Electric Service Agreement
Commercial and Industrial Customer
General Terms and Conditions

The Electric Service Agreement (this "Agreement") is dated April 25, 2018 and made between Eligo Energy, LLC or its subsidiaries ("Eligo") of 201 W. Lake St., Ste 151, Chicago, IL 60606 and ____________(Customer Name) of _______________ (ADDRESS) ("Customer") (each referred to individually as a "Party" and collectively as the "Parties").

I. ENERGY SERVICES

As stated in the executed Pricing Quote ("Attachment 1" or "Pricing Quote", incorporated herein by reference), Eligo shall from the relevant Enrollment Start Date and during the relevant Term supply and deliver to Customer the retail energy requirements ("Retail Energy") of Customer's service location(s) (each a "Point of Service Location"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electricity distribution company ("Utility" or "EDC") and the relevant Utility is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates Eligo as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each Utility to Eligo of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. The energy price in the Pricing Quote is based upon Customer's historical load data and applies to all Retail Energy covered under the Pricing Quote and Agreement and includes charges for the energy supply rate and scheduling and load forecasting associated with the delivery of the Retail Energy. Customer's specific energy cost depends upon the product selected in the Pricing Quote and the applicable product description.

II. BILLING AND PAYMENT

1. General Billing and Payment Terms: Eligo shall provide monthly invoices, either through utility consolidated billing ("UCB"), supplier consolidated billing ("SCB") or a Dual Billing Option ("DBO") at its discretion. Eligo may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. Customer shall pay all amount owing within terms specified in Attachment 1. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to Eligo is declined by the issuing institution, Customer shall be assessed a charge of $45 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by Eligo, including attorneys' fees, for collections on accounts greater than the thirty (30) calendar days past due.
2. Disputes and Adjustments of Invoices: Customer may dispute, in good faith and in writing, the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to Eligo in writing and stating the amount and basis for the dispute. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. Customer must provide Eligo with written notice of any disputed charge(s) within ninety (90) days of invoice or it will be deemed to have waived its rights to dispute such charge.
3. Paperless Invoicing: As of December 15, 2013, Eligo's paperless invoicing system shall become the default method by which Customer receives applicable monthly invoices. Customer will receive their monthly invoice via electronic mail ("e-mail") rather than in paper format. Customer is hereby notified that receiving monthly invoices via e-mail does not automatically withdraw money from Customer's bank account in order to satisfy the amount due to Eligo. If Customer desires to receive a paper bill in lieu of e-mail, then Customer shall notify Eligo of their decision. It could take up to two (2) billing cycles for the method of notification to be switched, and additional fees may apply.
4. Payments: The default method of payment shall be through the Automated Clearing House ("ACH") Recurring Payment Authorization attached herein or provided separately at Customer's request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Eligo when using ACH recurring payments. For credit card payments, Eligo shall assess a processing fee of three percent (3%) of the invoiced amount or the maximum allowed under applicable law, whichever is less.

III. EXTENSION / RENEWAL OF AGREEMENT

Not less than six (6) months after the start of the then current Term, Customer may inquire into the possibility of extending the Agreement past the original Term at the same or lower rate than in the present Agreement. To the extent possible, Eligo, at its sole discretion and based on then existing market conditions, may provide Customer with an opportunity to blend-and-extend the present Agreement.

Not less than thirty (30) calendar days prior to the anticipated expiration date of the then current relevant Term, Eligo may provide an Automatic Renewal Notice electronically or otherwise in writing. Where permitted by law, Customer's failure to reject any Automatic Renewal Notice in writing within five (5) business days shall result in such Automatic Renewal Notice being deemed to have been irrevocably and unconditionally agreed to by Customer. If, following termination or expiration of the Agreement, any of Customer's accounts remain designated by any Utility as being served by Eligo, then Eligo may either (a) continue to serve such account(s) on a month-to-month holdover basis (each, a "Holdover Term") or (b) move such account(s) to the then applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the "provider of last resort" (any of the foregoing is an "Alternative Service"). The price payable during any Holdover Term shall be based on a variable rate, and may change monthly due to current and predicted weather patterns, retail competition, wholesale commodity energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, costs to serve customers, among many factors. Unlike a fixed price, there is no limit on how much a variable price may change from one billing cycle to the next billing cycle. Variable rate agreements will automatically renew on a month-to-month basis and can be cancelled at any time by either party without any early termination fee. This Agreement shall continue to govern the provision of service during any Holdover Term. During a Holdover Term, Eligo may at any time move any account(s) to an Alternative Service without penalty or prejudice.

IV. CREDIT

All electric service offers are subject to credit approval and shall not become a final offer until Eligo has approved the creditworthiness of Customer. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, administration or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to Eligo at any time during the Term, as determined by Eligo in its commercially reasonable discretion, Eligo may request additional financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including, but not limited to, a parental guaranty, escrow account, bond, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from Eligo, Customer shall have five (5) business days to provide the requested adequate security to Eligo. For the avoidance of doubt, Eligo shall in no circumstances be required to provide security in any other form of adequate assurance to Customer.

V. POINT OF SERVICE LOCATION CLOSURE

Customer shall provide Eligo at least sixty (60) calendar days prior to removing any Point of Service Location from service hereunder as a result of reducing or ceasing operations, including, but not limited t, closing any Point of Service Location or the sale of any Point of Service Location to an unrelated third party, at such Point of Service Location. Customer shall also provide at least thirty (30) calendar days prior written notice if they foresee a 100% or more change in usage. Eligo, in its sole discretion, may reevaluate the terms of this agreement and/or may terminate the Agreement if the change in monthly usage falls below 20% of historical usage. Customer shall be responsible for payment of any actual damages incurred by Eligo, if any, relating to or arising from any such removal.

VI. CONFIDENTIALITY

Where permissible by law, both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES

Attachment 1 contains the contact information for Eligo and Customer that will be used to provide any and all notices arising from this Agreement.

VII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Customer to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Defaulting Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Defaulting Party to perform any material respect when made or ceases to remain true during any Term; (c) the failure of such Defaulting Party to perform any material covenant or obligation set forth in this Agreement and such failure is remedied within five (5) business days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, receivership, administration or other similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide security or otherwise satisfy the creditworthiness requirements under the "Credit" section of this entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Customer under this Agreement; or (g) Customer's failure to cooperate with Eligo as reasonably required in order for Eligo to perform its obligations under this Agreement.

B. Suspension; Early Termination; Liquidated Damages: If an Event of Default occurs, Eligo (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement and Customer shall pay to Eligo an Early Termination Fee in the amount stated below; (2) terminate this Agreement by sending written notice to the Defaulting Party providing the termination data for this Agreement (the "Early Termination Notice") and Customer shall pay to Eligo an Early Termination Fee in the amount stated below; or (3) the Defaulting Party shall pay to the Non-Defaulting Party as liquidated damages a settlement amount (the "Settlement Amount") as follows: The Settlement Amount shall equal the greater of (1) Retail Margin, plus Supply Termination Costs or (2) an early termination fee that is equal to the remaining Agreement kWh multiplied by $0.02/kWh; or (3) maximum allowed by law. As used herein, the following terms shall have the following meanings: "Enforcement Costs" means any attorney' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement. "Remaining Performance" means the remaining performance, including kWhs, under this Agreement for the remainder of the relevant Term had it not been terminated early, based on historical usage. "Retail Margin" means the amount of Eligo's forecasted retail margin under this Agreement, determined based on the differential between wholesale and retail market prices at the time of this Agreement or any extension hereof, allocable to the Remaining Performance. "Supply Termination Costs" means any loss or cost that Eligo would incur in terminating or liquidating the portion of any supply contracts, hedges, or related trading positions or arrangements held by Eligo allocable to the Remaining Performance, whether or not such action is taken. Eligo shall calculate the Settlement Amount in its commercially reasonable discretion, including where applicable Eligo estimates of market prices and forward market prices. Such calculation shall be included in any Early Termination Notice provided by Eligo or, if the termination date selected by Eligo is after the date of the Early Termination Notice or Customer delivers the Early Termination Notice, Eligo shall provide such calculation to Customer that owes it within five (5) business days after such notice is received. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

IX. FORCE MAJURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the Utility; electric grid interruption; earthquake; war; or riot. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event or Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Illinois or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Alternative Dispute Resolution and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award or arbitration may be confirmed in a court of competent jurisdiction. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. RELATIONSHIP OF PARTIES

Eligo is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. Eligo is not acting as Customer's consultant or advisor, and Customer shall not rely on Eligo in evaluating that advantages or disadvantages of any specific product or service, predictions about future energy prices or any other matter.

XII. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility, independent Service Operator ("ISO"), Regional Transmission Operator ("RTO"), other regulated service provider, or requirements, actions or failure to act on the part of governmental authorities, alters to the detriment of Eligo its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Eligo may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation. Before any such price revision, Eligo shall provide 30 days written notice to Customer of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XIII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the, residual, lawful obligations that arise under this Agreement.

XIV. INDEMNITY

Eligo shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from Eligo's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold Eligo harmless against all claims and liabilities arising at and after the delivery of the retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Eligo's negligence or breach of this Agreement.

XV. ASSIGNMENT

Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

XVI. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Eligo warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS ELIGO'S ONLY WARRANTY CONCERNING THE SERVICE PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSES OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNATIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, ELIGO'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO ELIGO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may only be amended by a written instrument executed by both Parties. Any attachment, exhibit, or addendum executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement as of the effective date of such attachment, exhibit, or addendum. In the event of a conflict between the terms of the General Terms and Conditions and any attachment, exhibit, or addendum, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and Eligo's subsequent execution or performance of this Agreement.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.

State Disclosure(s): The following provisions apply only to Point of Service Locations located in the relevant state. ILLINOIS: Eligo will not submit or execute a change in requested service unless and until Customer has properly executed a Letter of Agency in accordance with 815 ILCS 505/2EE. Eligo's Illinois license was granted in Order No. 13-0293. WASHINGTON, D.C.: The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. MARYLAND: The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. OHIO: Customer has the right to request from Eligo twice within a twelve-month period to twenty-four months of Customer's payment history without charge; Customer may be charged switching fees by the Utility. The Ohio

Public Utilities Commission's toll-free telephone number is (800) 686-PUCO (7826) and website address is www.puco.ohio.gov/puco/. NEW YORK: The dispute or complaint relating to Customer may be submitted by either party at any time to the Department of Public Service ("DPS") pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at (800) 34-3377 or by writing to the DPS at : New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov. PENNSYLVANIA: The Pennsylvania Public Utilities Commission's toll-free telephone number is (800) 692-7380 and website address is www.puc.pa.gov. MICHIGAN: The Michigan Public Service Commission toll-free telephone number is (800) 292-9555 and website address is www.michigan.gov/mpsc/. MASSACHUSETTS: The Massachusetts Department of Public Utilities telephone number is (617) 305-3500 and website address is www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/dpu CONNECTICUT: The Connecticut Public Utilities Regulatory Authority (PURA) may be contacted at Ten Franklin Square, New Britain, CT 06051; Ph: 860-827-1553; www.ct.gov/pura.

IN WITNESS WHEROF, the parties hereto have executed this Agreement effective April 25, 2018.

As to Customer

Customer:

Signature:

Name:

Title:

Date:

As to Supplier

Supplier: Eligo Energy NY, LLC

Signature:

Name:

Title:

Date:

Please email the entire signed contract to **contracts@eligoenergy**.com or fax to **312-588-7287**
Quote expires April 26 2:59 PM CDT

Contract Id: 531313