

Robison Energy Commercial LLC DBA Original Energy
One Gateway Plaza, 4th Floor,
Port Chester, NY 10573

Tel: 914-847-0319; Toll Free: 866-947-9148

Fax: 914-610-3575 Email: sales@originalenergy.com Web: www.originalenergy.com

Natural Gas & Electricity Agreement (Commercial Customers)

Sales Marketer:

Date: Click or tap to enter a date.

CUSTOMER INFORMATION								
Business Name:			Billing Contact:					
Street Address:			Billing	Street	Address:			
City, State & Zip:					tate & Zip:			
Contact Name:			Teleph					
Telephone:			Email:					
	CUS	TOMER DISCI	LOSURE S'	ГАТЕМЕ	NT			
CUSTOMER DISCLOSURE STATEMENT This Customer Disclosure Statement, Transaction Confirmation and the attached Natural Gas & Electric General Terms and Conditions (together, "Agreement") confirms the terms of the transaction entered into between Robison Energy Commercial LLC DBA Original Energy ("Seller"), and Customer. By signing below, Customer, on its own behalf or through its duly authorized representative, agrees to the terms of this Agreement. Customer certifies that it has read and understands the terms in this Agreement, and that the customer, banking, service location and utility account information provided herein is true and correct.								
	Natural Ga	s Transactio	n	Electric Transaction			ic Transaction	
Service Locations	Service Address: A/F mu	Itiple custom	ers as se	et forth	Service Address: A/F multiple customers as set forth on			
	on Exhibit A of this Agree	ement			Exhibit A of this Agreement			
(Additional pages / addendum may	Utility Account No.:				Utility Account No.:			
be attached if necessary)	Rate Class:				Rate Class:			
	Utility Meter No.:				Utility Meter No.:			
	-			Choose an item.				
Tax Status:	If tax exempt, m	ust attach ce	ertificate		If	tax exempt,	must attach certificate	
Delivery Point/Utility	Choose an item.	Agreement	t Type	Choos	e an item.	Billing Option	Choose an item.	
Purchase Price & Product Type (Fixed or Variable and, if variable, how the price is determined)	The Purchase Price excludes Utility distribution charges, Daily distribution Services (storage) & Peaking charges (when applicable) and sales tax. Utility line loss is included in price. Fixed \$0.			The Purchase Price excludes Utility distribution charges and sales taxes. Utility losses & current NYS clean energy standard mandatory minimums (REC & ZEC charges) are included in price. Fixed \$0.				
Process customer may use to rescind the agreement without penalty	_	s to rescind with	hout penali	y or with	out calculation o	f a Liquidation	n Value or Net Settlement amount.	
Amount of Early Termination Fee and method of calculation	The Early Termination Fee shall be equal to the positive difference between (A) the dollar amount Buyer would have paid to Seller under this Agreement for the non-physical Natural Gas & Electric components of the price had it not been terminated early (the "Contract Price"), and (B) the dollar amount Seller could resell such non-physical electric components of the price to a third-party for the remaining term of the Agreement under then-current Market Price, plus any additional costs incurred by Seller as a result of Customer's early termination.							
Amount of Late Payment Fee and method of calculation	Buyer agrees to pay interest on late payments from the due date until the date payment is made at 1.5% per month or, if lower, the maximum amount permitted by law.							
Provisions for renewal of this agreement	Upon the expiration of the Delivery Period, this transaction shall continue for successive one-month terms ("collectively the "Renewal Term") until either Party notifies the other in writing, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be a monthly variable Purchase Price, based on market conditions, unless otherwise agreed to in writing by the parties.							
Conditions under which savings to the customer are guaranteed	Savings are not guaranteed.							

Length of agreement and end date ("Delivery Period")	Begin: Click or tap to enter a date. End: Click or tap to enter a date. The service start date hereunder will be the date that the Utility en enroll Customer on the first meter read date within the Delivery Pe			
Special Provisions	 This Agreement is contingent upon Customer's eligibility for transportation service from its local natural gas and/or electric to In case of emergencies please contact your local utility directly. For inquiries related to your purchase please contact Seller a 947-9148 or toll free at 914-847-0319. Customer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods aff to residential customers do not apply; (b) upon any discontinuance of service by Seller, Seller will return the Customer to full service by the next effective drop date permitted by the utility and upon at least fifteen (15) days prior notice. The non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating Liquidation Value for each Transaction and aggregate all amounts owing between the parties under this agreement or any agreements between the Parties and their affiliates. 			

New York State Public Service Commission Consumer Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including: price and all variable charges or fees; length of the agreement; terms for renewal of the agreement; cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer. A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at www.dps.ny.gov.

You can find more information about your energy alternatives by visiting: www.askpsc.com

Buyer's Initials	Page 2 of 3	Sellers Initials



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Natural Gas & Electric Terms and Conditions (Commercial Customers)

General Terms and Conditions for the Purchase and Sale of Natural Gas ("Gas") & Electric Power ("Electricity")

The Customer Disclosure Statement, Natural Gas & Electricity General Terms and Conditions (together, a single integrated, "Agreement") constitute an agreement between <u>A/F multiple customers as set forth on attached Exhibit A</u> and *Robison Energy Commercial LLC DBA Original Energy — as dated on page 1 of this Agreement whereby Buyer is obligated to purchase and receive, and Seller is obligated to sell and deliver, for the Purchase Price as specified in the customer disclosure statement, the quantity of Electricity requested by the Customer and as estimated by Seller based upon consumption data obtained by Seller. The parties' obligations hereunder may only be interrupted by Force Majeure or utility interruption of service.

Billing & Payment: Buyer will either receive an invoice directly from the utility or Seller will bill Buyer for Commodity delivered hereunder and any other amounts incurred under this Agreement. Payment is due within fifteen (15) days of the date of Seller's invoice. If the volumes cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the volumes delivered. Seller will adjust Buyer's account following confirmation of the actual volumes delivered and will also adjust Buyer's account for amounts resulting from any discrepancy or adjustment advised, specified or required by a utility, or as a result of an adjustment to, or re-calculation of, Taxes. Buyer agrees to pay interest on late payments from the due date until the date payment is made at 1.5% per month or, if lower, the maximum amount permitted by law ("Interest Rate"). Buyer is also responsible for all costs, fees and expenses (including reasonable attorney's fees) incurred in collecting payment. If there is a material adverse change in the business or financial condition of Buyer (as determined by Seller at its discretion) or if Buyer fails to meet its payment obligations under this Agreement, or pay or post any required security deposit, then, in addition to any other remedies that Seller may have, Seller may terminate this Agreement upon 15 days' written notice to Buyer or, consistent with Seller's right to bill you directly or bill you through the utility, Seller may at your cost, transfer the account(s) to the utility "POR" (Purchase of Receivables) program if said accounts are not already in the program; in such cases, Buyer will be responsible for any additional charges Seller incurs as a result of switching Buyer to utility POR program.

Imbalances: For fixed price Agreements, the Seller shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs, or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("Imbalance Charges"). If Seller receives in any month an invoice from a Transporter that includes Imbalance Charges exceeding the level of usage as reflected in Appendix A ("base load") in the same month from the previous year by ten percent (10%) or more/less, the Seller may charge these chargers to the Buyer. Buyer is responsible to pay such Imbalance Charges.

<u>Disputes:</u> In the event of a dispute, the parties will use their best efforts to resolve the dispute promptly provided that (a) Buyer must pay the undisputed portion of the invoice by the due date, and (b) actions taken by a party exercising its contractual rights will not be construed as a dispute hereunder. The services provided by Seller to Customer are governed by the terms and conditions of this Agreement. In the event of a billing dispute or a disagreement involving Seller's service hereunder, Customer should contact Seller by telephone or in writing as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Agency and Point of Sale. (i) Natural Gas. If you are receiving natural gas service, you hereby designate Seller as your agent to: (A) arrange, enter into, and administer contracts and service arrangements between you and your Utility, and with the interstate pipeline transporters of your natural gas (including capacity release, rerelease, and recall arrangements); (B) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Delivery Points to your premises; (C) aggregate your natural gas with the natural gas supplies of Company's other customers in order for you to qualify for transportation of your requirements based on the consumption and other information that Company receives from your Utility. Seller, as your agent, will arrange for the transportation of natural gas to the Sales Points, from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. These services are provided on an arm's length basis and market-based compensation is included in the price for natural gas service. (ii) Electricity. If you are receiving electric service, you hereby designate Company as your agent to: arrange, enter into and administer transmission services (including those provided by your Utility) for the delivery of electricity. These services are provided on an arm's length basis and market-based compensation is included in the price for electricity service. (iii) Definitions. (a) "Sales Points" means: (i) for natural gas, a point or points located outside of the State of New York selected from time to time by Seller to assure service reliability; and (ii) for the electricity, a load bus or other point or points on the NYISO administered transmission system located outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address is located, selected from time to time by Company to assure service reliability; and (b) "Delivery Points" means: (i) for natural gas transported by interstate pipelines, the

Title: Title to, possession of and risk of loss in the Commodity will pass to Buyer at the Sales Point. Seller will be deemed in exclusive control of the Commodity and responsible for any damage, injury, charges, transportation fees, costs or losses until the Commodity has been delivered to the Delivery Point, and Buyer will be deemed in exclusive control of the Commodity and responsible for any damage, injury, charges, transportation fees, costs or losses at and the Delivery Point. Seller warrants that (i) it has good title to the Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

<u>Taxes:</u> Buyer is responsible for paying any existing and/or new tax, which may be imposed during the Delivery Period, 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 Buyer. Buyer will reimburse Seller for any taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's taxes. If Buyer is tax exempt; Buyer must furnish Seller an exemption certificate before service commences

Regulatory Changes & Laws: The Parties will comply with all applicable local, state and federal laws, tariffs, orders, rules, taxes, utility tariffs changes (ICAP changes) (storage / daily delivery service) (Peaking) and other regulations. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both Parties agree to comply with all such applicable laws, orders, rules and regulations. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Seller shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

Force Majeure: Neither Party will be liable for breaching this Agreement if the breach is due to a material, unavoidable occurrence beyond the Party's control ("Force Majeure Event"). This does not include inability to pay. Seller will not be liable for any such interruptions caused by a Force Majeure Event, and Seller is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the Utility (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Seller's control. Each Party will notify the other promptly upon learning of the Force Majeure Event. During a Force Majeure Event, Buyer will not be excused from its responsibility for Imbalance Charges nor from its responsibility to pay for Commodity received or an increase or decrease in Taxes, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to the Force Majeure Event.

Default: "Default" means (i) failure of either Party to make payment by the applicable due date and the payment is not made within five (5) Business Days of a written demand; (ii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due, or (iii) the failure of either Party to perform any obligation required by this Agreement, including the failure of either Party to deliver or receive all or a part of the Commodity, and such failure is not excused by Force Majeure, and the failure is not cured within fifteen (15) Business Days of a written demand. "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured Party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance (ii) upon written notice, provided that no notice is required with respect to a Bankruptcy Default, accelerate any or all amounts owing between the Parties and terminate and liquidate any or all transactions; (iii) calculate a settlement amount by calculating the Liquidation Value for each transaction being terminated; and (iv) aggregate all settlement amounts and all other amounts owing between the Parties, whether or not then due and whether or not subject to any contingencies, plus attorney's fees and costs incurred into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within five (5) Business Days of written notice from the non-defaulting Party; such notice is to include reasonable supporting documentation and the calculations used by the non-defaulting Party to determine the Net Settlement Amount. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Liquidation Value" is the sum of (a) all amounts due to Seller for the Actual Quantity; and (b) Liquidation / Early Termination Fee calculated by the non-defaulting Party; and (c) the defaulting Party's reasonable direct costs incurred in connection with such liquidation. If Seller is the non-defaulting Party, the Liquidation / Early Termination Fee shall be equal to the positive difference between (A) the dollar amount Buyer would have paid to Seller under this Agreement for the non-physical Natural Gas & Electric components of the price had it not been terminated early (the "Contract Price"), and (B) the dollar amount Seller could resell such non-physical electric components of the price to a third-party for the remaining term of the Agreement under then-current Market Price. If Buyer is the non-defaulting Party, the Liquidation / Early Termination Fee shall be equal to the positive difference between (A) t

"Market Price" means the price for similar quantities of Commodity at the Delivery Point during the applicable Delivery Period. In the event of a Default for failure to deliver (in the case of Seller) or failure to receive (in the case of Buyer), the non-defaulting Party in its sole discretion may in lieu of termination request payment for the period of such deficiency calculated as set forth above for the Liquidation / Early Termination Payment.

Limitation on Liability: The remedy in any claim or suit by Buyer against Seller will be solely limited to direct actual damages (which will not exceed the amount of Buyer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Seller or Buyer 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 this Agreement.

Confidentiality: Neither Party will disclose the terms of this Agreement, without prior Written consent, to any third-party, other that the Party's employees, affiliates, agents, auditors, trustees, board of directors, officers and counsel (who are bound by authorities (including courts), adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a party receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure.

Telephone & Email Communication: Buyer agrees that by accepting this Agreement and providing to Seller, its affiliates and/or assigns, your phone number, which can include a landline and or/mobile number, Seller, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information. Buyer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Seller.

Representations: I. Each Party represents to the other that: (a) it is duly organized, validity existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; and (c) this Agreement is a "forward contract" and the parties are "forward contract merchants" as defined in the United States Bankruptcy Code. II. Customer represents and acknowledges that: (a) it is not a residential customer (single family home): (b) seller is not a utility; (d) the Commodity supply will be provided by Seller but the delivery will be provided by the Customer's distribution utility; (e) the Customer's distribution utility will be available to respond to leaks or emergencies should they occur. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the distribution utility at Con Edison 1-800-75CONED; or Orange and Rockland at 1.877.434.4100. Customer should then call Seller at: 866-947-9148; and (f) no communication from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement.

Information Release Authorization: Customer will provide Seller with information, and authorizes Seller to obtain and review such information, reasonably required to substantiate Customer's usage requirements (including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes , agreements, schedules, etc.) which in substantial part form the basis for the calculation of charges for the transactions hereunder; Customer agrees to allow Seller to obtain Customer's credit history from credit reporting agencies and the following information from the Utility: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, 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 Seller 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. (3) Customer will assist Seller in taking all actions necessary to effectuate the transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (4) to the best of its knowledge, the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement; Customer further agrees to notify Seller of any circumstance that would increase or decrease its usage by 10% or more. Customer's execution of this Agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the Delivery Period and any Renewal Term. Customer may rescind this authorization at any time by contacting

Miscellaneous: (a) This Agreement is governed by New York State law, without regard to principles that would require the application of the law of a different state. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL REGARDING ANY LITIGATION ARISING FROM THIS AGREEMENT. (b) No delay or failure by a Party to exercise any right or remedy to which it may become entitled herein will constitute a waiver of that right or remedy. (c) Buyer will indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims regarding personal injury (including death) or property damage from the Commodity or other charges thereon which attach after title passes to Buyer. Seller will indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims of title, personal injury (including death) or property damage from the Commodity or other charges thereon which attach before title passes to Buyer. d) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile. All notices will be deemed effective upon receipt. (e) This Agreement is the entire understanding between parties and supersedes all other communication and prior writings with respect thereto; no oral statements are effective. Except to the extent herein provided for, no amendment or assignment to the Agreement will be enforceable unless reduced to writing and executed by both parties; provided; however, (i) either Party may assign this Agreement to an affiliate without consent and (ii) Buyer may assign this Agreement to a purchaser of any Buyer's Service Locations without consent; and further, provided in the case of (ii) or (ii) that if the creditworthiness of the proposed assignee meets the non-assigning Party's commercially reasonable credit requirements, as determined in a reasonable manner, the assignor shall be released from liability for perform

Buyer and Seller have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party. Buyer has reviewed all of the terms herein. Each Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Seller to make the enrollment.

BUYER:	SELLER: Robison Energy Commercial LLC DBA Original Energy		
By:	Ву:		
Print Name:	Print Name:		
Title:	Title:		

EXHIBIT A

Natural Gas Accounts					
LDU Account #	Service Address	Corporate Name	Tax Rate	New / Renewal	Usage

LDU Account #	Service Address	Corporate Name	Corporate Name Tax Rate		Usage