or telemetry data is unavailable as described below, billable electricity consumption equals total electricity measured at the AMI meter without adjustment. Fanfare will determine billable electricity consumption using a combination of your EDC's AMI meter data and, where applicable, telemetry data from the Battery System serving the

Property. "Battery System Grid Consumption" means, for each metering interval, all electricity the Battery System draws from the grid during that interval (including electricity used to charge the battery and to operate the Battery System), less the electricity the Battery System discharges to the Property during that interval. For the avoidance of doubt, electricity the Battery System exports to the grid is credited against your supply charges in accordance with the net metering provisions of 220 ILCS 5/16-107.5. This export credit is separate from, and in addition to, your Battery Participation Credit.

i. Battery Participation Credit. See your *Battery Participation Credit Addendum*.

ii. Your EDC operates the Property's AMI meter. Fanfare is not responsible for errors in metering by your EDC. Where a Battery System is installed and a Battery Services Agreement is in effect, Energywell Home or one of its affiliates will operate the Battery System's telemetry system. Fanfare or its affiliate will take commercially reasonable steps to ensure that Battery System telemetry is maintained within the accuracy tolerances established under 83 Ill. Admin. Code 410.150, which requires that meter registration be no less than 98% and no greater than 102% of actual consumption ("Tolerance"). If Fanfare has actual knowledge of a metering error by your EDC that is not in your favor, Fanfare will take commercially reasonable steps to seek redress on your behalf. If

Fanfare has actual knowledge that Battery System telemetry is outside Tolerance, Fanfare will take commercially reasonable steps to repair or recalibrate the telemetry system.

iii. Battery System/Telemetry Inoperability. If the Battery System is inoperable (including due to repair, malfunction, or decommissioning) or if Battery System telemetry data is unavailable or unreliable for any portion of a billing period due to a communication failure or other technical issue, Fanfare will calculate your supply charges for that period using AMI data only, without any deduction for Battery System charging. In such event, your billable electricity consumption will reflect all electricity measured at the AMI meter, which may include electricity consumed to charge the Battery System. Fanfare will notify you within a commercially reasonable time if Battery System telemetry has been unavailable for a period that materially affects your supply charges.

7. Taxes. You will be responsible for any and all taxes that apply to your electricity supply.

8. Change in Law or Regulation. "Change in Law" means any change (including a change in interpretation or application) in any law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, decree, or action (informal or formal) by any governmental authority, regulatory body, the regional Independent

System Operator ("ISO"), or Regional Transmission Organization ("RTO"), or the implementation or materially different administration of any of the foregoing existing as of the date of this Agreement. –Any Change in Law that results in Fanfare incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at Fanfare's option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules. If there is a change in law or regulation as described in this section, which impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change in law or regulation. Any such modification or assessment of pass-through charges does not require customer consent or notice to customer unless required under applicable law.

9. Renewal Notice and Notification of Changes.

UNLESS WE ELECT NOT TO RENEW YOUR SERVICE, THIS CONTRACT WILL AUTOMATICALLY RENEW ON THE SAME TERMS, EXCEPT YOUR PRICE (i.e., PERCENTAGE VALUE OF DISCOUNT), DISCOUNT STRUCTURE (i.e., THE BENCHMARK FOR WHAT YOUR DISCOUNT WILL BE MEASURED AGAINST), TIME OF DISCOUNT, DAY(S) WHEN DISCOUNT APPLIES, WHETHER A DISCOUNT APPLIES (YOU MAY NOT BE OFFERED A DISCOUNTED RATE UPON RENEWAL), AND TERM LENGTH MAY BE

DIFFERENT FROM WHAT YOU RECEIVED DURING YOUR INITIAL TERM.

When the Term of this Agreement is approaching expiration, we will send you advance written notice not more than 60 and not less than 30 days before the expiration date via email or U.S. mail. You will receive a second notification not less than 30 days before the expiration date by either email or U.S. mail. The notice will describe your automatic renewal terms, such as a specified price and term, and, if applicable, explain your other renewal options, which may be under the same or different terms and conditions. Each new renewal period after the Initial Term will be deemed a "Renewal Plan." If you fail to take action before completion of the Initial Term and Fanfare chooses not to renew this Agreement, Fanfare may opt to switch your account to ComEd's default service (under Residential Real Time Pricing or TOU supply pricing). If you instead choose to cancel this Agreement prior to or at the end of the Initial Term, you understand that you are responsible for arranging for your retail supply either by selecting a new supplier or returning to ComEd's bundled service.

10. Cancellation/Termination.

You have a right to rescind your enrollment within ten (10) days after your enrollment request is accepted by your EDC by contacting Fanfare at (833) 856-3844 or your EDC. You may terminate this Agreement for any reason at any time, with no fee or penalty, by providing written notice to Fanfare via email or U.S. mail, or by contacting us at (833) 856-3844. If you have entered into a Battery Services Agreement with

Energywell Home, certain fees may apply if you terminate this Agreement. Review your agreement with Energywell Home for more information.

Fanfare may also terminate this Agreement for any reason upon thirty (30) days' prior written notice via email or U.S. mail, without penalty to you or Fanfare. However, if Fanfare's rights to terminate this Agreement for any reason are restricted or otherwise limited by law, Fanfare reserves the right to terminate this agreement upon thirty (30) days' notice to you if (a) you move or cease to be a ComEd customer at the Property; (b) your account becomes ineligible for ComEd's Purchase of Receivables with Consolidated Billing Program ("POR"); or (c) ComEd discontinues its POR program, and you fail to pay amounts due under this Agreement and do not cure such non-payment within fifteen (15) days of Fanfare giving you notice of such non-payment.

Upon any termination of the Agreement, unless you have selected another competitive supplier, you will return to receiving default service offered from your EDC. You will also remain responsible for any unpaid balance as of the termination date. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Fanfare and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law.

11. Energy Consumption Disclosure and Battery Control. By enrolling for this product and installing one or more battery systems at your home, you understand and agree that your gross electricity consumption may exceed the amount that your electricity

consumption would have been if you had not installed a battery system.

12. Billing and Payment. You will be invoiced by your EDC showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other related charges or fees, plus charges by the EDC, including taxes and charges to transmit and distribute the electricity to your home from the EDC, consistent with its filed tariffs. You will receive a single bill for the Service supplied by Fanfare and the electricity delivery from the EDC at the monthly interval determined by the EDC. All EDC charges will be based on the EDC's data from its meter at your premises, except that your EDC may in some cases use estimated data for billing purposes, but generally speaking estimates will be reconciled once the EDC receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Fanfare provides billing data to the EDC based on EDC meter reading information (and, as applicable battery system telemetry) and is not responsible for errors, omissions, or subsequent revisions by the EDC regarding your usage data. Payment is due according to your EDC's billing due date. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed to us, including reasonable attorney fees and returned check charges. Fanfare reserves the right to change billing

methods to (a) Dual Billing where Fanfare issues you a separate bill for supply charges and credits, in which case those charges will no longer appear on your ComEd bill, or (b) Single Bill Option where Fanfare issues you a consolidated bill that includes Fanfare's supply charges and ComEd's delivery charges. Fanfare reserves the right to cancel this Agreement after giving you a minimum of 30 days advance written notice should you fail to pay your bill by the due date.

13. Renewable Energy Plan. You acknowledge and agree that this retail electricity supply plan is not a "green," "renewable," or "clean" energy plan. Fanfare shall have no obligation to purchase and retire RECs in an amount exceeding its minimum obligation under applicable Illinois law.

14. Service Outage or Emergency. FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDC:

- Commonwealth Edison Company: 1-800-334-7661
- Ameren Illinois Company d/b/a Ameren Illinois: 1-800-755-5000

15. Dispute Procedures. Contact Fanfare with any questions concerning this Agreement or any electric generation service or product that Fanfare provides to you ("Services") by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM - 8PM ET (note these hours may change); by sending a letter to Fanfare, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@Energywell.com. Fanfare will refer all complaints and inquiries to a representative who will attempt to reach a mutually satisfactory resolution. If your complaint or inquiry is not resolved after you

have called Fanfare and/or the EDC, you may contact the Illinois Commerce Commission Consumer Services Division for assistance through one or more of the following methods:

- toll-free at (800) 524-0795;
- via online at <https://www.icc.illinois.gov/complaints/public-utility/type>, or
- by sending a letter to the Illinois Commerce Commission at: 527 East Capitol Avenue, Springfield, IL 62701.

You have a right to make a formal or informal complaint to your public utility commission or any regulatory body with authority to review your complaint, and nothing in the following Section 16 (Arbitration, Waiver of Jury Trial, and Class Action Waiver) is intended to bar that right. If a claim you have can be resolved by the Illinois Commerce Commission, and it has first been determined to be non-arbitrable by a duly-appointed arbitrator (or court of competent jurisdiction), or you have otherwise opted out of Section 16 of this Agreement, you further agree to raise any such claim exclusively before the Illinois Commerce Commission.

16. Arbitration, Waiver of Jury Trial, and Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY

ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN ILLINOIS. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. Fanfare's Arbitration and Class Action Waiver Policy Addendum, which is available and provided to you during the enrollment process is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.

17. Warranties. Fanfare MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS 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.

18. Fanfare Communication Policy. By using Fanfare's website, services or products or contacting Fanfare, you agree to Fanfare's Communications Policy. Fanfare's Communications Policy, which is available and provided to you during the enrollment

process, is incorporated herein by reference, and made a part hereof, contains additional details and a complete description of the terms and conditions of Fanfare's Communications Policy.

19. **Community Solar.** By signing this Agreement, you authorize Fanfare Energy to share your information with Fanfare's affiliates, including Energywell Home and Energywell Community Solar, LLC ("ECS"), which may contact you to offer a subscription to a community solar program in your area.

20. **Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. **FANFARE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.** To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that

otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

21. Force Majeure. Fanfare will make commercially reasonable efforts to supply electricity, but Fanfare will not be responsible for supplying Service in the event of circumstances beyond its control, such as events of "Force Majeure." Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, sabotage, acts of God, pandemics, epidemics, acts of governmental authority, and events beyond Fanfare's control occurring with respect to the EDC, PJM Interconnection LLC or Midcontinent ISO, Inc., or other third-party systems or assets. Customer and Fanfare both agree that the following shall specifically be included in the definition of "Force Majeure" under this Agreement and that Fanfare shall have the right to terminate or modify the Agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a standard offer service price that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement; (2) PJM Interconnection LLC changes its tariffs in a way that adversely impacts the cost to serve you or similarly situated customers; or (3) the Illinois Commerce Commission approves termination of the EDC's purchase of receivables program. In the event that Fanfare is no longer allowed to meet its obligations under this Agreement (including but not limited to a determination that you or similarly situated customers are no longer allowed to use a third party like

Fanfare for your electric supply), you will be returned to your EDC's standard service offer.

22. Assignment. You may not assign this Agreement to any other person without the express written consent of Fanfare or its successor in interest, as applicable. An assignment made by you without such required consent by Fanfare will have no effect. Fanfare may assign this Agreement, together with all rights and obligations hereunder, upon 30 days prior written notice (unless notice is not required by law, in which case no notice may be provided), (i) to Fanfare's electricity supplier, or such supplier's designee, if that entity is an Alternative Retail Electricity Supplier, (ii) to an affiliate of Fanfare or to any other person or entity succeeding to all or substantially all of Fanfare's assets, (iii) in connection with a sale of all of Fanfare's equity; (iv) in connection with any financing or other financial arrangement, or (v) to another retail supplier. Consent is not required from you for Fanfare to assign or pledge (whether absolute, collateral, or any other assignment or pledge), nor for any grant of a security interest in, or right to payment under this Agreement, and shall be binding on you and your successors.

23. Forward Contract and UCC. You and Fanfare acknowledge and agree that the transactions contemplated by this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code ("Bankruptcy Code"), and further acknowledge and agree that Fanfare is a "forward contract merchant," as that term is used in the Bankruptcy Code. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code of Illinois ("UCC") shall govern this

Agreement, and energy shall be deemed a "good" for purposes of the UCC.

24.No Waiver. Any failure by Fanfare to enforce any term or condition of Customer's electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.

25.Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

26.Survival. All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Fanfare's rights and the rights of others).

27.Governing Law. This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

28.Entire Agreement. This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Fanfare relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Fanfare or any of its agents concerning the subject matter of the Agreement.

29.Electronic Signatures. The parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.

30.Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail or other electronic means, as permitted by law. The decision to send written notices to you via electronic mail or other electronic means is at our sole discretion. If the e-mail address or phone number you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address or phone number to which we will

send written notices. You are solely responsible for providing us with a valid e-mail address and phone number.

31. Door-to-Door Solicitation Notice. IF THIS AGREEMENT WAS ENTERED INTO AS A RESULT OF A SOLICITATION AT YOUR RESIDENCE, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE YOU ENTERED INTO THIS AGREEMENT, PURSUANT TO THE ILLINOIS HOME SOLICITATION SALES ACT (815 ILCS 505/2B). To exercise this right, you must notify Fanfare in writing within three (3) business days by emailing Care@Energywell.com or by calling (833) 856-3844. This three (3) business day right is in addition to, and does not replace or limit, the ten (10) calendar day rescission right described in the Rescission section above.

[Price History Page to Follow]

TIME-OF-USE PRICE HISTORY CHART

Description: This chart lists the highest and lowest variable time-of-use rates indexed to ComEd's PTC, excluding the PEA, that Fanfare charged to customers each month . ComEd's PTC is listed on this chart for your reference. ComEd's electric supply rate applicable at the time of your enrollment is disclosed on your Uniform Disclosure Statement.

Legend:

- In Green: "Lowest Rate Charged (Fanfare)" means the lowest rate charged to a customer (or customers) by Fanfare for a particular monthly billing period.
- In Blue: "Highest Rate Charged (Fanfare)" means the highest rate charged to a customer by Fanfare for a particular monthly billing period.
- In Black: "ComEd PTC (Utility Rate)" means ComEd's electric supply price applicable at the time of a particular monthly billing period.

[signature page to follow]

TERMS AND CONDITIONS - FINAL PAGE - LETTER OF AGENCY FOR SWITCH

As of, you (“you” or “your”), the electric utility customer for the service address 1 Demo St., Demo City, IL 60005(Choice ID # 0000000000), authorize Fanfare Energy, LLC (“Fanfare”) to request that Commonwealth Edison Company (“ComEd”), your electric utility, switch your retail electric supplier from your current supplier to Fanfare.

Price:	Time-of-Use Variable Rate Product Indexed to ComEd’s Price to Compare (“PTC”): <ul style="list-style-type: none"> • On-Peak Rate: 15% less than ComEd’s PTC ○ On-Peak Hours: 5AM-10:59PM CT • Off-Peak Rate: 20% less than ComEd’s PTC ○ Off-Peak Hours: All other hours
Other Periodic Charges	None.
Length of Contract	60 Billing Cycles
Renewal	Automatic
Termination Fee	\$0 (you may terminate at any time)
Switching Fee	\$0 (Fanfare does not charge you a fee to switch your retail supply service to Fanfare)

Changing your retail electric supplier to Fanfare may involve your current supplier charging you.

By executing this agreement (including via electronic signature), you agree that you have reviewed this Letter of Agency and acknowledge and accept Fanfare’s Terms and Conditions of Service (above).

Demo Customer
Customer Name and Authorized Representative (if applicable)

Electronically Signed
Signed

Date