



2336 S. East Ocean Blvd., #204, Stuart, Florida, 34996
Customer Service: 1-866-534-8743 • fax: 772-872-5240

COMMERCIAL SUPPLY AGREEMENT FOR GAS AND ELECTRICITY ("AGREEMENTS")

Customer Information ConEd17

Business Legal Name: _____ Signing Date: _____ MONTH _____ DAY _____ YEAR
Phone: _____ Ext: _____ Cell: _____ Fax: _____ Email: _____

Service Address: _____ Street Address
City: _____ State: _____ Zip: _____

Consolidated Billing with ConEdison
Billing Address (if different from Service Address): _____ Street Address
City: _____ State: _____ Zip: _____

Offer for Natural Gas and Electricity Commodity Supply purchase: Initial Contact Date: _____ MONTH _____ DAY _____ YEAR
(I have scheduled an appointment.)

NATURAL GAS COMMODITY SUPPLY PRICE

[] _____ year(s) at _____ ¢ per therm (Price is valid until _____) Natural Gas Utility Name: Con Edison

Requested Start Date: _____ MONTH _____ DAY _____ YEAR Number of Locations: _____ Gas Account # or POD ID#: _____

ELECTRICITY COMMODITY SUPPLY PRICE

[] _____ year(s) at _____ ¢ per kWh (Price is valid until _____) Electricity Utility Name: Con Edison

Requested Start Date: _____ MONTH _____ DAY _____ YEAR Number of Locations: _____ Electricity Account # or POD ID#: _____

CUSTOMER DISCLOSURE STATEMENT INFORMATION:

- 1. Southern Energy Solution Group, LLC. ("SEG") sets both the natural gas and electricity commodity supply prices for this program as a fixed or variable cost per kWh/Therm, as selected above.
2. The Term for both the natural gas and/or electricity commodity supply Agreements ("Agreements") shall be as selected above.
3. Savings are not guaranteed under either the natural gas or electricity commodity supply Agreement, and are dependent upon market conditions.
4. No late payment fees shall apply from SEG, as billing is done by Con Edison.
5. SEG may renew (includes automatic renewal) the Agreement at the end of the term and will send you a written renewal notice describing the renewal. Please refer to section 2 of the terms and conditions for details.

SEG IS NOT THE UTILITY: I understand that the sales representative is representing SEG and is not from Con Edison.

I understand that by choosing SEG as my energy supplier, Con Edison will continue to deliver my energy, read my meter, bill me, and respond to electric outages or any other emergency. By enrolling with SEG I will receive a fixed or variable price and may receive a reduction of certain utility charges, which may include Merchant Function charges. This Agreement was completed via appointment and not walk-in basis.

(By signing below, I agree to purchase natural gas and/or electricity commodity supply from SEG and acknowledge that I have read this document and understand and agree to the terms and conditions of the Agreement.)

CONSUMERS RIGHTS TO CANCELLATION: I, THE CUSTOMER, MAY CANCEL THE AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNING AND RECEIVING THE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (WHICH I HAVE READ AND RECEIVED) FOR AN EXPLANATION OF THIS RIGHT.

Customer Signature _____ Customer Print Name _____ Title (I have authority to sign on behalf of the Account Holder) _____

Representative Signature _____ Representative Print Name _____ Sales Representative ID Number _____

Please email your completed form as a saved pdf to customerservice@soenergy-grp.com; or FAX a signed printout to:1-772-872-5240

TPV Confirm #

--To: Southern Energy Solution Group, LLC ("SEG") and Con Edison for the Service Address on this Agreement (my "Utility")

The Agreement(s) is/are for the Sale and Purchase of natural gas and/or electricity commodity and is between SEG and the customer ("Customer") under which Customer shall initiate natural gas and/or electricity commodity supply and begin enrollment with SEG (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), SEG agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by SEG, necessary to meet Customer's requirements based upon consumption data obtained by SEG or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of natural gas and/or electricity commodity delivered under the Agreement(s) is/are subject to change based upon data reflecting Customer's consumption obtained by SEG or the LDU's delivery schedule. I am the account holder, authorized representative of the account holder, over the age of 18 and authorized to make account decisions. I understand that continuing to receive the utility's budget billing services will depend on Con Edison. I will receive a letter from Con Edison informing me that I have chosen SEG as my supplier for natural gas and/or electricity.

TERMS AND CONDITIONS

1. Agency. Customer hereby appoints SEG as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas and/or electricity commodity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver natural gas and/or electricity commodity to the Customer's premises.

2. Term and Renewal. The Agreement(s) for commodities (natural gas and electricity) are binding after the Customer's "3 Day Cooling-Off Period" has expired. The 3 Day Cooling-Off Period is any time before midnight of the third business day, after signing and receiving a copy of this Agreement. The actual date that SEG begins supplying the Customer with electricity or natural gas commodity under the Agreement(s) shall begin on the date that the utility deems the switch to SEG effective ("Supply Date"). The "End Date" for both commodity Agreements is the number of years as selected on the front page of this agreement, from the Supply Date, plus any time required to obtain a final meter read. Should the account fail to be enrolled by Con Edison, SEG may contact the Customer to obtain this information in order to re-enroll the Agreement(s); which may extend the Supply Date of the Agreement(s). A new term will begin if either of the Agreements are renewed. SEG can renew either of the Agreements by sending the Customer a written renewal notice, not less than 30 days and not more than 60 days prior to the End Date, describing the renewal offer. SEG may automatically renew either of the Agreements, on the same terms and conditions, as described in the renewal notice, as chosen on the first page of the Agreement. The natural gas and electricity Agreements will not be automatically renewed if the Customer contacts SEG in writing by the date specified in the renewal notice to advise that they do not wish one or both of the Agreements to continue. SEG will require the Customer's express consent if either of the Agreements are renewed under the terms and conditions that differ from the renewal provisions above in this section.

3. Expected Gas/Electricity Commodity Supply Date. SEG will submit an enrollment request to Con Edison on Your behalf. For a gas commodity customer, a change of providers is effective no later than fifteen (15) calendar days prior to the next regularly scheduled meter reading date or estimated usage date for billing purposes (Or the first day of the month, in accordance with the provisions set forth in Con Edison's tariff); and for an electric commodity customer, a change of providers is effective no later than five (5) business days prior to Your next regularly scheduled meter reading date or estimated usage date for billing purposes. SEG expects its gas and/or electricity commodity customers to begin service no sooner than five (5) business days after the receipt of SEG's enrolment request to Con Edison. However, Con Edison makes no warranties as to a Supply Date for natural gas and/or electricity commodity. Gas commodity enrollments and electricity commodity enrollments may take place independently.

4. Natural Gas and/or Electricity Commodity Pricing and Billing. Unless otherwise agreed to in writing, the natural gas and/or electricity supply price for this Agreement shall be as selected on the first page of the Agreement, and does not include utility distribution service and other utility-related charges which are separate amounts that the Customer must pay to the utility. The Applicant acknowledges that their Utility will bill them for the Gas and/or Electricity delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of Gas and/or Electricity delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's Utility's billing practice and the Applicant's Utility's usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement, SEG may choose to bill the Applicant directly for all costs associated with the supply and delivery of Gas and/or Electricity to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of SEG billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that SEG bills the Applicant directly, SEG's billing terms will be as follows: SEG shall invoice the Applicant monthly for all amounts due to SEG pursuant to the Agreement for the applicable billing period. The Applicant shall pay to SEG in full any amounts owing by the due date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. SEG or the Applicant's Utility is entitled to revise any bill if necessary to account for any reassessment by the Applicant's Utility. The Applicant's Utility will determine the amount of Gas and/or Electricity that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and SEG will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonored checks, and any legal and collection costs. SEG shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by SEG or by the Con Edison.

5. Title. All natural gas and/or electricity commodity sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO load bus or Incumbent utility City Gate (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. SEG will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity commodity provided hereunder.

6. Termination. Commercial Customers: The Customer may rescind one or both of the Agreement(s) without penalty by providing SEG with notice within three (3) business days of signing or receiving the Agreement. The Customer may cancel this Agreement at any time by providing thirty (30) days written notice to SEG. For customers solicited via door-to-door sales, an Early Cancellation fee of \$100 for any Agreement with a remaining term of less than twelve (12) months or \$200 for any Agreement with a remaining term of more than twelve (12) months will apply if the Agreement(s) is terminated prior to the end of the Term selected on the front page. For all other commercial customers that early terminate either the natural gas and/or the electricity commodity supply Agreement(s), or if either Agreement was entered into during a scheduled appointment, Liquidated Damages fees of \$0.18 per therm/ccf and \$0.015 per kWh for the estimated usage of the gas and/or electricity commodity for the remainder of each Agreement will apply. These Early Cancellation fees shall apply if I cancel the Agreement(s) at any time after three (3) business days of either signing or receiving a copy of the Agreement(s). SEG may terminate the Agreement(s) by providing fifteen (15) days written notice to the Customer. Customer is liable for all SEG charges until Customer returns to the LDU or goes to another supplier.

A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

7. Assignment. Customer may not assign its interests in and delegate its obligations under the Agreement(s) without the express written consent of SEG. SEG may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the NYPSC.

8. Information Release Authorization. Customer authorizes SEG to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from Con Edison: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, is blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by SEG to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of the Agreement(s) shall constitute authorization for the release of this information to SEG. This authorization will remain in effect during the Initial Term and any Renewal Term of the Agreement(s). Customer may rescind this authorization at any time by providing written notice thereof to SEG or by calling SEG at 1-866-534-8743. SEG reserves the right to cancel the Agreement(s) in the event Customer rescinds the authorization (without liability or penalty). Customer may consent to providing SEG with a copy of their utility bill(s) in order to process their Agreement(s) with Con Edison. SEG will maintain the Customer's bill in a secure location, SEG will try its best efforts, but does not guarantee to provide or return the bill or a copy of the bill to the Customer upon request by the Customer.

9. Consumer Protections. The services provided by SEG to Customer are governed by the terms and conditions of the Agreement(s). SEG will provide at least 15 day notice prior to the cancellation of service to Customer. In the event of non-payment by the Customer of any charges owed to SEG, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the NYPSC. Customer may obtain additional information by contacting SEG at 1-866-534-8743 or the NYPSC at 1-800-342-3377, or by writing to the NYPSC at: New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

10. Warranty. This "Commercial Supply Agreement(s) for Natural Gas and/or Electricity" document (including the terms and conditions) constitute the entire Agreement for natural gas commodity supply and entire Agreement for electricity commodity supply between SEG and the Customer, and supersede any oral or written statements made in connection with the Agreement(s) or Customer's energy supply. Any changes to the Agreement(s) must be made in writing and agreed to by both SEG and the Customer. SEG makes no representations or warranties other than those expressly set forth in the Agreement(s), and SEG expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. SEG will make commercially reasonable efforts to provide natural gas and/or electricity commodity hereunder but SEG does not guarantee a continuous supply of natural gas and/or electricity commodity to Customer. Certain causes and events out of the control of SEG ("Force Majeure Events") may result in interruptions in service. SEG will not be liable for any such interruptions caused by a Force Majeure Event, and SEG is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its natural gas and/or electricity commodity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond SEG's control.

12. Liability. The remedy in any claim or suit by Customer against SEG will be solely limited to direct actual damages. By entering into the Agreement(s), Customer waives any right to any other remedy in law or equity. In no event will either SEG or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

13. Contact Information. Customer may contact SEG's Customer Service Center during regular hours (currently Monday to Friday 9:00 a.m. to 5:00 p.m. EST) and after hours at 1-866-534-8743 (contact center hours subject to change). Customer may write to SEG at: Southern Energy Solution Group, LLC 2336 S. East Ocean BLVD, #204, Stuart, FL 34996, or via email at customerservice@soenergy-grp.com. SEG's fax number is 772-872-5240.

14. Emergency Service. In the event of an energy emergency or service interruption, you should immediately call emergency personnel at your local utility/ LDU at the following numbers: Con Ed (800) 752-6633 – O&R (800) 533-5325 – Central Hudson (845) 452-2700 – Rochester Gas & Electric (800) 743-1702 – NYSEG (800) 572-1121 – National Fuel (800) 444-3130 – Niagara Mohawk (800) 892-2345 – Keyspan (718) 643-4050.

15. Dispute Resolution. Please contact SEG at 1-866-534-8743 for any disputes. In the event of a billing dispute or a disagreement involving ESCO's service, Customer should contact ESCO's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 888-697-7728.

16. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York, in the county of Kings. The Agreement(s) shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

17. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under the Agreement(s), shall be paid by Customer, and Customer agrees to indemnify SEG and hold SEG harmless from and against any and all such taxes. The Agreement(s) is/are subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder.

18. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby SEG is prevented, prohibited or frustrated from carrying out the terms of the Agreement(s), at its sole discretion SEG shall have the right to cancel the Agreement(s) on providing fifteen (15) days notice to Customer.

19. Delivery of Failure to Exercise Rights. No partial performance, delay or failure on the part of SEG in exercising any rights under the Agreement(s) and no partial or single exercise thereof shall constitute a waiver of such rights and of any other rights hereunder.

20. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.

NOTICE OF CANCELLATION

Date of Transaction: _____ / _____ / _____
MM DD YY
(Enter date of Agreement)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

– IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR SEND A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO: SOUTHERN ENERGY SOLUTION GROUP, 2336 S. EAST OCEAN BLVD, #204, STUART, FL 30248, NOT LATER THAN MIDNIGHT OF:

_____ / _____ / _____
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION.

Date of Cancellation: _____ / _____ / _____
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer's **Print Name**

Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

Natural Gas Account Number (if applicable)

Utility Name

Electricity Account Number (if applicable)

Utility Name