



Mass Market Sales Agreement (Non-Renewable Energy)



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Customer Disclosure Statement

Price	<p>For fixed rate products, the rate will be \$0.XX/kWh. Customers who sign up for a fixed rate product will not be charged more than 5% of the trailing 12-month average utility supply rate at the time of signing.</p> <p>For variable rate products, the rate will vary each month; the first month's rate will be \$0.XX/kWh.</p>
Fixed or Variable and, if Variable, how is the price determined	<p>Variable rates reflect the wholesale cost of electricity each month, market price factors, all applicable taxes and fees, and Fuse's costs, expenses and margin. All prices exclude Utility charges.</p> <p>Fuse will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period.</p>
Length of agreement and end date	<p>For fixed rate products, the length of the agreement will be X months.</p> <p>For variable rate products, the agreement will continue on a month to month basis.</p>
Process Customer may use to rescind the agreement without penalty	<p>A Customer may cancel the agreement without penalty within three (3) business days of receipt of confirmation. A Customer may also cancel the agreement with two (2) calendar days' notice without penalty, if they have moved within or outside the Utility's franchise area, have a disability that renders the Customer of record unable to pay for Supplier's service, and/or the Customer of record's death.</p>
Amount of Early Termination Fees and Method of calculation	<p>For fixed rate products, the early termination fee will be \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months.</p> <p>For variable rate products, there is no early termination fee.</p>
Amount of Late Payment Fees and Method of calculation	<p>Customer will pay the balance due on any invoice from Fuse in full, less any amounts disputed, within 20 days after the billing date or be subject to a late payment charge of up to 1.5% per month.</p>
Provisions for renewal of the agreement	<p>For renewal of this agreement, Fuse shall provide written notification of the renewal terms, including the customer's option not to accept the renewal offer, to customer not less than 30 days nor more than 60 days prior to the renewal date. Fuse must receive customer's express consent to accept a renewal offer that contains Material Changes to the terms and conditions of the agreement, including a change in rate or product type. If the renewal includes a Material Change and express consent is not received, the customer will be returned to utility service. Customer shall have three</p>



	business days from receipt of the first billing statement to reject renewal terms and cancel the renewal agreement without termination fees.
Conditions under which savings to the customer are guaranteed	For variable rate products the Customer is guaranteed to save under this Agreement on an annually reconciled basis when compared with what the Customer would have paid on utility supply service.
Compensation Disclosure (if applicable)	
Regulatory Changes	Fuse shall have the right to modify this Agreement to reflect regulatory changes by providing 30 days' written notice to the Customer and obtaining Customer's expressed consent.



1. Agreement to Sell and Purchase Energy

This is an agreement between Fuse Energy NY LLC ("Fuse") and the undersigned Customer ("Customer" or "You") under which Customer shall initiate electricity service and begin enrollment with Fuse (the "Agreement"). Subject to the terms and conditions of this Agreement, Fuse agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as estimated by Fuse, necessary to meet Customer's requirements based upon consumption data obtained by Fuse or the delivery schedule of the Local Distribution Utility ("LDC"). Fuse is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Fuse or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Fuse.

2. Term and Renewal

For both Fixed Rate and Variable Rate Services, this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Fuse is deemed effective by the LDC, and shall continue for the number of billing cycles in the term specified in the Customer Disclosure Statement (the "Initial Term"). At least 30 days and no more than 60 days prior to the renewal date, Fuse will notify Customer in writing of the terms of renewal of this Agreement and obtain Customer's express consent to renew, reject or renegotiate this Agreement. Otherwise, upon completion of the Initial Term, Customer will be returned to LDC service.

For renewal of this agreement, Fuse shall provide written notification of the renewal terms, including the customer's option not to accept the renewal offer, to customer not less than 30 days nor more than 60 days prior to the renewal date. Fuse must receive customer's express consent to accept a renewal offer that contains Material Changes to the terms and conditions of the agreement, including a change in rate or product type. If the renewal includes a Material Change and express consent is not received, the customer will be returned to utility service. Customer shall have three business days from receipt of the first billing statement to reject renewal terms and cancel the renewal agreement without termination fees.

3. Pricing

The price for products sold under this Agreement is described on the Customer Disclosure Statement ("CDS"). The price for all energy sold under this Agreement shall be subject to all applicable taxes. In addition, the following conditions apply:



- *Fixed Rate Electricity:* Customer's price per kilowatt hour (kWh) will be fixed at the price indicated on the Customer's CDS, for the Initial Term. Fuse will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, however, Customer will not be charged more than 5% of the trailing 12-month average utility supply rate at the time of signing. The supply charges do not include your LDC's charges (including delivery charges). Fixed Rates may be modified due to a subsequent change in the law, by providing 30 days written notice to Customer and obtaining affirmative consent from Customer.
- *Variable Rate Electricity:* The Customer is guaranteed to save under this Agreement on an annually reconciled basis. This guarantees that the Customer's total bill from the utility (which includes all Fuse supply charges), will be less than the customer's total bill from the utility would have been if receiving default supply service. Fuse will perform a reconciliation on an annual basis, or with greater frequency and provide a credit or refund if you were billed more over the relevant period than you would have been billed had you remained with your LDC for default supply service.

4. Taxes

Except as otherwise provided in the Agreement or provided by law, all taxes of any kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Fuse's net income, shall be paid by Customer, and Customer agrees to indemnify Fuse and hold Fuse harmless from and against any and all such taxes. If Customer is tax exempt, Customer shall provide proof of such exemption.

5. Billing Methods & Payment

Customer will receive a single bill for both commodity and delivery costs from the LDC, or each of the LDC and Fuse may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be prorated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Fuse may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Fuse may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$50 fee may be charged at Fuse's sole discretion for all returned payments.

The LDC's measurement of electricity will be definitive for the purpose of calculating your charges under this Agreement. This determination may include any combination of



actual meter reading usage, estimated usage, or prorated usage. Customer will pay the balance due on each invoice from Fuse in full, less any amounts disputed, within 20 days after the billing date or be subject to a late payment charge of up to 1.5% per month.

6. Cancellation

A Customer may cancel the agreement without penalty within three (3) business days of receipt of confirmation. A Customer may also cancel the agreement with two (2) calendar days' notice without penalty, if they have moved within or outside the LDC's franchise area, have a disability that renders the Customer of record unable to pay for Supplier's service, and/or the Customer of record's death. Customer is liable for all Fuse charges until Customer returns to the LDC or goes to another supplier, including Early Termination Fees or Late Fees, if applicable. Fuse reserves the right to charge the Customer for all costs related to collection of an outstanding debt from a Customer including court fees, legal fees, and other administrative costs.

7. Termination & Early Termination Fee

If Customer fails to meet its obligations under this Agreement then, in addition to any other remedies that it may have, Fuse may terminate this Agreement upon 20 days' written notice to Customer. 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 trued up subsequent to the final meter reading.

Fixed rate residential Customers may be assessed an early termination fee of no more than \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months.

There is no early termination fee for variable rate products.

8. Assignment

Customer may not assign their interests in and delegate their obligations under this Agreement without the express written consent of Fuse, which may not be unreasonably withheld. Fuse may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity duly licensed in New York State.



9. Information Release Authorization

Customer authorizes Fuse to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include, but not be limited to, the following: consumption history, billing determinants, account numbers, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is needy, elderly, blind, or disabled; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by Fuse 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 this Agreement shall constitute authorization for the release of this information to Fuse. Fuse reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Fuse or by calling Fuse at [XXXX]. Fuse reserves the right to cancel this Agreement in the event the Customer rescinds such authorization. The data obtained pursuant to this authorization may be retained by Fuse for a period of four years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Fuse in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the initial term, or any renewal terms, or at any time in the four year period after the Agreement terminates, or as contained in any derivative work created by Fuse in association with its business as a retail energy provider.

10. Consumer Protections

The services provided by Fuse to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA). Fuse will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Fuse, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Fuse at [XXXX] or the 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).

11. Telephone Communication

You agree that by accepting this Agreement and providing to Fuse, its affiliates and/or assigns, your phone number, which can include a landline and or/mobile number, Fuse, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

12. Agency

Customer hereby designates Fuse as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's LDC) for the delivery of electricity. The "Point of Delivery" for electricity will be one or more points on the NYISO-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Fuse to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Fuse, as Customer's agent, has arranged for the delivery of electricity to Customer or to a third party (such as Customer's LDC) for Customer's account. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

13. Title to Electricity

All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO Fuse load bus (located outside of the municipality where Customer resides) and shall constitute the point at which title transfers and the sale occurs.

14. Warranty

This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Fuse. Fuse makes no representations or warranties other than those expressly set forth in this Agreement, and Fuse expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



15. Force Majeure

Fuse will make commercially reasonable efforts to provide electricity hereunder but Fuse does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of Fuse's control ("Force Majeure Events") may result in interruptions in service. In the event that Fuse is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, Fuse will not be liable for any interruptions or damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the LDC system, curtailment by Customer's LDC or Fuse transportation capacity, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Fuse's control.

16. Limitation of Liability

To the fullest extent permitted by applicable New York law, neither customer nor fuse will be liable to the other for any consequential, exemplary, punitive, incidental, or indirect damages arising from any claim or legal proceeding between customer and fuse, including, without limitation, lost profits or lost revenues. The remedy for any claim or suit against Fuse will be limited to direct actual damages, which shall not exceed the amount of Customer's single largest monthly invoice during the preceding 12 months. Customer shall not pursue or recover any additional damages or amounts from Fuse, and hereby waive all other remedies in law or equity. These limitations apply without regard to the cause of any liability or damages. Customer and Fuse acknowledge that there are no third-party beneficiaries to this agreement.

17. Waiver of jury trial and class action claims

Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, claim or proceeding relating to this agreement. each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action, claim or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have not been induced to enter into this agreement by among other things the mutual waivers and certifications in this section. Both parties further agree irrevocably and unconditionally to waive any right to initiate or become a party to any class action claims with respect to any action, suit or proceeding directly or indirectly arising out of or relating to this agreement or the transactions contemplated by this agreement.



18. Dispute Resolution

The services provided by Fuse to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Fuse, the customer should contact Fuse by telephone or in writing as provided above. For consumer complaints that cannot be resolved with Fuse, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: " www.dps.ny.gov/complaints; DPS Helpline at 1-800-342-3377 (M-F 8:30am – 4:pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. For billing disputes, customers 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.

19. Regulatory Changes

This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, acts of any governmental authority, or regulatory structure ("Regulatory Change") which impacts all similarly situated market participants with respect to any term, condition or provision of this Agreement including, but not limited to price or environmental attributes, Fuse 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 and obtaining Customer's expressed consent; such notice to include supporting documentation with reasonable detail regarding the cause and cost impact of the Regulatory Change.

20. Choice of Law and Venue

Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York. This Agreement 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.

21. Fuse Contact Information

Customer may contact Fuse, Monday through Friday, from 8:00am – 7:00pm EST. Customer may call the toll-free number [XXXX]. After normal business hours, this toll free line will provide a message with emergency contact information for the utilities.



Customer may also write to Fuse at: [XXXX] or email Fuse at support@fuseenergy.com with any questions.

22. Emergency Service

The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and their LDC [Con Edison (1-800-752-6633); Orange & Rockland (1-877-434-4100); Niagara Mohawk (1-800-892-2345); Central Hudson (1-800-527-2714); RG&E (1-800-743-1701); NYSEG (1-800-572-1131)]. Customer should then call Fuse at: [XXXX].

23. Confidentiality

Customer agrees that for so long as this Agreement remains in effect and for a period of (2) years following termination of this Agreement, this Agreement and all pricing provided thereunder is commercially sensitive and shall not, unless required by law, be disclosed to any third party without the prior written consent of Fuse.

24. Parties Bound

This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

25. Forward Contract

Each Party acknowledges that this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code.

Customer and Fuse 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, and Customer has reviewed all of the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Public Service Commission's Uniform Business Practices (UBP).

BY SIGNING BY HAND OR ELECTRONICALLY BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL TERMS AND CONDITIONS AND THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.



Customer Name ("Customer"):	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
Utility/Local Distribution Company ("Utility" or "LDC"):	
Utility Account Number(s):	
Select Plan: ----- Variable Price Plan ----- Fixed Price Plan	

FUSE ENERGY NY LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Date: _____