



Robison Energy, LLC
New York Electric Sales Agreement - Commercial

Customer Information				
Business Name:				
Contact Name:			Email:	
Phone:			Tax Exempt: Yes ___ No ___ Partial ___	
Company Address:				
Billing Information				
Usage Variance: 100%			Billing: Utility Consolidated	
Billing Contact Name:			Billing Phone:	
Billing Email:			Billing Address:	
Account Information				
Utility*	Account Number	Rate Class	Annual Usage	Service Location

*Please see Eligibility Section in the Terms and Conditions for accepted utilities and Utility Abbreviations.

Customer Disclosure Statement

Energy Services Company (“ESCO”) Information	<p>Robison Energy, LLC www.robisonpowerandgas.com Ph: 1-877-927-1992 service@robisonpowerandgas.com</p> <p>Robison Energy, LLC will charge you for generation services on your utility bill based on the terms of the Customer Disclosure Statement and Terms of Service.</p>
Contract Price & Product Type (Fixed or Variable and, if variable, how the price is determined)	<p>Fixed at \$ _____ / Kilowatt-hour (kWh) includes GRT</p> <p>The Contract Price does not include taxes or utility-related charges. Fixed rate products may be modified due to subsequent change in law per the regulatory change section of the terms & conditions. See Contract Price for more information on how price is determined.</p>
Process customer may use to rescind the agreement without penalty	<p>There are no contractual rights to rescind without penalty or without calculation of an Early Termination Fee.</p>
Length of agreement and end date (“Initial Term”)	<p>_____ Months</p>



Amount of Early Termination Fee and method of calculation	The Termination Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by Robison in a commercially reasonable manner.
Amount of Late Payment Fee and method of calculation	Customer agrees to pay a late payment fee of 1.5% per month or the maximum amount permitted by law.
Provisions for renewal of this agreement	You will receive a written notification 30 to 60 days prior to the expiration date of the Initial Term. These notifications will explain your future options. If you take no action after the initial term of this Agreement expires, this Agreement will automatically renew on a month-to-month basis under Robison's Competitive Market Price Program without cancellation fee or providing additional notification, which will charge a variable rate based on then-current market conditions.
Conditions under which savings to the customer are guaranteed	None

I have read and agree to the terms and conditions of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Robison for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Robison for the accounts listed in the Electric Disclosure Statement, in accordance with the Transaction Terms and Conditions which I am accepting as part of my enrollment with Robison. This Agreement is with Robison Energy, LLC, an Electric Generation Service Provider, NOT the Electric Distribution Company.

ROBISON RESERVES THE RIGHT TO REJECT ANY AGREEMENT FOR ANY REASON.

Seller: Robison Energy, LLC	Customer:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Robison Energy, LLC Commercial Terms of Service

Robison Energy, LLC (“Robison” or “we” or “our”) agrees to sell, and you agree to buy, your electric generation service for your business at the price and on the terms and conditions as specified in the Electric Disclosure Statement, and in this Transaction Terms and Conditions. Price and other terms of this Agreement are subject to change as provided below. This Transaction Terms and Conditions together with your (“I” or “you” or “Customer”) signed Electric Disclosure Statement consist of the agreement for electric service between you and Robison (“Agreement”).

Key Definitions

Customer Charge – The basic service charge to partially cover costs for billing, meter reading, equipment, and service line maintenance. If you select a new supplier, the name, address, and telephone number for both your distribution and supplier company will appear on your bill.

Default Service Provider – this is typically the electric utility that provides generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or no longer receive generation services from another supplier.

EDC – the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PSC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.

Early Termination Fee – the fee assessed to cover damages to fixed rate customers or to cover administrative costs to variable customers that cancel or cause their accounts to be

cancelled prior to the completion of the term of their service agreement.

Fees –taxes, fees, assessments, government charges and charges levied by your EDC for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, EDC taxes, gross receipts taxes, and sales or use taxes imposed on Robison and/or you by federal, state, and/or local authorities that we pass through to you.

Fixed Plan – the period during which you have authorized us to supply you at the agreed upon and term and price described in the Electric Disclosure Statement.

Generation Charge – the charge for producing electricity. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

Rate – the fixed amount per kWh charged to you for supply charges. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service.

Eligibility: By entering into this Agreement, you represent and agree that the account(s) served by Robison under this Agreement is (are) (i) commercial account(s) in your utility’s service territory, (ii) the account information listed on the Electric Disclosure Statement is complete and accurate, (iii) that your total aggregated annual usage does not exceed 1,000,000 kWhs annually, and (iv) your account is not classified as a protected class under the New York’s Reset Order. You confirm that you are the customer of record for this electric account, and that you are authorized to make the supplier change for the account information in the Electric Disclosure Statement. Participation in the program is subject to the rules of their EDC. Please see below accepted Utility Service territories for this agreement:

Utility Abbr.	Utility Name	Utility Abbr.	Utility Name
ConEd	Consolidated Edison	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Term: Service shall commence on the first available Utility Transfer Date on or about the State date and will continue for the number of months thereafter as indicated by Contract Term on the Customer Disclosure Statement (“Initial term”). Robison will notify Customer in writing, at least 30 days and no more than 60 days upon the expiration of the Initial Term. These notifications will explain your future options. If you take no action after the initial term of this Agreement expires, this Agreement will automatically renew on a month-to-month basis under Robison’s Competitive Market Price Program without cancellation fee or providing additional notification, which will charge a variable rate based on then-current market conditions.

Contract Price: Customer shall pay the price listed on Customer’s Consumer Disclosure Statement multiplied by the amount of electricity used (per kWh) in a billing cycle. The price for both the initial and renewal term includes non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or fees incurred in connection
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with delivery of energy. The Contract Price does not include Taxes (excluding GRT) and Utility Related Charges. The Contract Price may be modified due to a subsequent change in law per the Regulatory Change Section.

CES and RPS and TOTS Compliance Fees: The contract price includes the costs for transmission owner transmission solutions ("TOTS"), Tier 1 Renewable Energy Credits ("REC") and Zero-Emissions Credit ("ZEC") pursuant to the New York Clean Energy Standard ("CES"). An increase in costs resulting from changes occurring after the effective date of this Agreement to the cost estimate, cost allocation methodology, or system load/load-ratio share will be passed through and charged to Customer. The Contract Price does not include Tier 2 and Tier 4 REC requirements, when implemented such costs will be passed through to the Customer.

Billing: For your convenience, you will continue to receive one bill from your EDC including Robison's charges for Generation, and Generation Related Services for the electricity consumed during the billing cycle. Electricity consumption will continue to be measured or estimated by your EDC. You hereby agree to pay your bill on time in accordance with your EDC's billing and payment terms. For billing questions, call Robison toll free at 1-877-927-1992, or your EDC's customer service number.

Collection of Past Due Charges: Robison will pass through to you all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees. If Robison directly invoices you, you are required to pay our invoices by the due date set forth in the invoice. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT-REPORTING AGENCIES.

Taxes: Customer is responsible for paying any existing and/or new tax, which may be imposed during the Initial Term, associated with the Commodity sold at and after the Sales Point. The Purchase Price does not include taxes that are or may be the responsibility of the Customer. Customer will reimburse Robison for any taxes that Robison is required to collect and pay on Customer's behalf and will indemnify, defend, and hold Robison harmless from any liability against all Customers' taxes. If Customer is tax exempt; Customer must furnish Robison an exemption certificate before service commences.

Regulatory Change: If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, PJM agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Company's costs ("Change in Practice"), Company shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change. If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby Company is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Company is unable to economically continue this Agreement, Company shall have the right to cancel this Agreement on 15 days' notice to Customer. Such termination will not constitute a breach of this Agreement.

Cancellation for Nonpayment: If your electric service is terminated by your Utility, you fail to pay any amount due under this Agreement, or Robison receives notice from your Utility that you are delinquent in payments for sixty (60) days, or more, then this Agreement will be cancelled on the date that your electric service is terminated, or upon fifteen (15) days written notice from Robison of its intention to cancel under this Section. You will be subject to all applicable Penalties and Fees as described in this Agreement, including the Early Termination/Cancellation and Collection of Past Due Charges sections.

Early Termination/Cancellation: You may terminate this Agreement by calling Robison at 1-877-927-1992, or your EDC. If Customer terminates this agreement during the term by either returning to Customer's EDC, terminating, or discontinuing service, or switches to another supplier, or any reason other than specifically for herein, Customer will be required to pay a Termination Fee. The Termination Fee shall be equal to the positive difference, if any, of the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by Robison in a commercially reasonable manner. The termination fee will be billed directly by Robison to you and paid by you directly to Robison. Payment is due within fifteen (15) days of the date of Company's invoice. Failure to pay on time may result in a late payment charge of 1.5% per month, or the maximum amount permitted by law. You will be liable to Robison for any costs or legal fees incurred by Robison related to the enforcement of this Agreement. Robison



reserves the exclusive right, at any time, to cancel this agreement (i) if the EDC identifies Customer's account as ineligible to shop for a retail provider or identifies Customer account as a protected class under the New York Reset Order (ii) Customer has net-metered accounts (iii) if Customer's monthly anticipated consumption increases or decreases as a result of Customer's enrollment and participation in or Customer's departure or withdrawal from the ReCharge NY program (iv) if the EDC removes Customer from the consolidated billing program and requires Robison to bill Customer separately for energy supply and (v) Customer's annual usage exceeds the maximum usage threshold for this program outlined in the eligibility section of this agreement. The items above excluding items (i) and (v), would constitute a breach of this agreement and are subject to an early termination fee.

Agency: You hereby authorize Robison to obtain information from your EDC that includes, but is not limited to: phone number, billing history, payment history, historical and future electricity usage, meter readings, and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. Robison will not disclose phone number, social security numbers and/or account number(s) without my affirmative written consent other than for uses of Robison's own collections and credit reporting or assigning a customer contract to another EGS provider.

Title, Risk of Loss and Indemnity: Title to electricity will pass from Robison to you when we deliver it to the delivery point for your EDC. Robison will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC. Each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.

Limitation of Liability & Force Majeure: Certain causes and events out of the control of Robison (called Force Majeure events) may result in interruptions in service of supplying electricity. Robison will not be liable for the results of any such interruptions caused by Force Majeure events, including but not limited to acts of God, catastrophic weather events, acts of any governmental authority, accidents, strikes, labor disputes, changes in laws, rules or regulation by any governmental authority, or any cause beyond Robison's control. You agree that Robison's liability not excused by reason of force majeure or otherwise will be limited to direct damages only and that in no event shall Robison be held liable for any special, punitive, indirect, incidental, or consequential damages as a result of non-performance under this Agreement. Robison makes no representations or warranties other than those expressly set forth in this Agreement, and expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

Representations and Warranties: Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed the facility table is a residence. ROBISON MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Assignment: You shall not transfer or assign this Agreement or your rights hereunder without the prior written consent of Robison. Robison reserves the right to assign this Agreement without your consent to another EGS, including any successor, in accordance with the rules and regulations of the Public Utility Commission. Your terms and conditions will remain unchanged. In the event of an assignment, Robison will provide you with notice 30 days prior to the effective date of the assignment in accordance with PUC regulations.

Dispute Resolution: YOU AND ROBISON ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY

Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.



Questions, Complaints and Concerns: For any questions or concerns, contact Robison Customer Service by phone at 1-877-927-1992 Monday through Friday from 8:00 a.m. - 5:00 p.m. EST; in writing at 525 N Cleveland Massillon Rd, Ste 204, Akron, OH 44333, or online at www.robisonpowerandgas.com. For billing disputes or issues regarding volume or meter reading, Customer may also contact Customer’s utility. If Customer is not satisfied with the response, Customer can reach DPS at 1- 800-342-3377 (General Helpline), 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: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline). The Department of Public Service (DPS) will not resolve Non-Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies.

Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Robison’s right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. Indemnity obligations will survive termination.

I have read and agree to the terms and conditions of this Electric Choice Sales Agreement and acknowledge receipt of a copy of this agreement. I affirm that I am an authorized representative of the company listed above and that I have the authority to make decisions on behalf of the company regarding its choice of Robison for its electric generation supplier. By signing this Agreement, I authorize the change of my electric service provider from my current provider to Robison for the accounts listed in the Electric Disclosure Statement, in accordance with the Transaction Terms and Conditions which I am accepting as part of my enrollment with Robison. This Agreement is with Robison Energy, LLC, an Electric Generation Service Provider, NOT the Electric Distribution Company.

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Seller: Robison Energy, LLC	Customer:
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: