



**FUTURE NOW ENERGY LLC ("Future Now Energy")**  
**VARIABLE RATE PLAN**  
**TERMS AND CONDITIONS**

**KEY TERMS:**

Natural Gas Rate: Variable Rate

Rebate: 10% of Natural Gas Charges

Site Administration Fee: \$6.99/month

Cancellation Fee: No cancellation fee for first 60 days; \$50.00 thereafter

Term: Monthly

**THIS AGREEMENT**

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We agree to supply natural gas to you and you agree to pay us for natural gas based on the terms and conditions of this Agreement. You have entered this Agreement by means of a telephone conversation between you (or an authorized representative) and a third-party marketing representative hired by Future Now Energy. All the terms included in this Agreement were explained and agreed upon by you in a third-party verification (recorded call). Future Now Energy will keep a copy of the recorded call as part of its records.

**PRICE AND TERM**

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**Variable Natural Gas Rate.** You agree to a variable energy rate which may change from month to month. In determining our price, Future Now Energy considers daily average market prices together with changes in taxes, fees, and costs of operation.

**Rebate.** A rebate of 10% of your natural gas charge, excluding taxes and fees, will accrue during the Term. The Accrued Rebate is payable in two parts. A quarterly rebate of 5% becomes payable during the third quarter and every quarter thereafter. A lump-sum payment for the other 5% is payable during the 9<sup>th</sup> quarter of this contract. Rebate amounts less than \$100 will be carried forward to future quarters for payment. Rebate accruals will not be paid if the Agreement is cancelled or terminated prior to the quarter in which the rebate becomes payable.

**Site Administration Fee.** A set amount we charge for the supply of energy on a per site per billing cycle basis. The administration fee is \$6.99 per month.

**Cancellation Fee.** If you terminate within the first 60 days, there will be no cancellation fee. After 60 days, there will be a \$50 cancellation fee.

**Term.** You will receive a letter from Nicor Gas confirming the switch to Future Now Energy. From the date the utility sends the notice, you will have 10 business days before the switch will become effective. This Agreement will renew monthly thereafter until cancelled or terminated (the "Term"). If you would like to rescind this switch, please contact Future Now Energy at 1-855-255-3616 or Nicor Gas at 1-888-642-6748 within 10 business days.



## **BILLING AND PAYMENT**

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**Billing.** Nicor Gas will bill you regularly, based on the most current contact information you have provided to them. The Nicor Gas bill will include Nicor Gas's distribution charges and a separate section labelled "Additional Products and Services" for Future Now Energy's natural gas charge and any other fees described in this Agreement.

**Late Payments.** If we do not receive your payment in full by the Payment Due Date indicated on your Nicor Gas bill, we may charge you a Late Payment Charge of 3.25% of any amount you owe to us that is not paid in the billing cycle following the billing cycle in which the amount was originally billed.

**Payment.** You must pay our portion of the Nicor Gas bill in full by the Payment Due Date. Payments on our behalf should be made directly to Nicor Gas.

## **TERMINATING THIS AGREEMENT**

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**Your Termination Rights.** You may cancel this Agreement at any time. We will begin the de-enrollment process through Nicor Gas within 5 days of notification. You will be responsible for all natural gas charges and other fees up to and including your final bill. Nicor Gas will determine an estimated end date based on your regular billing cycle and the cancellation date and you will receive one final bill (typically within 20-30 days).

**Our Termination Rights.** We may terminate all or a portion of the Agreement without penalty: Immediately on notice to you if you do not fulfill any of your obligations under this Agreement; if you become insolvent; if Nicor Gas terminates your natural gas service; if you are not eligible to participate in Nicor Gas's Customer Select Program; if the Illinois Natural Gas Choice Program ends; or if Nicor Gas terminates its Customer Select Program.

## **OTHER TERMS**

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Future Now Energy may assign this Agreement to another Illinois Commerce Commission ("ICC") certified Alternative Gas Supplier authorized to supply natural gas in Nicor Gas service area of Illinois. You will receive no less than 30 days' notice prior to the assignment.

Future Now Energy makes no representations, guarantees, or warranties other than those expressly stated in this Agreement. Future Now Energy expressly disclaims any other promises, guarantees, warranties, expressed or implied by our third-party marketing representatives.

## **CUSTOMER SERVICE**

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In case of any questions, please contact our Customer Care Center at 1-855-255-3616 or [customercare@futurenowenergy.com](mailto:customercare@futurenowenergy.com) or Nicor Gas at 1-888-642-6748.

## **GOVERNING LAW**

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This Agreement will be governed by the laws of Illinois and the laws of the United States applicable in Illinois and will be treated as an Illinois agreement.