

Price	7.69 ¢/kWh
How Price is Determined	Your bill will be calculated using a variable rate per kilowatt hour multiplied by kilowatt hours used. You must also pay all applicable federal, state, and local taxes and charges. Your price may vary each month and is based on a number of costs which may include, but are not limited to: energy, transmission, capacity, ancillary services, renewable energy certificates, RTO system fees and other factors, plus Robison operating costs, expenses, and margins. This list of factors is not exhaustive, and no single factor will determine the rate. Additionally, we seek to acquire a majority of our anticipated electricity supply in advance rather than from the spot market. For all these reasons, your variable rate may not correlate with changes in wholesale market prices or your utility’s rates. Your variable rate may be higher than your utility rate or other suppliers’ rates.
Length of the agreement	Month-to-Month, until cancelled by one of the parties.
Rescission Process without Penalty	You may rescind this Agreement without penalty at any time before midnight of the 3 <sup>rd</sup> day after receiving a confirmation letter from Con Ed by calling Robison at 914-345-5700 or in writing to Robison 1 Gateway Plaza, 4 <sup>th</sup> Flr, Port Chester, NY 10573.
Amount of early termination fee	\$0.00
Renewal	Agreement will renew on a month-to-month basis unless terminated by either party.
Guaranteed savings	There are no guaranteed savings.
Renewable Energy Product	100% of the energy provided by Robison under this Agreement is from renewable energy resources.

**Terms and Conditions:** The Customer Disclosure Statement, Terms and Conditions and the enrollment authorization, constitutes an agreement between Robison Energy LLC (“Robison”) and the undersigned customer (“Customer” or “You”) under which the Customer shall initiate electricity service and begin enrollment with Robison (the “Agreement”). Subject to the terms and conditions of this Agreement, Robison agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer’s requirements based upon consumption data obtained by Robison from Con Ed. The amount of electricity delivered under this Agreement is subject to change based upon data reflecting the Customer’s consumption obtained by Robison from Con Ed. Con Ed will continue to deliver the commodity supplied by Robison. Robison Energy is licensed by the New York State Department of Public Service as an Energy Service Company (“ESCO”) Robison is not affiliated with and does not represent Con Ed. Robison and Customer are each a “Party” and together “Parties.” **Price: Month-to-Month Variable Price Agreement:** Your price for the initial month is the price per kWh described in the Customer Disclosure Statement above. The price may vary on a monthly basis beginning after the first month, with no advance notice, based on number of costs which may include, but are not limited to: energy, transmission, capacity, ancillary services, renewable energy certificates, RTO system fees and other factors, plus Robison operating costs, expenses, and margins. This list of factors is not exhaustive, and no single factor will determine the rate. Additionally, we seek to acquire a majority of our anticipated electricity supply in advance rather than from the spot market. For all of these reasons, your variable rate may not correlate with changes in wholesale market prices or your utility’s rates. Your variable rate may be higher than your utility rate or other suppliers’ rates. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Customer’s price described here excludes charges imposed by Con Ed or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. The price detailed in the Customer Disclosure above will be the price the Customer pays plus all additional state and local taxes. To learn your current variable price, please call us at 1-914-345-5700. **Length of Agreement:** Customer will buy its electricity commodity for Customer’s service address upon completion of Robison’s enrollment process and beginning on the date set by Con Ed and will continue on a month-to-month basis until cancelled by one of the parties. **Product Summary:** Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customer will not have electricity from a specific generation facility delivered directly to Customer’s service address, but Robison ensures that 100% of Your electricity usage is offset by the generation of energy from renewable resources by purchasing and retiring renewable energy certificates (“RECs”). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from the sources specified for Your product. **Rescission and Effective Date:** See above Customer Disclosure Statement. Cancellation and Termination of Service: Customer may cancel this Agreement at any time without penalty by calling Robison at 1-914-345-5700, emailing [customerservice@robisonoil.com](mailto:customerservice@robisonoil.com) or in writing to Robison Energy LLC at 1 Gateway Plaza, 4<sup>th</sup> Floor, Port Chester, NY 10573. Customer is responsible for all Robison charges incurred up to the date of cancellation. Robison may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of Customer. If Robison cancels this Agreement, Robison will provide Customer with a written notice 30 days in advance and Customer’s service will return to Con Ed’s default electric supply unless Customer chooses another supplier. **Penalties, Fees and Exceptions:** THERE IS A \$0 CANCELLATION FEE FOR THIS PLAN. **Billing and Payment:** Customer will receive a single bill each moth from Con Ed that will contain separate charges from both Con Ed and Robison. Robison will charge Customer the electric supply price and fees as described above. Payment is due to Con Ed within 20 days of the invoice date or Customer may be subject to a 1.5% late payment charged by Con Ed per month in accordance with its policies. Budget billing is available as offered by Con Ed. **Taxes:** Except as otherwise provided in this Agreement or required by law, all applicable state and federal taxes of whatsoever kind, nature and description, due and payable with respect to Customer’s performance of Customer’s obligations under this Agreement, will be paid by Customer. **Consumer Protections:** The services provided by Robison to Customer are governed by the terms and conditions of this Agreement and HEFPA. Customer may obtain additional information by contacting Robison at 1-914-345-5700 or the New York State Department of Public Service (“DPS”) at 1-800-342-3377, 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>. **Renewal:** This Agreement renews on a month to month basis until cancelled by on of the parties. Customer agrees to receive notices for Renewal Terms through electronic means, where permitted under applicable law. **Complaint/Dispute Procedures:** In the event of a billing dispute or a disagreement involving Robison’s service hereunder, the Parties will use their best efforts to resolve the dispute. Customer should contact Robison at 1-914-345-5700 or by emailing Robison at [customerservice@robisonoil.com](mailto:customerservice@robisonoil.com) or in writing as provided above. Either party may submit the dispute or complaint relating to a residential customer at any time to the DPS pursuant to its Complaint Handling Procedures (“Procedures”) or calling DPS at 1-888-697-7728. 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 the DPS. **Power Outages and Emergencies:** In an electrical emergency or a power outage, immediately contact: Con Ed at 1-800-752-6633. **Limitations of Liability and Warranty/Force Majeure:** CUSTOMER AGREES THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT ROBISON WILL NOT BE HELD RESPONSIBLE FOR SUPPLYING ELECTRICITY TO CUSTOMER AND ROBISON WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. CUSTOMER AGREES THAT ROBISON’S LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. ROBISON MAKES NO REPRESENTATIONS OR WARRANTIES AND ROBISON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. “FORCE MAJEURE” MEANS UNAVOIDABLE OCCURANCE BEYOND A PARTY’S CONTROL, LIKE EXTREME WEATHER EVENTS, AND DOES NOT INCLUDE INABILITY TO PAY, AN INCREASE OR DECREASE IN THE COST OF ELECTRICITY OR IN TAXES, OR THE ECONOMIC HARDSHIPS OF A PARTY. **Disclosure of Customer Information:** Customer authorizes Robison to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from Con Ed: consumption history, billing determinants; utility account number; credit information; public assistance status. This information may be used by Robison 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 Robison. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Robison or by calling Robison at 1-914-345-5700. Robison reserves the right to cancel this agreement in the event Customer rescinds the authorization. Robison’s Privacy Policy is available at [www.robisonoil.com/](http://www.robisonoil.com/). **Title, Risk of Loss and Indemnity:** Title to the electricity will pass from Robison to Customer when Robison Oil has delivered it to the delivery point for Con Ed. Robison will cease to have title to risk of loss related to the electricity when it is delivered to the delivery point for Con Ed. **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, or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this Agreement including, but not limited to price, Robison shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days written notice of such modification to Customer. **Other Provisions:** The Documents constitute the entire Agreement between Customer and Robison with regard to Customer’s purchase of electric commodity and other related services from Robison. This Agreement supersedes all prior agreements between the Parties, either written or oral. Customer may not assign this Agreement, in whole or in part, or any of Customer’s rights or obligations under this Agreement without Robison’s prior written consent. Robison may, without Customer’s consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of Robison; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of Robison or an energy services company deemed eligible to do business in NY. This Agreement is binding upon the Parties and their respective successors and assigns. There are no third-party beneficiaries to this Agreement. This Agreement will be governed by the laws of the NY without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in NY.

I have received and understand the terms and nature of my service for my new renewable energy plan.

I authorize this enrollment for 100% renewable energy supply by signing this form.

I understand that I can switch my supply back at any time.