STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

Office of Education, Outreach, and Enforcement

Docket No. 26-07-01

Application of Cloudshadow Energy, LLC for a
Connecticut Electric Aggregator Certificate of Registration

CLOUDSHADOW ENERGY, LLC

Submission in Response to Interrogatories EOE-1 through EOE-4

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Submitted: August 6, 2026

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RESPONSES OF CLOUDSHADOW ENERGY, LLC TO INTERROGATORIES EOE-1 THROUGH EOE-4

Cloudshadow Energy, LLC ("Cloudshadow," "CLOUD," or the "Company") respectfully submits the following responses to Interrogatories EOE-1 through EOE-4 issued on August 4, 2026 by the Public Utilities Regulatory Authority (the "Authority") Office of Education, Outreach, and Enforcement ("EOE") in the above-referenced docket. The person responsible for these responses is available for cross-examination and attests to their truth and accuracy as set forth in the verification below.

General note on scope. Cloudshadow markets and provides its services in Connecticut to commercial and industrial ("C&I") customers. To the extent any prior application narrative referenced residential customers, Cloudshadow will conform that language; the responses below reflect Cloudshadow's C&I-only program and its practices following removal of the limited power of attorney described in the response to EOE-4.

EOE-1 (Reference: Exhibit B-4, Marketing Methods)

Cloudshadow markets its services to C&I customers primarily through general advertising and referral partnerships. Customer-facing contact is made by Cloudshadow's own employees and by contracted independent agents acting under written agency agreements, who use only Cloudshadow-approved scripts and materials, are governed by Cloudshadow's Independent Agent Compliance & Conduct Manual, and complete the Company's onboarding and compliance training before any customer contact.

(a) Is cold-calling involved with Cloudshadow's telemarketing? No. Cloudshadow does not operate a cold-calling telemarketing program. Cloudshadow solicits customers primarily through general advertising and referral partnerships, and its outreach efforts are limited to telephone contact and in-person meetings generated predominantly through warm referrals and general advertising; cold outreach is rare. Any telephone contact occurs with commercial and industrial prospects and is conducted in compliance with the federal Telephone Consumer Protection Act (TCPA) and all applicable federal and state Do-Not-Call requirements. Cloudshadow does not conduct residential telemarketing and does not solicit residential customers.

(b) Do Cloudshadow sales representatives and/or independent agents conduct door-to-door sales? No. Neither Cloudshadow's sales representatives nor its independent agents conduct residential door-to-door sales, and Cloudshadow's Independent Agent Compliance & Conduct Manual expressly prohibits residential door-to-door solicitation. Consistent with the advertising- and referral-based marketing described above, any in-person contact is limited to commercial and industrial prospects at their places of business; any agent conducting such in-person C&I contact must carry and display identification showing the agent's and Cloudshadow's name and contact number, must state that the agent is independent of the customer's electric utility, and must comply with any applicable state agent-registration requirements.

EOE-2 (Reference: Exhibit B-4, Supplier Selection)

Following removal of the limited power of attorney (see EOE-4), Cloudshadow places each customer account individually. Cloudshadow solicits and presents competitive supplier offers; the customer selects the supplier and executes the supplier contract directly. Cloudshadow does not aggregate customer loads and does not enroll customers with suppliers on their behalf.

(a) For every customer, will the Company solicit bids from every supplier with which it has a contract? Yes. For each account, Cloudshadow solicits bids from every PURA-licensed electric supplier with which Cloudshadow has an executed master brokerage agreement and that is eligible to serve the customer's electric distribution company (EDC) service territory. Each such supplier is given the opportunity to bid on and compete for the customer's business.

(b) How many suppliers will the Company solicit bids from for each customer? For each account, Cloudshadow solicits bids from all PURA-licensed suppliers with which it then has an executed master brokerage agreement and that serve the applicable EDC territory. As of the date of this response, Cloudshadow has not yet executed any supplier master brokerage agreement (see EOE-3); as such agreements are executed, every one of those suppliers will be invited to bid on each account.

(c) Will the Company solicit bids from suppliers with whom it does not have contracts? Generally, no. Cloudshadow solicits bids only from PURA-licensed suppliers with which it has an executed master brokerage agreement. If, however, a customer specifically requests pricing from a particular PURA-licensed supplier with which Cloudshadow does not have an agreement, Cloudshadow will endeavor to obtain and present that supplier's offer to the customer.

(d) Will the Company include suppliers' respective commission rates within the bid results provided to the customer? Yes. As an initial matter, Cloudshadow's per-unit management fee is explicitly stated in, and signed off by the customer on, the Cloudshadow Energy Services Agreement at the point of engagement — before any bid is solicited. That signed Energy Services Agreement, including the customer-authorized fee, is submitted to each solicited supplier as part of the bid package upon release of the bid. Accordingly, the fee that appears itemized within a supplier's pricing is simply a confirmation of the fee the customer has already reviewed and authorized in writing, not a separate or newly introduced charge. Because the customer selects and executes the supplier contract directly, Cloudshadow also provides the customer with a bid-comparison summary that discloses, for each competing supplier offer, (i) the supplier's underlying generation rate, (ii) Cloudshadow's per-unit management fee (brokerage commission) embedded in that offer, and (iii) the resulting all-in price the customer would pay. A representative example follows (figures are illustrative).

Illustrative bid comparison — Sample C&I customer; EDC: Eversource (CL&P); estimated annual usage 500,000 kWh:

Supplier	Supplier generation rate ($/kWh)	Cloudshadow fee ($/kWh)	All-in price to Customer ($/kWh)	Contract term
Supplier A	0.10500	0.00300	0.10800	24 months
Supplier B	0.10650	0.00300	0.10950	24 months
Supplier C (recommended — lowest all-in)	**0.10420**	**0.00300**	**0.10720**	**24 months**

The customer reviews the comparison, selects an offer, and executes that supplier's contract directly. Cloudshadow's per-unit fee is disclosed and authorized in advance in the signed Cloudshadow Energy Services Agreement, is provided

to each supplier with the bid package, and is then confirmed in the supplier's itemized pricing shown above. The dollar figures shown are illustrative only and do not reflect actual current market prices.

(e) Does the Company receive, separately from the per-kilowatt-hour fee, any additional compensation from suppliers? No. Cloudshadow's only compensation in connection with an account is the per-unit management fee (a per-kWh fee for electricity and a per-Therm fee for natural gas) that is embedded in the supplier's sales price and remitted to Cloudshadow by the supplier as brokerage commission. That fee is expressly stated in, and authorized by the customer in writing on, the customer's signed Cloudshadow Energy Services Agreement at the point of engagement, and it is disclosed to each solicited supplier as part of the bid package. Cloudshadow does not receive any separate or additional compensation from suppliers of any kind — including enrollment or signing bonuses, volume or performance incentives, marketing or co-op payments, or other consideration — beyond that disclosed, customer-authorized per-unit management fee.

EOE-3 (Reference: Exhibit B-4(h))

As stated in Exhibit B-4(h), Cloudshadow has not yet executed any agreement with an electric supplier. Cloudshadow expects to execute supplier master brokerage agreements upon, and following, the Authority's approval of this application and issuance of an electric aggregator certificate of registration. Because no supplier agreements have been executed, none can be provided at this time. Cloudshadow will provide copies of all master brokerage agreements with suppliers to the Authority upon request, and will provide any fully executed supplier agreement to the Authority promptly upon execution, consistent with its obligation to amend its application within ten days of any change to the information provided.

EOE-4 (Reference: Exhibit "CESA final")

Cloudshadow has revised the Cloudshadow Energy Services Agreement (the "CESA") to remove all power-of-attorney and limited-power-of-attorney provisions, consistent with Conn. Gen. Stat. §16-1(25) and the Authority's Final Decision in Docket No. 10-06-24, dated March 16, 2026 (holding that aggregators are not authorized to enter into power-of-attorney agreements with customers and are not permitted to enroll with any supplier on any customer's behalf). The revised, direct-sign CESA is submitted herewith as the updated Exhibit "CESA final." The specific revisions are as follows:

• **Removal of the Limited Power of Attorney.** The former Section 2 ("Limited Power of Attorney"), which had authorized Cloudshadow to execute supplier agreements, letters of authorization, agency designations, and enrollment, switch, and renewal forms on the customer's behalf, has been deleted in its entirety and replaced with a new Section 2 ("Supplier and Utility Documents") providing that the customer executes all supplier and utility documents directly and that Cloudshadow has no authority to sign any supplier or utility document on the customer's behalf.

• **Elimination of the Aggregation Track.** The two former pricing "tracks" (the "Aggregation Track" and the "Individual Track" under which Cloudshadow could execute supplier documents under the LPOA) have been eliminated and consolidated into a single direct-sign structure. All references to combining customer loads into a buying group and to Cloudshadow executing documents on the customer's behalf have been removed, including from the Disclosures & Acknowledgments and from Addendum A (the "Track" election column has been removed).

• **Conforming changes.** Conforming revisions were made throughout, including to the Disclosures & Acknowledgments (which now state that the customer shall execute all supplier and utility documents

directly and that Cloudshadow is not authorized to sign on the customer's behalf) and to Section 9 (which now states that the customer executes any supplier contract it accepts).

Under the revised CESA, Cloudshadow solicits competitive bids and presents supplier offers, but the customer alone selects the supplier and executes the supplier and utility documents directly. Cloudshadow does not aggregate customer loads, does not hold any power of attorney, and does not enroll customers with, or sign any document on behalf of customers with, any supplier.

VERIFICATION

I, Scott Stiner, hereby certify that I am the Chief Executive Officer of Cloudshadow Energy, LLC, that I am authorized to make this verification on its behalf, and that the foregoing responses to Interrogatories EOE-1 through EOE-4 are true and accurate to the best of my knowledge, information, and belief.

Scott Stiner

Signature
Name: Scott Stiner
Title: Chief Executive Officer
Date: Aug 6, 2026

PART 2

Revised Exhibit "CESA final"

Cloudshadow Energy Services Agreement (Direct-Sign)

This Cloudshadow Energy Services Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date," which shall be the date of Cloudshadow's countersignature on the signature page) between Cloudshadow Energy LLC, a Florida limited liability company ("Cloudshadow"), and the customer identified in the signature block below ("Customer"). The Terms and Conditions set forth below govern this Agreement and are incorporated into it as if set forth in full.

1. Services and Pricing

(a) Scope. Cloudshadow shall provide energy brokerage services for Customer's electricity and/or natural gas accounts identified on the Account list (the "Accounts"), in any state in which Cloudshadow is licensed. Service in regulated (utility-supplied) jurisdictions is advisory only; competitive supply services apply only in deregulated markets. Additional services beyond brokerage (e.g., bill audit, demand response, sustainability advisory, bill processing) are not included and shall be governed by a separate Cloudshadow service agreement, including such pricing as is mutually agreed.

(b) Direct Sign Execution. Customer receives stand-alone pricing for each Account; Customer shall execute supplier and utility documents directly.

(c) Default Service Reports. At no additional charge, Cloudshadow shall provide a monthly customer-specific report covering budget analysis, usage audit, contract management, and market analysis, customized to Customer's priorities (up to 10 items identified during onboarding).

(d) Account List & Fees. The Accounts - including, for each Account, the commodity (electric or natural gas), the per-unit management fee ($/kWh for electricity; $/Therm for natural gas), and the Supply Start Date (Section 9) — are set forth on Addendum A. Management fees are embedded in the supplier sales price and remitted directly to Cloudshadow by the supplier each billing cycle as brokerage commission, with no separate invoice to Customer.

DISCLOSURES & ACKNOWLEDGMENTS — BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES:

- Energy markets fluctuate and Cloudshadow's services are best-efforts in nature; Cloudshadow does not guarantee specific savings or pricing outcomes.
- The signatory is duly authorized to execute this Agreement on behalf of Customer (the legal entity identified below), and Customer is the customer of record (or duly authorized representative) for each Account.
- Customer has read and agrees to the Terms and Conditions below, which are incorporated by reference and govern this Agreement.
- Customer shall execute all supplier and utility documents directly; Cloudshadow is not authorized to sign on Customer's behalf.
- This Agreement has a firm thirty-six (36) month term that the Customer may not terminate for convenience; the Customer's exclusivity (Section 4(b)) and pay-through (Section 3(d)) obligations continue for the full term, and supplier contracts executed under this Agreement remain binding through their stated terms.

SIGNATURES

CUSTOMER	CLOUDSHADOW ENERGY LLC (Countersignature = Effective Date)
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title (evidencing authority to bind)	Title (evidencing authority to bind)
Date	Date
Notice Address (Section 8(d))	Notice Address (Section 8(d))
Notice Email	Notice Email

2. Supplier and Utility Documents

(a) Direct execution. Customer shall execute all supplier and utility documents directly.

(b) Brokerage support. Cloudshadow may solicit competitive bids, present supplier offers, and provide pricing and market information, but Customer decides whether to accept any offer.

(c) No signing authority. Cloudshadow is not authorized to sign supplier or utility documents on Customer's behalf. Customer remains responsible for reviewing the terms and completing required forms.

(d) Customer decision. Customer alone selects the supplier, contract term, and pricing for each Account and signs any supplier or utility document it accepts.

(e) Account paperwork. Customer shall provide accurate account information and cooperate with utility and supplier enrollment requirements for the Accounts listed on Addendum A.

(f) Information exchange. Customer authorizes Cloudshadow to communicate with suppliers and utilities and exchange account and usage information as needed to provide brokerage services. This authorization does not include signing authority.

(g) Existing documents. Supplier documents signed by Customer remain the responsibility of Customer under their stated terms. Cloudshadow is not a party to those documents.

(h) Offer review. Cloudshadow may solicit competitive bids from eligible suppliers, review applicable contract terms, and present offers and pricing comparisons to Customer.

(i) Customer approval. Customer decides whether to accept an offer and remains responsible for the final commercial choice for each Account.

(j) Supplier and utility forms. Customer shall complete and sign the supplier and utility forms required to deliver service, including enrollment, switch, and renewal forms.

(k) Information exchange. Cloudshadow may obtain utility billing data, consumption history, and account information from utilities and suppliers as needed to perform the services.

(l) Billing support. Cloudshadow may help Customer identify billing issues and may communicate with a utility or supplier about a dispute after providing notice to Customer.

(m) Account records. Cloudshadow may update account records at Customer's direction and may help add, remove, or transfer Accounts, but Customer must sign any document required for the change.

(n) Customer responsibility. Customer remains responsible for the accuracy of account information and for every supplier or utility obligation in documents Customer signs.

(o) Operational coordination. Cloudshadow may coordinate deadlines and communications with suppliers and utilities, but it may not sign any supplier or utility document for Customer.

(p) Notice of changes. Customer shall promptly notify Cloudshadow of ownership changes, closures, new locations, or other material changes affecting the Accounts.

3. Fees and Payment

(a) Management Fees. Customer shall pay Cloudshadow a per-unit management fee for each Account: a per-kWh fee for electricity and a per-Therm fee for natural gas. The applicable fee for each Account is documented and signed by Customer on Addendum A.

(b) Collection. Management fees are embedded in the supplier sales price and remitted directly by the supplier to Cloudshadow each billing cycle as brokerage commission, with no separate invoice to Customer. Cloudshadow shall provide full margin transparency on request, including the underlying supplier rate.

(c) Customer Liability. If Customer defaults on payment to a supplier such that the supplier withholds or fails to remit Cloudshadow's management fee, Customer remains directly liable to Cloudshadow for the fee portion of all unpaid amounts attributable to Customer's default, payable on demand.

(d) Pay-Through Obligation. Customer shall not bypass Cloudshadow's recommendation to contract directly with a supplier for any Account during the term. If Customer does so, the management fees that would have been earned by Cloudshadow on such Account shall be paid by Customer directly to Cloudshadow at the rate set forth on Addendum A, calculated on actual usage, payable monthly.

4. Customer Obligations

(a) Information and Access. Customer shall provide Cloudshadow, at or before signing, with utility account numbers, twelve months of recent utility bills, Customer's authorized signatory list, billing contact, emergency contact, notice address and notice email, and online utility/supplier portal credentials enabling Cloudshadow to automate data collection, and shall maintain such access throughout the term and update as needed.

(b) Exclusivity. For the entire Term, Customer grants Cloudshadow the exclusive right to broker, solicit, place, and manage competitive retail electricity and natural gas supply for the Accounts listed on Addendum A, in each deregulated market in which Cloudshadow is licensed. During the Term, with respect to any Account listed on Addendum A, Customer shall not (i) engage any other broker, consultant, or agent for energy brokerage services, or (ii) procure or contract for competitive energy supply other than through Cloudshadow. Accounts may be added to Addendum A by a page signed by both parties. Breach of this Section 4(b) entitles Cloudshadow to the pay-through remedy in Section 3(d) and to any other remedy available under this Agreement or at law.

(c) Notice of Material Changes. Customer shall notify Cloudshadow in advance of any material change affecting the Accounts, including new locations, planned closures, ownership changes, or M&A transactions.

(d) Accuracy. Customer represents and warrants that all information provided is accurate and complete in all material respects, that Customer is the customer of record (or duly authorized representative) for each Account, and that the individual signing is duly authorized to execute this Agreement and any supplier or utility documents Customer signs.

5. Cloudshadow Obligations

Cloudshadow shall: (a) provide a dedicated named account manager; (b) provide Customer with portal access to contracts, fees, market intelligence, and account data in real time; (c) deliver the monthly default reports under Section 1(c); (d) act in good faith and use best efforts to obtain favorable terms for Customer, recognizing that no specific savings or pricing outcome is guaranteed and that energy markets fluctuate; (e) maintain all licenses, registrations, and authorizations required for performance; and (f) comply with all applicable regulatory and licensing requirements of governing bodies.

6. Confidentiality and Data

Each party shall hold the other's non-public information in strict confidence, use it only for purposes of this Agreement, and not disclose it except (i) to advisors bound by confidentiality, (ii) as required by law or legal process (with prompt notice to the other party), or (iii) with the other's prior written consent. Confidentiality obligations survive termination for five (5) years, and indefinitely as to trade secrets.

7. Term and Termination

(a) Term. This Agreement begins on the Effective Date and continues for an initial term of thirty-six (36) months (the "Initial Term"), regardless of whether or when any supplier contract is executed for an Account. Upon expiration of the Initial Term, this Agreement renews automatically for successive renewal terms of thirty-six (36) months each (each, a "Renewal Term"; the Initial Term together with any Renewal Terms, the "Term"), unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current Term. Any supplier contract executed under this Agreement whose stated term extends beyond the Term remains binding on Customer through its stated term, and Cloudshadow shall continue to manage and earn management fees on it in accordance with Sections 3 and 7(d).

(b) No Termination for Convenience. The Initial Term and each Renewal Term are firm commitments. Neither party may terminate this Agreement for convenience during the Term. This Agreement may be terminated during the Term only for cause under Section 7(c). Customer's exclusivity obligation under Section 4(b) and pay-through obligation under Section

3(d) continue in full force for the entire Term. For the avoidance of doubt, all supplier contracts executed under this Agreement remain binding on Customer through their stated term regardless of any termination.

(c) Termination for Cause. Either party may terminate immediately for material breach by the other that, if curable, is not cured within thirty (30) days following written notice; for fraud or material misrepresentation; for the other party's loss of any required license or authorization; or for the other party's bankruptcy or insolvency. No cure period applies to fraud, criminal, or regulatory breaches. Cloudshadow may also terminate immediately for Customer's non-payment, breach of Section 4(b) (exclusivity), or breach of Section 3(d) (pay-through). Upon termination by Cloudshadow for Customer's cause, all earned-but-unpaid management fees become immediately due, and management fees that would have been earned through the remaining stated term of all then-active supplier contracts shall be accelerated and payable as liquidated damages.

(d) Effect of Termination. Supplier contracts executed under this Agreement remain binding on Customer through their stated term regardless of termination. Cloudshadow shall continue to manage and earn fees on such supplier contracts unless Cloudshadow terminates for Customer's cause and elects acceleration. Each party shall, on written request, return or destroy the other's confidential information, except records required to be retained by law or regulation. Section 2 and Sections 3(c), 4(b), 6, 7(b), 7(c), 7(d), 8, and 9 survive termination.

8. Liability, Indemnification & General Provisions

(a) Liability Cap. Cloudshadow's liability under this Agreement is capped at the management fees received by Cloudshadow in the twelve (12) months preceding the claim. The cap does not apply to fraud, gross negligence, willful misconduct, breach of Section 6, or violation of applicable law. Neither party shall be liable for indirect, incidental, consequential, special, or punitive damages.

(b) Indemnification. Cloudshadow shall indemnify Customer for losses arising from Cloudshadow's gross negligence, fraud, willful misconduct, or breach of this Agreement. Customer shall indemnify Cloudshadow for losses arising from Customer's acts or omissions (including non-payment to suppliers), Customer's breach of this Agreement, or third-party claims arising from Customer's conduct.

(c) Governing Law; Dispute Resolution. This Agreement is governed by Florida law. Any dispute shall be resolved by confidential, binding arbitration administered by the American Arbitration Association in Miami, Florida, before a single arbitrator (or three if the amount in controversy exceeds $1,000,000); except that either party may seek injunctive or equitable relief in any court of competent jurisdiction in Miami-Dade County, Florida. The prevailing party may recover reasonable attorneys' fees and costs. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY.

(d) Notices. Formal notices (breach, termination, dispute) shall be sent by email plus certified mail to the notice address and notice email on the signature page, as updated by written notice. Routine business communications may be sent by email alone.

(e) Compliance. Each party shall comply with all applicable laws, regulations, and rules of state Public Utility Commissions and other regulatory bodies governing energy brokerage.

(f) Miscellaneous. This Agreement, together with Addendum A and any other addenda signed by both parties, is the entire agreement and supersedes all prior agreements on this subject. Amendments require both parties' written signature. Customer may not assign without Cloudshadow's consent; Cloudshadow may assign to an affiliate or successor. Electronic signatures (DocuSign or equivalent) are acceptable. If any provision is held unenforceable, it shall be reformed to the maximum enforceable extent and the remainder shall remain in effect.

9. Service Commencement; Existing Supplier Contracts

All services under this Agreement - onboarding, account monitoring and management, monthly reports, and market monitoring — begin for every Account on the Effective Date (the master start date in the signature block). Supplier contracts Cloudshadow did not facilitate, including future-dated contracts Customer is already committed to ("Existing Supplier Contracts"), shall be honored, and Cloudshadow shall not terminate one or trigger an early-termination fee without Customer's written consent; no management fees accrue on supply delivered under them. Competitive supply under this Agreement begins for each Account on its "Supply Start Date" — the expiration of the last current or committed Existing Supplier Contract for that meter, or the earliest utility-permitted switch date if none. Because Customer may hold multiple contracts across multiple meters, the Supply Start Date is recorded per Account on Addendum A. Cloudshadow may bid for contracts effective on or after that date; Customer shall execute any supplier contract it accepts.

ADDENDUM A — Account List and Fee Schedule

This Addendum A is incorporated into and forms part of the Cloudshadow Energy Services Agreement. Customer signs the final page of this Addendum to authorize, for each Account, the commodity, per-unit management fee, and Supply Start Date set forth below. Every Account row must be complete - commodity, brokerage fee, and Supply Start Date are required for each Account; incomplete rows are not authorized.

Commodity key: EL = Electric (fee in $/kWh) | NG = Natural Gas (fee in $/Therm).

#	Comm. (EL/NG)	Utility Account No.	Service Address	Utility Name	Brokerage Fee	Supply Start Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Additional pages form one Addendum A. Signatures on the final page authorize all Account rows on this and preceding Addendum A pages.
Supply Start Date (Section 9): competitive supply begins at expiration of the last current/committed supplier contract for that meter, or the earliest utility-permitted switch date if none.

CUSTOMER - Authorizing the account terms above	CLOUDSHADOW ENERGY LLC
Authorized Signature	Authorized Signature
Printed Name & Title	Printed Name & Title
Date	Date

PART 3

Conforming Amendment to Application Exhibits

Exhibit B-4, and Exhibits A-9 through A-12, B-5, and Section C

Exhibit A-9: "Director and Officer Information"

The following is a complete list of Cloudshadow Energy's officers, directors, partners, members, managers, or similar officers. A current resume for each officer and director is attached.

Officer 1

(a) Name: Scott Stiner. (b) Job title: Chief Executive Officer. (c) Business address: 66 W Flagler Street, Suite 900, PMB 12628, Miami, FL 33130. Business phone: 866-811-6651. (d) Resume: Attached as part of Attachment A-9.

Officer 2

(a) Name: Karen Tomaine. (b) Job title: Chief Compliance Officer. (c) Business address: 66 W Flagler Street, Suite 900, PMB 12628, Miami, FL 33130. Business phone: 866-811-6651. (d) Resume: Attached as part of Attachment A-9.

Exhibit A-10: "Business Registration"

Cloudshadow Energy's business registration is attached as Attachment A-10. (a) A copy of Cloudshadow's Certificate of Incorporation/Formation as filed in Florida, together with its Articles of Incorporation, all amendments, and its operating agreement, is attached. (b) A current Certificate of Legal Existence and Good Standing is attached. (c) Cloudshadow's business registration on file with the Connecticut Secretary of the State is attached.

Exhibit A-11: "Corporate Structure"

A chart depicting Cloudshadow Energy's entire corporate structure, showing the names and relationships of all affiliates — including any subsidiary, peer, or parent companies and any entities under common ownership — is below.

Cloudshadow Energy LLC — Electric Aggregator (Applicant). No subsidiary, parent, or peer companies. No entities under common ownership.

Affiliates that are licensed Connecticut electric suppliers: Not applicable, as Cloudshadow Energy has no affiliates. Cloudshadow Energy LLC's corporate structure consists solely of Cloudshadow Energy, owned by Scott Stiner and Karen Tomaine.

Exhibit A-12: "Financial Statements"

(a) Most recent financial statements. Cloudshadow is newly formed and does not yet have full historical statements; an opening balance sheet is attached.

(b) Budgeted financial statements (next 12 months). Cloudshadow's budgeted financial statements for the upcoming 12-month fiscal period are attached as Attachment A-12(b).

(c) Projected fees (next 12 months). Consistent with Exhibit B-4(d), Cloudshadow does not charge electric customers any membership, enrollment, monthly, quarterly, or annual fee. Cloudshadow's compensation is a brokerage fee paid by the electric supplier and built into the supply price. Accordingly, Cloudshadow's projected revenue for the upcoming 12-month period consists of supplier-paid brokerage fees rather than customer-charged fees. A summary of projected supplier-paid brokerage revenue is attached as Attachment A-12(c).

(d) Capital structure and prepaid customer funds. Consistent with Exhibit B-5, Cloudshadow does not collect prepaid funds, deposits, or advance payments from electric customers; customers pay their electric supplier and EDC directly, and Cloudshadow is compensated by the supplier. Because Cloudshadow holds no prepaid customer funds, there are no customer funds at risk in the event of a service cancellation.

Exhibit B-4: "Electric Aggregation Program" — Connecticut Individual (Direct-Sign) Model

Cloudshadow Energy ("Cloudshadow," the "Applicant," or the "Company") submits the following statement describing how it intends to serve Connecticut electric customers. Cloudshadow is a retail energy broker that assists commercial and industrial (C&I) electric customers in evaluating and selecting competitive electric supply. Cloudshadow does not take title to, generate, or deliver electricity; the electric distribution company ("EDC") continues to deliver power and provide billing, and a licensed electric supplier provides the generation supply. Cloudshadow is compensated by the electric supplier and not by the customer. Cloudshadow does not market to, solicit, or enroll residential customers.

No load aggregation or bundling in Connecticut. Consistent with the Authority's Final Decision in Docket No. 10-06-24 (March 16, 2026) and Conn. Gen. Stat. § 16-1(25), Cloudshadow has removed the limited power of attorney (LPOA) from its Connecticut customer agreement. Because an aggregator is not authorized to hold a power of attorney or to enroll customers with suppliers on their behalf, Cloudshadow does not, and cannot, bundle or aggregate Connecticut customers' loads into buying groups. Removal of the LPOA therefore eliminates any bundling option for Connecticut customers. Instead, each Connecticut account is priced and placed individually on a direct-sign basis: Cloudshadow solicits competitive supplier offers and presents them, and the customer alone selects the supplier and executes the supplier contract directly. The load-aggregation/bundling option Cloudshadow may offer in other jurisdictions is not available to Connecticut customers.

(a) Cloudshadow's Connecticut program — individual, direct-sign placement

In Connecticut, Cloudshadow does not aggregate or bundle customer loads. Cloudshadow works with each participating C&I customer on an individual basis to obtain competitive supply pricing and terms from licensed electric suppliers. The program operates as follows: Cloudshadow evaluates the customer's usage profile (obtained with the customer's authorization from the customer's bill and/or the EDC) and its supply objectives; Cloudshadow solicits and compares offers from licensed Connecticut electric suppliers and presents the customer with supply options, including price, term length, and product type (e.g., fixed or variable rate); the customer selects a supplier and product and, if it chooses to proceed, enters into a Cloudshadow Energy Services Agreement documenting the terms of Cloudshadow's engagement and executes a separate supply contract directly with the chosen licensed supplier; and Cloudshadow provides ongoing account support for the life of the supply agreement, including assistance at renewal.

Participation is entirely voluntary and opt-in. The customer's electric distribution service, delivery, and consolidated billing through the EDC are unchanged. Cloudshadow does not enroll customers on an opt-

out or municipal basis, and does not combine customers into a group; every customer affirmatively agrees to participate and signs its own supplier contract directly.

(b) Reasoning for filing this application

Cloudshadow is filing to obtain electric aggregator registration so that it may lawfully arrange competitive electric supply for Connecticut C&I electric customers in compliance with Conn. Gen. Stat. § 16-245 and §§ 16-245-1 et seq. of the Regulations of Connecticut State Agencies. No electric supplier informed Cloudshadow that it was required to file this application; Cloudshadow is filing on its own initiative to comply with Connecticut law.

(c) Marketing methods; agents; monitoring and training

Cloudshadow markets its services to C&I customers primarily through general advertising and referral partnerships. Its customer-acquisition efforts are limited to telephone contact and in-person meetings; leads are generated predominantly through warm referrals and referral relationships as well as general advertising, and cold outreach is rare. Cloudshadow does not operate a cold-calling telemarketing program and does not conduct residential door-to-door sales or solicit residential customers.

Who engages with customers. Customer-facing contact is made by Cloudshadow's own sales representatives and by contracted independent agents acting under written agency agreements with Cloudshadow. All agents are required to identify themselves as representing Cloudshadow (not the EDC and not a specific supplier unless authorized), to use only Cloudshadow-approved scripts and materials, and to comply with all applicable marketing, telemarketing, and consumer-protection laws, including the TCPA and all federal and state Do-Not-Call requirements.

Contracts with agents. Cloudshadow contracts with agents under a written Agent/Independent Contractor Agreement that requires compliance with Connecticut law and PURA regulations, prohibits deceptive or high-pressure practices, requires accurate disclosure of Cloudshadow's role and compensation, and permits Cloudshadow to audit, suspend, or terminate any agent for non-compliance.

Monitoring. Cloudshadow audits individuals engaging customers on its behalf through annual reviews, regular weekly interactions, and tracking of complaint rates and termination/cancellation rates by agent, and applies corrective action (retraining, suspension, or termination) for agents who fail to meet standards.

Training. Before engaging customers, each representative and agent completes Cloudshadow's onboarding and compliance training covering Cloudshadow's role as a supplier-compensated broker/aggregator, required disclosures, prohibited conduct, accurate presentation of price and contract terms, the customer's right to cancel/rescind, and complaint handling. Cloudshadow's training and marketing materials — including the approved sales script, disclosure statement, and agent compliance manual — are attached as Attachment B-4(c).

(d) Requirements or obligations imposed on electric customers; membership/fee requirements

To participate, a customer must: (i) be an eligible Connecticut C&I electric customer of the serving EDC; (ii) authorize Cloudshadow to review the customer's account/usage information; and (iii) execute a Cloudshadow Energy Services Agreement and enroll with the selected licensed electric supplier by signing the supplier's contract directly. Cloudshadow does not require membership dues and does not charge the customer any membership fee, enrollment fee, or separate service fee. Cloudshadow's compensation is a

brokerage fee paid to Cloudshadow by the electric supplier and included within the supply price the customer agrees to (see items (e) and (g)).

(e) Membership fee structures and schedules; copy of customer contract

Cloudshadow has no membership fee structure or fee schedule charged to customers. There are no membership dues, initiation fees, or periodic charges billed by Cloudshadow to the customer. The only document a customer signs with Cloudshadow is the Cloudshadow Energy Services Agreement, which discloses the terms of the engagement, including that Cloudshadow is compensated by the supplier through an approved brokerage fee built into the final supply price. A copy of the form Cloudshadow Energy Services Agreement issued to customers is attached as Attachment B-4(e).

(f) How Cloudshadow selects electric suppliers for its customers

Cloudshadow selects electric suppliers only from among suppliers licensed by PURA to sell electric generation service in Connecticut. For each account, Cloudshadow solicits bids from every PURA-licensed supplier with which it has an executed master brokerage agreement and that serves the customer's EDC territory. In presenting options, Cloudshadow considers factors including price competitiveness, contract terms and length, product type (fixed vs. variable), the supplier's financial stability and regulatory standing, the supplier's customer-service and billing performance, and the fit between the offer and the customer's usage profile and objectives. Cloudshadow presents options to the customer, and the customer makes the final selection and contracts directly with the chosen licensed supplier.

(g) How Cloudshadow is compensated; pricing/compensation structure

Cloudshadow is compensated solely by the electric supplier — not by the customer. When a customer enrolls with a supplier through Cloudshadow, Cloudshadow receives a brokerage fee from that supplier for its brokerage services. That approved brokerage fee is expressly stated in, and signed off by the customer on, the Cloudshadow Energy Services Agreement at the point of engagement, and is built into the final supply price the customer agrees to pay the supplier; Cloudshadow does not impose any separate or additional charge on the customer, and the customer pays nothing to Cloudshadow directly. Cloudshadow receives no additional compensation from suppliers beyond this disclosed per-unit brokerage fee.

(h) Copies of contracts between Cloudshadow and electric suppliers

Cloudshadow Energy has not yet executed a supplier agreement; executed agreements will be provided to the Authority upon request.

(i) Copies of marketing and/or training materials provided by an electric supplier

No electric supplier has provided marketing or training materials to Cloudshadow. All materials used by Cloudshadow are Cloudshadow-created and Cloudshadow-approved.

(j) Description of any other services offered to customers

In addition to supplier selection, Cloudshadow offers its customers ongoing account support and a point of contact for supply-related questions; usage and contract review; assistance comparing renewal options and re-shopping supply at contract expiration; and assistance resolving supplier or billing inquiries. Cloudshadow also provides natural gas brokerage services and REC/green options (as offered by suppliers), and a Monthly Intelligence Report analyzing the customer's budget, usage, and billing.

Exhibit B-5: "Customer Termination"

(a) Termination policy; grounds and process; Early Termination Fee

Grounds for termination by Cloudshadow. Cloudshadow may terminate a customer from its program for cause, including the customer's material breach of the Cloudshadow Energy Services Agreement; nonpayment or default under the customer's supply agreement resulting in the supplier dropping the account; the customer no longer being an eligible EDC customer; fraud or misrepresentation; or discontinuation of the supplier relationship or the program. Cloudshadow does not disconnect electric service — only the EDC provides delivery — and a customer removed from Cloudshadow's program is returned to the EDC's standard service or to another supplier of the customer's choosing.

Process. Where a customer is to be terminated for cause, Cloudshadow provides written notice stating the reason and the effective date, consistent with the notice terms of the Energy Services Agreement and applicable Connecticut requirements, so the customer experiences no interruption of electric delivery.

Early Termination Fee (ETF). An Early Termination Fee applies when a customer voluntarily cancels the Energy Services Agreement, or the corresponding supplier contract, before the end of the contract term (other than during any applicable rescission/cancellation window or as otherwise permitted by law). The ETF is calculated as the remaining projected load in the contract multiplied by the Cloudshadow Energy contracted brokerage fee, and is due directly to Cloudshadow on any customer default; the supplier addresses any supply-contract penalties directly with the customer. The existence, amount, and calculation of the ETF are disclosed in writing before enrollment in the Cloudshadow Energy Services Agreement and the supplier's contract terms, are reviewed by the representative or agent during the sales presentation, and are restated in the customer's contract documents.

(b) How a dissatisfied customer can terminate; refunds of fees or advance payments

A dissatisfied customer may cancel without penalty within any rescission or cancellation period provided by the supplier's contract and by Connecticut law, by contacting Cloudshadow or the supplier. After that window, the customer may terminate by notifying Cloudshadow and/or the supplier; if under a fixed-term supply agreement, the ETF described in (a) may apply, and if on a month-to-month, the customer may cancel per the contract's notice terms without an ETF. Upon termination, the customer is returned to EDC standard service or may enroll with another supplier of its choice, with no interruption of electric delivery. Cloudshadow does not collect membership fees or advance payments from customers, so there are no Cloudshadow fees or prepayments to refund.

C. Consumer Services

(C-1) Contact for Regulatory Complaints

Name: Karen Tomaine. Title: Chief Compliance Officer. Address: 66 W Flagler Street, Suite 900, PMB 12628, Miami, FL 33130. Direct Telephone: 866-811-6651. Fax: N/A. E-mail: ktomaine@cloudshadow.com.

(C-2) Sample Notice to Enrolled Customers (§ 16-245-3(d))

The sample notice Cloudshadow will issue to each enrolled customer, consistent with § 16-245-3(d) of the Regulations of Connecticut State Agencies, is set out below and attached as Attachment C-2:

SAMPLE NOTICE — CLOUDSHADOW ENERGY. (Electric Supply Enrollment)

Dear [Customer Name]: You have chosen Cloudshadow Energy to arrange your competitive electric supply. This notice explains your enrollment and your rights.

Your electric supplier: [Supplier name], a Connecticut-licensed electric supplier, will provide your electric generation supply under a supply contract you sign directly. Cloudshadow Energy is your broker and is paid by the supplier, not by you.

Price and term: Your generation price is [price/product] for a term of [term]. Your delivery service and billing continue through your electric distribution company (the "EDC"), [EDC name].

Your right to cancel: You may cancel within [rescission period] without penalty. After that period, an Early Termination Fee of [ETF amount/formula] may apply if you cancel a fixed-term agreement early.

Cost: There is no separate fee charged to you by Cloudshadow Energy; Cloudshadow's compensation is included in the supply price shown above.

Questions or complaints: Contact Cloudshadow Energy at [toll-free/phone], [email], [address]. You may also contact your EDC, [EDC name], at [EDC address] and [EDC toll-free number], or the Public Utilities Regulatory Authority at 1-800-382-4586.

Sincerely, Cloudshadow Energy — [signatory/department]

(C-3) Providing Company Address, Toll-Free Number, and Customer-Service Information

As referenced in Exhibit B-4, Cloudshadow provides each customer with the EDC's mailing address, toll-free telephone number, and other customer-service information at the time of enrollment and on an ongoing basis, through (i) the Cloudshadow enrollment materials, (ii) the notice to customers described in C-2, and (iii) Cloudshadow's customer-service communications. Cloudshadow's own toll-free/customer-service contact information is likewise provided, and Cloudshadow directs customers to the EDC and to PURA (1-800-382-4586) for delivery-service and regulatory matters.