FIRST POINT POWER

BROKER AGREEMENT

This Broker Agreement (the "Agreement"), is made and entered into this 20 day of July, 2026 (the "Effective Date") by and between **FPP Holdings, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "FPP"), and Cloudstrata Energy LLC (hereinafter referred to as "Broker"). FPP and Broker may be referred to hereinafter individually as a "Party", and collectively, the "Parties".

WHEREAS, FPP is engaged in the marketing and sale of electricity and natural gas supply (the "Products").

WHEREAS, Broker provides various services to third-party clients ("Clients"), including the soliciting of bids for Products from sellers, and Broker is qualified to do business in the jurisdictions in which FPP markets and sells its Products.

WHEREAS, FPP wishes to provide bids to Broker to obtain contracts for sales of its Products to potential Clients ("Sales Contracts").

WHEREAS, the Parties want to document their rights and obligations with respect to the solicitation of bids for Products and set forth the mechanism for the collection and remittance by FPP to Broker of fees owed Broker by Clients relating to any contracts for Products such Clients enter into with FPP ("Broker Fee").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agreed as follows:

1. ACTIVITIES. The Parties understand and acknowledge that Broker will represent Clients and may, from time to time, solicit FPP to provide Broker bids for a Client for FPP's Products. Broker, as Clients' limited agent, may provide other assistance to Clients in the negotiation and/or execution of Sales Contracts between FPP and such Clients. FPP shall determine all prices and terms of sale for the Products. FPP will notify Broker of any price changes for the Products. Both Parties agree and acknowledge that this is a non-exclusive arrangement and either Party retains the right to engage with other brokers or retail energy suppliers, without liability or obligation to the other Party.

2. TERM AND EXPIRATION. This Agreement may be terminated by either Party at any time for any reason. Said termination will be effective after either Party sends to the other, by mail to the respective notice addresses listed in this Agreement or by email, a written notice of intent to terminate at the expiration of thirty (30) days from the date upon which such notice is mailed or otherwise delivered to the other Party. Such termination will then occur at the end of the thirty (30) day notice period. In the event of material breach of this Agreement by either Party, the non-breaching Party shall deliver a notice of such breach to the breaching Party. The breaching Party will then have ten (10) business days (the "Cure Period") to cure such breach. At the end of the Cure Period, the non-breaching Party will have the right to terminate the Agreement immediately, reserving any other rights and/or remedies it may have in law or in equity.

3. BROKER FEES.

3.1. FPP will only be obligated to collect and remit, and Broker will only be entitled to receive, a Broker Fee on a per-Client basis, as compensation for Broker's services on behalf of Clients for which it has obtained a bid from FPP and such Client has executed a Sales Contract for a Product with FPP as a direct result of that bid, determined by FPP in its reasonable discretion (hereafter an "Acquired Customer"). If an Acquired Customer enters into a new Sales Contract with FPP through a party other than Broker, Broker will cease to be entitled to Broker Fees associated with that Acquired Customer, effective the start date(s) specified in the new Sales Contract for the customer's account(s). FPP will attempt to gather such Broker Fee on Broker's behalf from Acquired Customer, and upon successful collection of such Broker Fee by FPP, remit such Broker Fee to Broker on a monthly basis as described herein. The Broker Fee for each Acquired Customer shall be deemed collected only when FPP receives full payment from the Acquired Customer for Products provided by FPP to the Acquired Customer. FPP will solely determine whether to contract with Clients, and at what terms, and FPP's failure or unwillingness to enter into a Sales Contract with any potential customer will not give rise to a claim by Broker for compensation, or any damages of any kind related to such potential customer.

3.2. Upon a Sales Contract for an Acquired Customer being fully-executed or accepted by FPP, FPP will attempt to issue an enrollment confirmation to Broker via email or other acceptable means, within a reasonable amount of time from receiving the Sales Contract, confirming the execution of a Sales Contract and the level of associated Broker Fee (on a dollars-per-therm or dollars-per-kWh basis) to be paid over the term of the Sales Contract, including any holdover periods. Such confirmation will establish the agreed-upon fee, which FPP will include as part of the rate charged to the Acquired Customer. Should Acquired Customer request FPP to divulge the amount of

the Broker Fee, FPP will first refer Acquired Customer to Broker for such information. If applicable laws require FPP to disclose information regarding the Broker Fee to the Acquired Customer, FPP shall comply with such laws and may release such information without notifying Broker or referring Acquired Customer to Broker.

3.3. FPP will remit Broker Fees to Broker on or before the fifteenth (15th) day of each month (or the following business day if the fifteenth (15th) day of the month falls on a holiday or weekend) following the month in which FPP receives payments from the Acquired Customer in full for the energy sales actually billed to and paid for by the Acquired Customer. In addition to such remittance, FPP shall furnish Broker with computations of kWh usage by Acquired Customers and shall keep an accurate set of books and records regarding the Broker Fees due. FPP will provide Broker an accounting report in an electronic or otherwise mutually agreed-upon format, including sufficient detail regarding the calculation of the total remittance amount.

3.4. Notwithstanding anything to the contrary in this Agreement, Broker will not be entitled to any Broker Fees relating to any portion of an Acquired Customer's Sales Contract terminated before its scheduled expiration date. FPP reserves the right, in its reasonable discretion, to cancel service of any Acquired Customer in breach of the Sales Contract.

3.5. If either Party determines that there was a billing error (e.g., the remittance was based on information that is subsequently determined invalid or incorrect), either Party may deduct from or add to future remittances due under this Agreement.

3.6. Should the Sales Contract be renewed or extended by Broker at any time while the Sales Contract is in effect or during any renewal (automatic or otherwise), extension, or holdover period, FPP will continue to collect and remit the Broker Fee as originally confirmed with Broker, unless a different Broker Fee is determined and confirmed upon renewal or extension, subject to the terms in Section 3.1.

3.7. In the event the Agreement is terminated pursuant to the terms hereof, Broker shall be entitled to the Broker Fee on the active Acquired Customers on fixed rate contracts through the individual contract expiration dates, and such Broker Fees will be remitted to Broker in accordance with regularly scheduled remittance periods (provided that such Acquired Customers remain active customers of FPP and FPP receives payments from such Acquired Customers), subject to the terms in Section 3.1.

4. EXPENSES AND TAXES. Broker agrees to bear all expenses incurred by Broker in connection with its performance hereunder (except those expenses which FPP agrees in writing to reimburse to Broker). Broker hereby covenants and agrees that Broker will be solely responsible for the payment of all income, social security, employment-related and/or other taxes incurred as a result of the performance of services by Broker under this Agreement, and for all obligations, reports, and timely notifications relating to such taxes. FPP shall have no obligation to pay or withhold any sums for or otherwise relating to such taxes. Moreover, Broker shall not be eligible to participate in any health or benefit plan maintained by FPP, and FPP shall not be obligated in any manner whatsoever to offer or provide to Broker any employee health or other benefit.

5. NO PARTNERSHIP, AGENCY, OR JOINT VENTURE. The Parties are each acting as an independent contractor. This Agreement is not intended to create, and does not create, any joint venture, partnership, agency, employer/employee relationship, or any like relationship between the Parties hereto, or as authorizing either such Party to act as the agent of the other.

5.1. CONFIDENTIALITY. Both Parties agree to hold in strictest confidence, without the prior written authorization of the other Party, any Confidential Information of the other Party. For purposes of this Agreement, the term "Confidential Information" means any of the Party's proprietary information, pricing, regulatory research and/or monitoring, technical data, trade secrets, or know-how, including, but not limited to, pricing, analytics, energy market developments, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other sensitive business information disclosed to the other Party, either directly or indirectly.

6. MUTUAL WARRANTIES AND REPRESENTATIONS. Each Party warrants and represents to the other: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to business in the jurisdiction of its formation; (c) there are no material event(s) or other agreement(s) which would impair the Party's right, authority or ability to execute the Agreement and otherwise consummate the transaction; and (c) each Party will act, during the term of this Agreement, in a professional, legal, and ethical manner and otherwise in accordance with the terms of this Agreement.

7. ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BROKER. Broker agrees to make no representations, warranties or commitments that are binding upon FPP and Broker will not execute any agreement on behalf of FPP, nor shall Broker indicate to any Party that it has such authority. Broker warrants and represents to FPP: (a) it has not and will not make any warranty or representation to FPP that is, or becomes at any applicable time during this Agreement, false or misleading; (b) it has any and all licenses, permits, approvals, certifications, or other like legal authorities, to perform the services herein; (c) Broker is authorized to act on behalf of Clients and provide services under this Agreement; (d) there are no pending, or to the knowledge of Broker, threatened, investigations, actions or judgements against Broker; (e) Broker maintains any and all insurance applicable to the performance of its obligations hereunder as required by law, including workers' compensation, health and disability insurance; (f) when required by law, Broker shall disclose to Acquired Customers that its Broker Fee is included within their rate collected by FPP; and (g) Broker shall adequately train all of its employees and/or subcontractors prior to authorizing such parties to perform services under this Agreement.

8. INTELLECTUAL PROPERTY. Both Parties recognize each other's right, title, and interest in and to all service marks, trademarks, and trade names used by the Parties, respectively, and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair such right, title, and interest therein, nor shall either Party cause diminishment of value of said trademarks or trade names through any act or representation. Neither Party shall apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise.

9. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME 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.

10. IDEMNIFICATION. The Parties agree to indemnify and hold the other harmless from any and all liability, claims, demands, costs, judgments, suits and expenses, including attorney's fees, direct or indirect, or requirements imposed by federal or state law upon self-employed individuals, which either Party may be subjected to because of the other Party's negligence or failure to perform and/or comply with any term or condition of this Agreement with which such Party is required by the terms hereof to perform and/or comply. The Parties shall not be obligated to appeal any judgment which would impose liability on the other Party.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with regard to the subject matter hereof, and it cancels and supersedes all prior agreements and understandings between the Parties with regard to said subject matter.

12. AMENDMENTS. There shall be no change, amendment or modification of any of the terms of this Agreement unless the same is reduced to writing and signed by both of the Parties hereto.

13. ENFORCEABILITY. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired thereby.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Delaware.

15. ASSIGNMENT. This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. We may assign this Agreement, or Our rights and obligations hereunder to an affiliate of FPP, or any person, entity, or party succeeding to all or substantially all of the assets of FPP, and any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder.

16. WAIVER OF RIGHTS. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict

compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

17. NOTICES. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by electronic mail, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to FPP:
Attn: Legal Department
FPP Holdings, LLC
2000 Chapel View Blvd., Suite 450
Cranston, RI 02920

If to Broker:
Company: Cloudshadow Energy LLC
Attn: Karen Tomaire, Esq.
Address 1: 66 W Flagler Street
Address 2: Suite 700, PMB 12628
City: Miami
State: FL
Zip: 33130
Phone: 866-811-6511
Email (required): ktomaire@cloudshadow.com

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

"FPP"

Company: FPP Holdings, LLC
By: _____
Name: Peter Schieffelin
Title: CEO
Date: 07/20/2026

"Broker"

Company: Cloudshadow Energy LLC
By: _____
Name: Scott Stiner
Title: CEO
Date: July 16, 2026