



## ILLINOIS RESIDENTIAL AND SMALL COMMERCIAL TERMS AND CONDITIONS - GAS

1. **NATURAL GAS SALES AGREEMENT:** These Terms and Conditions between Vista Energy Marketing, L.P. (“Seller”) and the Buyer identified during enrollment (“Buyer”) along with the Welcome Letter sent to the Buyer sets forth the Entire Agreement (“Agreement”) in which the Buyer will purchase natural gas from the Seller. This Agreement and its obligations herein are subject to credit approval of Buyer prior to initial delivery of natural gas and throughout the term of this Agreement. The Seller is an Alternative Gas Supplier (“AGS”) licensed by the Illinois Commerce Commission (“ICC”). Seller determines the commodity prices and fees that Buyer pays. Your Local Distribution Utility (“LDU”) delivers all natural gas to Buyer. The Federal Energy Regulatory Commission regulates pipeline transmission rates. The ICC regulates distribution rates.

2. **CONTACT INFORMATION AND CUSTOMER SERVICE:** Buyer may contact Seller with any questions, comments, concerns, or complaints regarding any products the Seller offers. Please contact Seller by calling toll free 1-888-508-4782, on the Seller’s website at [www.vistaenergymarketing.com](http://www.vistaenergymarketing.com), by fax at 832-213-0301, by writing to Seller at 4306 Yoakum, Suite 600, Houston, TX 77006, or by emailing Seller at [customerservice@vistaenergymarketing.com](mailto:customerservice@vistaenergymarketing.com). If the Buyer is not satisfied with the Seller’s response, Buyer may contact the ICC’s Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTYTDD hearing-impaired customers. Buyer may also visit the ICC’s website at [www.icc.illinois.gov](http://www.icc.illinois.gov).

3. **RIGHT OF RECISSION:** A Residential or Small Commercial customer (both defined below) may rescind this agreement within ten (10) business days after the listed date on the LDU’s written notice of your enrollment with Seller. A Residential or Small Commercial customer also has the right to cancel this Agreement without incurring a termination fee by contacting Seller within ten (10) business days of the issue date of your first bill from your LDU. Buyer will receive one (1) last invoice from the Seller after notifying Seller of cancellation. Buyer is responsible for all charges incurred during the time they were served by the Seller. A Residential customer is defined as one who receives gas utility service for household purposes distributed to a dwelling of two (2) or fewer units which is billed under a residential rate and is registered by a separate meter for each dwelling unit. A Small Commercial customer is defined as a nonresidential retail customer of a natural gas utility who consumed five thousand (5,000) or fewer therms of natural gas during the previous year.

4. **RATE PLANS:** Buyer will pay their invoice for natural gas usage to the LDU. Buyer’s invoice will be calculated by multiplying the price per therm of gas used determined by the Buyer’s rate plan as described in the Welcome Letter by the amount of gas used during the billing cycle plus any and all applicable taxes, fees, and charges invoiced by the LDU for transportation, distribution, and other services plus any monthly administrative or miscellaneous charges associated with the Buyer’s rate plan and described in the Welcome Letter. Available rate plans:

- **Variable Rate Plan** – Buyer’s rate reflects the wholesale cost of natural gas plus market and non-market factors (including Seller’s costs, expenses, and margins), and may or may not be lower than the LDU’s published price. Buyer may pay a monthly administrative or miscellaneous charge specified in the Welcome Letter. The Variable Rate will not exceed the monthly Natural Gas intelligence First of Month Chicago rate plus \$0.60 per therm.
- **Fixed Rate Plan** – Buyer’s rate is fixed for the term of the Agreement as specified in the Welcome Letter. Buyer may pay a monthly administrative or miscellaneous charge specified in the Welcome Letter.
- **Index Rate Plan** – Buyer’s rate is calculated by taking the monthly Natural Gas Intelligence First of Month Chicago rate plus the rate adder specified in their Welcome Letter.
- **Winter Fixed & Summer Variable Plan** – Buyer’s rate is fixed for the November to March term of the Agreement as described in the Welcome Letter. Buyer’s rate for the April to October term of the Agreement will be the Variable Rate Plan. Buyer may pay a monthly administrative or miscellaneous charge specified in the Welcome Letter.
- **Guaranteed Lower Rate Plan** – Buyer’s rate may change from month to month but will be less than the rate Buyer would have received for natural gas service from the LDU for the period specified in the Welcome Letter.



5. **TERM AND RENEWAL:** The Initial Term shall begin on the LDU's meter reading date when Seller initially provides service and will continue for the length of time shown in the Welcome Letter. Prior to the end of the Initial Term, Seller may send Buyer a renewal offer ("Renewal Notice") to the service address on record with a new Rate and Term. If the Seller does not send a Renewal Notice to Buyer or Buyer does not respond to the Renewal Notice, then this Agreement will renew automatically on a month to month term and the Buyer will be placed on the Variable Rate Plan.

6. **BILLING AND PAYMENT:** LDU will continue to invoice Buyer for all natural gas, distribution, applicable taxes or any other charges as mandated by the State of Illinois or Local Municipality. LDU will invoice Buyer for all gas volumes consumed by Buyer in accordance with the meter read information received from LDU. Buyer's payment terms and late payment terms will be governed by the terms of LDU's tariff. If the Buyer disputes the amount of any such invoice or any part thereof Buyer will pay such amount as it concedes to be correct. Seller will not pay or arrange for payment of any outstanding debts owed by the Buyer to LDU or a previous natural gas supplier. Seller may cancel this Agreement with notice if Buyer does not pay LDU invoice, and Buyer will be subject to any applicable early termination fees.

7. **TAXES:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise, and/or ad valorem tax (all hereby known as "Taxes") and will reimburse Seller if the seller is required to remit such Taxes in connection with this Agreement.

8. **EARLY TERMINATION AND CANCELLATION:** Residential customers will pay an early termination fee of \$50 if you cancel this Agreement prior to the end of the Initial Term or subsequent renewal term, unless the Seller waives the early termination fee or states otherwise in the Welcome Letter. Small Commercial customers will pay an early termination fee of \$150 if you cancel this Agreement prior to the end of the Initial Term or subsequent renewal term, unless the Seller waives the early termination fee or states otherwise in the Welcome Letter. The early termination fee will not be charged if the Buyer has canceled this Agreement within ten (10) business days of the issue date of your first bill from LDU containing Seller's charges. Buyer may also cancel this Agreement without any penalty if they move locations, provide reasonable evidence Buyer is no longer at the location, and can provide a new address for service. In the event a Large Commercial customer (defined below) is served under and terminates this Agreement for any reason prior to its expiration date, Buyer shall remain liable for the cost of natural gas that would have otherwise been delivered for Buyer's account, unless the Seller waives the early termination fee or states otherwise in the Welcome Letter. This amount shall be referred to as the "Settlement Amount" and shall be the sum of (i) any remaining amounts due under this Agreement; and (ii) an amount representing the then current replacement value of this Agreement together with, but without duplication, all losses and costs incurred by Seller as a result of maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement. A Large Commercial customer is defined as a nonresidential retail customer of a natural gas utility who consumed more than five thousand (5,000) therms of natural gas during the previous year. The Buyer is responsible for all charges incurred up to the cancellation date.

9. **REGULATION AND REGULATORY EVENTS:** Buyer and Seller agree that the purchase and sale of natural gas is and shall remain subject to any existing or future changes made by the LDU or associated pipeline company. Further, this Agreement is subject to any and all existing and future valid laws, orders, directives, rules and regulations of the regulatory bodies having jurisdiction over the parties and this transaction. In the event a Regulatory Event (a material change in any law, rule, regulation, or price structure) causes Seller to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through such costs to Buyer.

10. **INFORMATION RELEASE AND AUTHORIZATION:** The Buyer hereby designates the Seller as their authorized agent and authorizes the Seller to obtain credit history, billing history, payment history, and historical usage. The Buyer authorizes the release of this information by acceptance of this agreement. This authorization is in effect for the Initial Term and any subsequent renewal term. Buyer may send in written notice to seller to rescind authorization.

11. **FORCE MAJEURE:** The Seller will be excused for performance under this Agreement for events of Force Majeure declared by LDU or the Seller. Force Majeure is defined as causes beyond the reasonable control of LDU and the Seller. Force Majeure events include, but are not limited to, acts of God, terrorism, sabotage, and natural occurrences.

12. **SEVERABILITY AND ASSIGNMENT:** If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any



other provision of the Agreement. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller, without the consent of Buyer, may assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement.

13. **GOVERNING LAW:** The laws of the State of Illinois govern this Agreement.

14. **LIMITATION OF LIABILITY AND WARRANTIES:** SELLER WILL NOT BE LIABLE FOR ANY TYPE OF SPECIAL, PUNATIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE RESULT OF NEGLIGENCE. ALL OTHER LIABILITY WILL BE LIMITED TO ACTUAL DAMAGES ONLY, AND WILL BE THE EXCLUSIVE REMEDY. BUYER WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY AND THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS". SELLER DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESSED OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED 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.

15. **EMERGENCY:** BUYER SHOULD CONTACT LDU FOR ISSUES REGARDING EMERGENCIES (E.G. GAS ODOR AND LEAKS), LDU RATES, METERING, OR OTHER ISSUES REGARDING YOUR LDU SERVICE.

16. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver"

17. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

LDU Contact Information:

Nicor Gas	888-642-6748
Peoples Gas	866-556-6002 (Emergencies); 866-556-6001 (Customer Service)
North Shore Gas	866-556-6005 (Emergencies); 866-556-6004 (Customer Service)