

Customer Electric Supply Agreement Terms and Conditions of Service

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²).

Supply Agreement Disclosures		
Legal name	MC Squared Energy Services, LLC (mc²)	
Business address	175 West Jackson Blvd, Suite 240 Chicago, IL 60604	
Service charges for term	Fixed rate of \$0.06950 per kWh until the March 2026 billing cycle.	
Fixed monthly charge (if any)	\$0.00	
Fixed monthly charge terms (if any)	N/A	
Contract and renewal terms	Contract Term – The term will begin with the first billing cycle your rate change is confirmed with ComEd and continue until the March 2026 billing cycle.	
	Renewal Terms - This contract will automatically renew. mc ² will send two (2) notices of your <u>automatic renewal</u> , including the new price information and renewal term, at least 30 but not more than 60 days prior to the contract term end date. See below for more information.	
Termination fee (if any)	\$0.00 You have the right to terminate your agreement with alternative retail electric suppliers at any time without any termination fees or penalties.	
Deposit/prepayment (if any)	\$0.00	
Switching fees (if any)	\$0.00	
Guarantee(s) of Customer Savings (If any)	N/A	
Rescission	You may rescind this contract by notifying mc² or the utility within ten (10) calendar days after the date on the electric utility's written notice to the customer confirming the switch. To rescind this agreement, contact mc² at cancel@mc2energyservices.com or call 1-855-740-9992; or contact ComEd at 1-800-334-7661.	
Supplier disclosure	mc^2 is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc^2 is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program.	

Supply Agreement Disclosures (CONT)			
Utility Responsibility	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.		
Contact Information (Toll free phone numbers)	MC Squared Energy Services 1-855-740-9992 Utility ComEd 1-800-334-7661 ICC 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.		

Scope of mc² Service

You appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES). mc² agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc² to obtain all data necessary so that mc² can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

Price

You agree to pay the Fixed Price per kWh for the Term Length as specified above in the Supply Agreement Disclosure of this Agreement. You also agree to pay mc² all applicable taxes and any other governmental fees. In addition to mc² electricity supply charges, Utility distribution charges and related taxes will be itemized separately by the Utility in your Utility bill and are not included in this Agreement. You are responsible to pay the Utility for these charges.

Utility Price Disclosure Statement

MC Squared Energy Services, LLC (mc²) is not the same entity as your electric delivery company. You are not required to enroll with mc². As of September 2025, the electric supply price to compare to is currently 10.027 cents per kWh¹. The electric utility electric supply price will expire on September 30, 2025. 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 PlugInIllinois.org.

¹ The electric supply price to compare is for residential customers. Electric supply price to compare for other rate classes (in cents per kWh) that are currently applicable include: Watt-hour Non-Electric Space Heating 10.061; Demand Non-Electric Space Heating 10.173; Nonresidential Electric Space Heating 9.335; Dusk to Dawn Lighting 4.744; General Lighting 8.792.

Term

mc² will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

Billing and Payment

The cost of your power and energy from mc² will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc² for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

No Savings Guarantee

mc² does not guarantee that your mc² price will be lower than the ComEd rate for any or all billing periods of your contract.

Renewal

Unless otherwise specified, mc² will send notice at least 30 but not more than 60 days prior to the contract end date for one of the following options:

- a. Automatic Renewal Notice or New Contract Notice: If mc² opts to renew or extend this agreement, the renewal notice will offer to extend the Customer's contract at a specified price and term. THE CUSTOMER MUST PROVIDE NOTIFICATION TO CANCEL THIS RENEWAL OFFER WITHIN 30 DAYS OF THE RENEWAL NOTICE DATE. AFTER 30 DAYS, THE RENEWAL OFFER WILL BE DEEMED ACCEPTED, AND THE CUSTOMER'S CURRENT CONTRACT WILL BE AMENDED ACCORDINGLY.
- b. **Contract Expiration Notice**: If mc² opts not to renew or extend this agreement, your account will be returned to ComEd's bundled tariff rate and you will be responsible for arranging your new electricity supply service.

If you cancel the renewal agreement or your contract expires without a renewal, mc² will return your service to ComEd's bundled tariff rate.

Except as otherwise set forth in this Agreement or required by applicable law, two notices for the renewal will be provided as follows:

- 1. First Notice: Electronic mail to the email address provided by you to mc2 unless you request U.S. Mail.
- 2. Second Notice: Written letter by U.S. Mail to the mailing address provided or post card by U.S. mail if a written letter by U.S. Mail is chosen for the first notice.

Customers may update any changes to their email or mailing address through the My Account Portal on www.mc2energyservices.com or call mc² at 1-855-740-9992 or email changes to info@mc2energyservices.com.

CANCELLATION NOTICES MAY BE SENT ELECTRONICALLY TO cancel@mc2energyservices.com OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc² 175 West Jackson Blvd., Suite 240 Chicago, IL 60604

Fax: (877) 281-1279

OR CAN BE CALLED IN TO: 1-855-740-9992

Termination

In addition to any other remedies mc² may have, this Agreement may be terminated by mc² upon a 30 day notice to the customer if you move, you cease to be a Utility customer or you become ineligible for Utility Consolidated Billing. You may terminate this Agreement with mc² at any time without any termination fees or penalties by notifying us at 1-855-740-9992. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

Adverse Material Change

This Agreement may be revised at any time by mc² in the event of the occurrence of an event beyond mc² reasonable control that materially alters the obligations of mc² in performance of this Agreement. In such circumstances, mc² will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc² may terminate this Agreement.

Community Solar

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(I) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.

Community Solar Arranged By Customer

To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project, the community solar generation credit will be exclusively provided from the Customer's utility to Customer and shall be placed on Customer's utility bill by Customer's utility pursuant to the terms of Section 16-107.5(I)(3) of the Public Utilities Act. Customer need not take further action with mc² to effectuate such a subscription or other interest. Customer acknowledges and agrees that mc² is not responsible for the accuracy of the utility's credit value.

Notices

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

Assignment

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc² may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc² suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc² to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Entire Agreement Amendments

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

Emergency, Outage and Wire Service

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²s toll-free telephone number at 1-855-740-9992 between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc² at (877) 281-1279, emailing mc² at info@mc2energyservices.com or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is www.icc.illinois.gov/.

Dispute Resolution

In the event of a dispute between you and mc^2 , you and mc^2 both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.

UNIFORM DISCLOSURE STATEMENT

Name: MC Squared Energy Services, LLC (mc²)

Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604

Internet Address: www.mc2energyservices.com

Phone: 1-855-740-9992

Hours of Operation: 8AM to 5PM Central Prevailing Time (CPT)

Rates and Product Information			
Price (in cents per kWh) and number of months this price stays in effect:	6.95 cents per kWh until the March 2026 billing cycle.		
MC Squared Energy Services (mc²) is not the same entity as your electric delivery company. You are not required to enroll with mc². Beginning on September 2025, the electric supply price to compare is 10.027 cents per kWh. The electric utility electric supply price will expire on September 30, 2025. 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 PlugInIllinois.org .			
Other periodic charges:	None		
Length of contract:	The term will begin with the first billing cycle your rate change is confirmed with ComEd and continue until the March 2026 billing cycle.		
Price after the initial price:	N/A		
Contract Renewal			
Contract Renewal:	Automatic Renewal		
Right to Rescind and Terminate			
Rescission:	You have a right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility's written notice confirming the switch of your supplier. You may call us at 1-855-740-9992 or your utility at 1-800-334-7661 to rescind.		
Termination:	You have the right to terminate an agreement with an alternative retail electric supplier AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES. You may call at us at 1-855-740-9992 to terminate this 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 MC Squared Energy Services, an independent retail electric supplier. If you enter in a contract with the seller, you will be changing 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 consumer group program, unless the ARES is, through the consumer group, offering services at prices, term and conditions that are available solely to members of that organization, 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 1-800-524-0795. For information about the price to compare (PTC) of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date of Solicitation: Agent Name and ID (if applicable):