BROKER AGREEMENT

This Broker Agreement ("**Agreement**") is entered into this **13th day of August, 2026** ("**Effective Date**"), between **Direct Energy Business, LLC**, a Delaware limited liability company, d/b/a NRG Business, and **NRG Business Marketing LLC** (collectively "**NRG**"); and **Cloudshadow Energy, LLC**("**Broker**"). NRG and Broker are sometimes referred to herein in the singular as "**Party**" and collectively as "**Parties**."

NRG is a seller of electricity, natural gas and other energy related services ("**Energy**") to customers located in various states under the applicable state regulatory acts ("**Retail Energy Provider**" or "**REP**"); and

Broker is in the business of acting as agent for its clients who may be interested in procuring Energy from REPs and has been retained by those clients ("**Customers**" or individually a "**Customer**") to represent them in negotiating with a REP for the purpose of procuring Energy for Customer locations located in the states in which it is authorized to provide broker services.

In consideration of the mutual promises and covenants contained herein, the agreements of the Parties set forth below, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Broker Responsibilities, Representations, Warranties, and Covenants**. Broker will provide NRG the timely opportunity to provide pricing and other proposal materials for the benefit of Customers. Broker agrees and acknowledges that NRG has no obligation to deliver pricing or any other proposal materials to any or all Customers or to negotiate or enter into an agreement for the purchase and sale of Energy ("**Energy Transaction**") with any or all Customers. Broker will submit all pertinent information NRG reasonably requires to develop pricing and other proposal materials and provide Energy to Customers under their Energy Transactions, including but not limited to, utility account numbers, ESIDs, billing data, credit information, IDR data and consumption data. Broker will coordinate and arrange with Customers for the final execution with NRG of all Energy Transactions to which Customers are parties. Broker will work diligently with Customers to successfully resolve with NRG as efficiently as possible any disputes arising under Customers' Energy Transactions. Broker is liable under this Agreement for all acts and omissions of its employees, representatives, and contractors.

Broker represents, warrants, and covenants that throughout the term of this Agreement:

(a) Broker's relationship with Customers is not a joint venture, partnership, association, principal-agent, fiduciary or employer-employee relationship;

(b) Broker has the right to represent each Customer and has executed the necessary documentation (such as a letter of authorization to obtain load information). Within two business days after NRG's written request, Broker will provide NRG copies of executed documentation between Broker and Customers to confirm Broker's compliance with this subsection.

(c) Broker is not an officer, director or employee of, nor does it own more than 5% of the equity of, a competitor of NRG.

(d) Broker (i) now has and will maintain in full force and effect all consents, licenses and authorizations of any public utility commission (PUC) or other governmental authority that it is required to obtain with respect to this Agreement and will use all reasonable efforts to obtain any that may become necessary in the future, and (ii) will comply with applicable PUC guidelines and rules, including those relating to licensing, disclosure, marketing, customer protection, and the filing of regular reports on customer complaints.

(e) Broker will comply with the Confidentiality provisions of Section 10.

(f) When a Customer requests brokerage/consulting services, Broker will disclose to Customer (i) that Broker is an agent of Customer only and not an agent of NRG; (ii) all of its trade or commercial names, (iii) any service relationships with Energy providers, including NRG, (iv) the sources of Broker's compensation for the brokerage/consulting services (whether paid to Broker by NRG out of payments actually received by NRG from Customer, or directly from Customer), and (v) that NRG is not liable or responsible for any act or omission of Broker.

(g) Broker will behave honestly, ethically, with integrity, and will conduct itself in the spirit of fairness during all interactions with Customers and NRG. Broker will not act in any manner that could impair NRG's reputation or good will;

(h) Broker will not, either alone or in association with others (i) solicit, or encourage any organization directly or indirectly controlled by Broker or any affiliate of Broker, to solicit, any employee of NRG or any of its affiliates (a "**NRG Employee**") to leave the employ of NRG or any of its affiliates, (ii) solicit for employment, or for hire or engagement as an independent contractor or consultant, or permit any organization directly or indirectly controlled by Broker or any affiliate of Broker to solicit for employment, or for hire or engagement as an independent contractor or consultant, a NRG Employee during the term of the NRG Employee's employment with NRG or

any of its affiliates; provided, that this paragraph will not apply to any NRG Employee whose employment with NRG or any of its affiliates has been terminated for a period of one year or longer. This restriction on solicitation will apply only (i) to NRG Employees with whom Representative has had material contact in the course of providing services under this Agreement, and (ii) where such material contact occurred within the 12-month period prior to the solicitation at issue. Additionally, prohibited solicitation under this section does not include instances where the NRG Employee, on his or her own initiative, seeks out the employment at issue or responds to a general solicitation, advertisement or job posting not targeted toward the NRG Employee.

(i) Broker will not provide false or misleading information to a Customer or NRG in response to a request for information. Broker will share truthfully with Customers all bids from NRG and other Energy providers.

(j) Broker must use NRG's most current form of agreement as of the date the Customer signs an Energy Transaction, unless NRG has agreed to sign a different form of supply agreement for the Customer,

(k) Broker will work with NRG and Customer to resolve issues or disputes arising from or related to Customer Energy Transactions for which Broker is receiving or has received payments pursuant to a Broker Confirmation.

(l) Broker will be responsible for ensuring that the Customer's contract signatory is authorized to sign the Energy Transaction on behalf of the Customer. Broker will obtain and provide NRG with documentation of that authority.

(m) Broker is not subject to any non-competition agreement that would be violated upon Broker's execution of this Agreement.

If Broker breaches any of the covenants (a) through (m) above ("**Broker Covenants**"), then for each separate breach of the Broker Covenants, Broker will pay as liquidated damages ("**Liquidated Damages**") an amount equal to the Average Broker Transaction Fees paid to Broker during the previous 12 calendar months under this Agreement and any prior agreement between Broker and NRG, if any. NRG may withhold payment of Fees payable under this Agreement or any prior agreement, if any, between Broker and NRG, up to the total amount of Liquidated Damages owed by Broker. The Average Broker Transaction Fee for the preceding 12 calendar months will be calculated as follows:

Average Broker Transaction Fee =

$$\Sigma xy_n = \frac{xy_1 + xy_2 + xy_3 \ldots + xy_n}{n}$$

Where for each payment:

X= The Broker Fee per unit used to calculate the payment.

Y= The quantity of Energy used to calculate the payment.

n = The total number of payments made during the preceding 12 calendar months (True-up payments will not be included in this calculation).

The Parties acknowledge that damages resulting from Broker's breach of any of the Broker Covenants are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and, except for breach of Sections 1(e), 1(g), and 1(i), the Liquidated Damages constitute a reasonable approximation of the loss. NRG's right to Liquidated Damages for breach of any of the Broker Covenants is in addition to its termination right for performance default described in **Section 2** below.

2. **Term and Termination**.

(a) **Term.** The term of this Agreement will commence upon the Effective Date and continue month-to-month thereafter unless terminated as provided herein.

(b) **Termination for Default.** Either Party at any time at its sole option may terminate this Agreement if the other Party fails to perform any material duty, obligation, covenant or agreement (including but not limited to making payments due under this Agreement), and that default continues longer than five days from the time the defaulting Party is notified in writing by the non-defaulting Party of the default. However, if Broker violates the terms of Broker Covenants in Sections 1(e), or 1(h), then NRG may immediately terminate this Agreement without prior notice to Broker.

(c) **Termination for Convenience.** Either Party has the right to terminate this Agreement at any time for convenience, without liability to the other, effective upon five days' prior written notice.

(d) **Termination of Energy Transaction.** If at any time after the Effective Date, there exists an event of default, change in law, regulatory action, judicial action or any other event or circumstance that results in termination of the Energy Transaction by NRG or Customer, then NRG's obligations under this Agreement arising from the terminated Energy Transaction also terminate and NRG will be released from any and all subsequent payment obligations to Broker relating to the terminated Energy Transaction.

(e) **Effect of Termination.** If either Party terminates this Agreement pursuant to sections 2(b) or 2(c) then for any Energy Transactions entered into between NRG and Customers for which a Broker Confirmation has been executed through the effective date of the termination, and subject to NRG's right to payments from Broker for any Annual True-Up Payments or reimbursements due to Customer defaults, as provided in **Exhibit A,** and NRG's rights regarding termination for violation of covenants 1(e), and 1(h), NRG will continue to pay Broker any Fee

it is entitled to as long as the Initial Term of any Energy Transaction (as defined therein) for which a Broker Confirmation has been executed is still in effect. However, if NRG has terminated this Agreement for Broker's violation of covenants 1(e), or 1(h), then Broker will forfeit all Broker Fees under all Energy Transactions, and in addition NRG will have all other remedies afforded to it under this Agreement, at law or in equity.

Broker's obligation to reimburse NRG, whether by NRG invoicing Broker or setting off amounts owed to Broker, involving Energy Transactions entered into before termination of the Agreement, survives termination of this Agreement. . NRG has no liability to Broker for any Energy Transaction entered into after termination of this Agreement.

3. **Compensation**.

(a) If NRG and Customer enter into an Energy Transaction, NRG will collect from Customer and remit to Broker, a Fee in accordance with the terms of this Agreement and **Exhibit A**. NRG will not pay Broker any Fee while a Customer is more than 45 days delinquent on any invoices nor upon Customer's filing for bankruptcy.

(b) If as a direct result of Broker's efforts, NRG enters into a Customer Energy Transaction, NRG will prepare a confirmation ("**Broker Confirmation**") in a form substantially similar to that attached hereto as **Exhibit B**. If Customer adds locations to that Customer Energy Transaction through NRG's email request process or other NRG accepted process, with or without Broker's efforts, then those added locations will be deemed included in the Broker Confirmation and will be reflected on NRG's monthly payment report to Broker. NRG reserves the right to independently offer additional services and/or products to Customers without paying additional fees to Broker.

(c) **Renewals.** NRG will pay a Fee to Broker under this Agreement for (i) any amendment to an Energy Transaction that extends the Initial Term of the Energy Transaction beyond the Initial Term originally agreed to or (ii) any additional or subsequent Energy Transaction(s) between NRG and a Customer (collectively "**Incremental Customer Business**") **if and only if**, (1) Broker notifies NRG in writing of Broker's intent to pursue Incremental Customer Business and NRG fails to object in writing within 15 days after receiving Broker's notice communicating its plan to pursue Incremental Customer Business or (2) Broker provides to NRG a letter on Customer's letterhead or other proof of Customer's intent that Customer wishes Broker to obtain pricing from NRG on behalf of Customer or otherwise work with NRG to enter into a renewal amendment; and (3) Broker has played an active role in signing of the renewal. NRG may object to Broker's notice only if (a) the Customer has presented to NRG a letter on Customer's letterhead or other proof of Customer's intent to appoint another broker as Customer's sole and exclusive representative for the procurement of Energy service, or (b) Customer notifies NRG in writing that Broker has failed and/or refused to perform Broker's responsibilities hereunder on Customer's behalf, or (c) Broker has, following reasonable written notice, from NRG failed and/or refused to perform Broker's responsibilities hereunder on behalf of the subject Customer.

(d) **Fee Recovery.** If NRG becomes involved in any litigation or other disputes with a Customer as a result of Broker's actions or inactions, NRG will be entitled to recover the costs of that litigation or dispute from Broker and may withhold any future Fee payment until those costs are recovered If Broker owes NRG any money because NRG has overpaid Broker or because a Customer defaults on a transaction that results in Unearned Broker Fees, as defined in **Exhibit A**, then NRG, at its sole discretion, may seek reimbursement from Broker or setoff any or all amounts owed to Broker against any or all amounts owed by Broker to NRG.

4. **Co-brokers.** .

To perform Broker's responsibilities under this Agreement, Broker may (a) engage or otherwise make use of another broker, subcontractor or agent to represent Broker's Customers and obtain NRG pricing or agreements for purposes of Broker's customer-facing activities ("**Co-Broker**") or make Broker's computerized broker network or similar system available for use by Co-Brokers for these purposes. NRG may at any time request and Broker will provide a list of all Co-Brokers within two business days after NRG's request. Broker will be responsible for any defaults under this Agreement including breach of Broker Covenants by Co-Brokers or arising out of the Co-Broker's actions as if they had been performed by Broker and NRG will have all remedies available to it under this Agreement. NRG will have no obligation to pay a Co-Broker a Fee for Energy Transactions brought to NRG by a Co-Broker. Any Broker Fees that NRG may owe as a result of a Co-Broker's efforts will be paid to Broker.

Broker will assure that Co-brokers receiving NRG's pricing information and agreements have passed a lawful civil and criminal background investigation conducted by a reputable background check agency. Broker will obtain written consent from all of its Co-Brokers allowing Broker to review and share with NRG the civil and criminal backgrounds of the Co-Brokers to ensure they do not have a history involving unethical or criminal conduct that could present risk to prospective or existing NRG customers, NRG, or Broker. Broker will conduct the background checks in compliance with all applicable regulations and base those checks on publicly available information using databases such as Lexis/Nexis, DNBi, state and federal records or other services.

Unsatisfactory background check results will include, but are not limited to:

Any record of a conviction involving a crime of moral turpitude, which would involve conduct that is considered contrary to community standards of justice, honesty or good morals. For example, crimes such as

blackmail, embezzlement, forgery, larceny, theft, robbery, perjury, mail fraud, willful tax evasion, lewdness and conspiracy are typically classified as crimes of moral turpitude (in addition to others).

Any felony conviction regardless of the length of time since conviction.

Any Misdemeanor – Class A conviction within the past 10 years.

Any Misdemeanor – Class B conviction within the past 5 years.

Broker will archive the results of background checks during the duration of this Agreement with NRG plus two years. Broker grants NRG, following at least 15-day notice, the right to audit Broker's records of background checks of its Co-Brokers.

Broker will make the background materials available to NRG and will store information reasonably necessary to identify its Co-Brokers and related background check results verifying compliance with this provision of the Agreement. NRG may at any time audit Broker's background checks of Co-brokers and to the extent it deems necessary, NRG may perform civil and criminal background checks of Co-brokers. Broker will inform Co-brokers that NRG may review background check results. Broker will obtain and provide to NRG, Co-brokers' written consent to this review of background checks. NRG may refuse to credential a Co-broker and refuse to permit Broker to offer NRG pricing and agreements until NRG has completed a review of background check or to a Co-Broker who has refused to permit background checks. NRG may revoke such permission if a Co-broker fails a background check.

If Broker becomes aware that a previously credentialed Co-broker is subsequently convicted of any offense that would have resulted in the Co-broker not passing the background check , or if Broker becomes aware that a Co-Broker has breached the Broker Covenants, Broker must notify NRG of the subsequent conviction or breach. NRG may at any time in its sole discretion immediately revoke the credentials, or refuse to permit a Co-Broker to offer NRG pricing and agreements for any reason or no reason.

5. **Relationship of the Parties**. Neither Party to this Agreement has any right to obligate or bind the other in any manner nor to represent to third parties that it has any right to enter into any binding obligations on the other's behalf. This Agreement is not exclusive and each Party retains the right, at its sole discretion, to acquire the same or similar services from others without any obligation to the other Party.

6. **Notices**. All notices and other communications required or permitted under this Agreement will be validly given, made, or served if in writing and delivered by regular mail (including registered or certified mail, return receipt requested), Internet (receipt confirmed), overnight carrier, or hand delivered to a Party at the following address:

If to Broker at:

Cloudshadow Energy LLC
66 W Flagler Street, Suite 900,
PMB 12628, Miami, FL 33130
Telephone: 866-811-6511
Facsimile: NA
Attn: Scott Stiner

If to NRG at:

Direct Energy Business, LLC NRG
Business Marketing LLC NRG
Tower
1301 McKinney Street; Suite 48000
Houston, Texas 77010
Attn: Contract Management

Notice by regular mail is deemed to have been received three business days after it is sent, unless sent by registered or certified mail, return receipt requested, in which event it is deemed to have been received on the date the receiving Party signs for it. Notice by facsimile, Internet or hand delivery is deemed to have been received by the close of the business day on which it is transmitted or received or the following business day if received after close of business. Notice by overnight mail is deemed to have been received two business days after it is sent. Either Party may change the above address, from time to time by providing written notice in compliance with this section.

7. **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of law principles that might otherwise be applicable, except with respect to the enforcement, procedural, and substantive matters of a State relating only to the competitive retail Energy market and regulation of brokers operating in that State (the "**Excepted Matters**"). The Excepted Matters are governed by, and construed, enforced, and performed according to the Law of the State in which the Customer meter locations for which the broker has provided its services are located.

8. **Agreement Binding**. This Agreement is binding upon the Parties and may not be assigned by Broker to any third party without NRG's prior written consent. That consent will not unreasonably be withheld. Any transfer or assignment in violation of this paragraph is null and void.

9. **Laws and Regulations**. Each Party will at all times comply with all applicable laws, statutes, rules, regulations and ordinances in the exercise of its duties and obligations.

10. **Confidentiality**. Broker will maintain the confidentiality of any information it receives from NRG pertaining to NRG's pricing, form agreements, executed, unexecuted, or drafts of agreements, products and activities, except to the extent disclosure to Customers is required to negotiate and execute Energy Transactions with NRG. Broker will not, release

proprietary information from any Customer or NRG to any other Customer, or to any person, including, but not limited to, contract or temporary employees of Broker, unless Customer or NRG (as applicable) authorizes the release in writing. . In addition, if either Party provides confidential information to the other in writing which is identified as confidential, the receiving Party will, to the extent authorized by law, protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information; provided, neither Party is required to hold confidential any information that becomes publicly available other than through the receiving Party, that is required to be disclosed by a governmental or judicial order, or by statute, is independently developed by the receiving Party or that becomes available to the receiving Party without known restrictions from a third party. Broker has not disclosed and will not disclose to NRG any information that Broker is bound by confidentiality obligations not to disclose, and Broker indemnifies NRG against claims by third parties that Broker has disclosed confidential information of the third party.

11. **Waiver**. A waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any rights under this Agreement, will not in any way affect, limit, or waive that Party's right to enforce and compel strict compliance with other terms or provisions of this Agreement or to pursue any claim for non-performance or breach of a like kind or of another nature.

12. Indemnification. Broker shall indemnify, defend and hold harmless NRG and all of its and its affiliates' officers, directors, and employees ("Indemnified Parties"), from and against all liabilities, claims, damages and expenses (including, without limitation, reasonable attorney fees and out-of-pocket expenses) (collectively referred to as "losses") incurred by NRG as a result of, arising out of, or in connection with, (i) any misrepresentations by Broker, its agents or employees, (ii) a breach of this Agreement, or (iii) any negligent, fraudulent or intentional acts or omissions by Broker, its agents or employees; or (iv) any claim that arises out of or is based upon any regulatory actions, complaints or alleged violation of laws or (v) any claim that any party other than Broker is entitled to payment hereunder. In addition, if an agent(s) or a subcontractor(s) is acting or has acted for or on behalf of Broker in a capacity related to or associated with Broker's obligations and services described herein, then Broker shall indemnify, defend and hold harmless the Indemnified Parties from all losses incurred as a result of the actions or inactions of those agent(s) and/or subcontractor(s).

13. **Damages for Breach**.

(a) UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO EITHER PARTY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

(b) THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 13(a)** DOES NOT APPLY TO A VIOLATION BY BROKER OF THE PROVISIONS OF **SECTIONS 1(a), 1(e), 1(f), 1(h)** or **SECTION 10, OR TO BROKER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13**. **IN NO EVENT WILL NRG'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS DUE BROKER HEREUNDER FOR THE ENERGY DELIVERED TO AND PAID FOR BY CUSTOMER**.

14. **Representations and Warranties**. Each Party represents that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has the legal right, power and authority to conduct its business and execute and perform its obligations hereunder; this Agreement constitutes a legal, valid and binding act and obligation of it, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally; and it has all necessary licenses, permits and registrations required to perform its obligations under this Agreement.

15. **Access to Pricing Portal.** NRG grants Broker access to NRG's online account management platform accessible at nrg.com ("**Platform**") subject to the NRG's Terms of Use and the following:

(a) Broker will use the Platform only for the following permissible uses:

- To obtain online Energy quotes to be pursued according to the Broker Agreement; and
- To present those quotes to customers as NRG's offer and not as an offer of any other Energy provider.

(b) Broker will manage its Broker Representatives authorized to access the Platform via NRG's Online Account Management System ("**Authorized Users**") and pursuant to NRG's "**Terms & Conditions – Managing Users**." Management of user access will include Broker's designation of one or more users as "Administrator" with the ability to add and remove access authorization through Broker's profile page. Broker's Authorized Users must comply with the Broker requirements set out in this Broker Agreement Terms of Use.

NRG reserves the right to remove an Authorized User's access at any time in its sole discretion.

(c) Broker and all its employees, contractors or agents ("**Broker Representatives**") employed or retained by Broker who access the Platform must acknowledge the Terms & Conditions for- Pricing Platform Access each time they access the Platform.

(d) **Responsibility of Use** – Broker is responsible for its and its Authorized User's use of the Platform and all activities that occur under Authorized User login. Broker must immediately notify NRG if it suspects or becomes aware of any unauthorized use of the Platform under any Authorized User login. All Authorized Users must properly log out at the end of their sessions. Sessions will automatically expire after a period of inactivity but Authorized Users should not rely on this feature and should always log out when discontinuing their sessions. Broker agrees to notify NRG of any errors or problems with the Platform.

(e) **Restriction, Suspension and Termination** – NRG may restrict, suspend, or terminate access to the Platform or restrict Broker's and its Authorized User's ability to use any of the services on the Platform if NRG believes that Broker or an Authorized User has breached these Terms. NRG may remove the Platform as a whole or any sections or features of the Platform at any time, for any reason.

(f) **Liability Restrictions** – While NRG makes reasonable efforts to ensure that all information and content ("**Materials**") on the Platform are correct, accuracy cannot be guaranteed. NRG makes no representations or warranties as to the accuracy or completeness of the information contained on the Platform, results obtained from the use of the Platform, or interruptions in the availability of the Platform. The information provided on the Platform is provided "as is" without warranty of any kind, either express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Even if NRG has been advised as to the possibility of such damages, NRG disclaims all responsibility for direct, indirect, incidental, special, consequential or other damages (including but not limited to damages for lost business, lost profits, or lost data) arising from or because of inaccuracies or omissions in the information contained on the Platform, or in any platform linked to or from the Platform. NRG further disclaims any liability arising from the use of any materials on the Platform, including any damage to Broker's computer or other property or loss of data arising from any use of the materials or the Platform. Some states or jurisdictions may not allow this exclusion or limitation of liability, so the above limitation or exclusion may not apply to Broker.

If Broker is dissatisfied with the Platform, or any information contained in the Platform, Broker's sole and exclusive remedy is to discontinue use. Notwithstanding the foregoing, NRG's liability to Broker is limited in all instances to $100. Broker agrees not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against NRG arising out of or relating to the use of the Platform. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may apply to certain Authorized Users but only to the extent specifically required by the laws of those states or jurisdictions.

Upon the termination of this Broker Agreement, the rights of Broker and its Broker Representatives to access the Platform will be revoked.

(g) **Viruses** - Broker acknowledges and agrees that computer viruses are prevalent on the internet and that viruses may be transmitted inadvertently through this Platform. Broker agrees to assume sole responsibility and hold NRG harmless for any viruses believed to be transmitted through the Platform to the Broker's or Broker Representatives' computer or actions thereof whatsoever, including loss of data. Broker assumes full responsibility for the detection, protection, and eradication of computer viruses on Broker's and the Broker Representatives' computer(s).

16. **Entire Agreement**. This Agreement, including all exhibits attached hereto and any Broker Confirmations executed pursuant hereto constitute the entire understanding between the Parties and supersedes any prior understandings and agreements between them with respect to the subject matter of this Agreement. This Agreement may be amended only by written agreement of the Parties.

17. **Severability.** Except as otherwise stated in this Agreement, any provision or article declared unlawful or unenforceable by a court of law or regulatory agency with jurisdiction, or deemed unlawful due to a statutory change, will not affect the otherwise lawful provisions of this Agreement.

SPECIAL PROVISION: This Agreement will not be binding on NRG unless it is executed and transmitted without modification by Broker to NRG no later than 5:00 p.m. Central Time on the 30th calendar day after the Effective Date. If Broker makes any changes to the executed Agreement, then Broker's attempted acceptance of the Agreement will be invalid and no contract will be formed. Please transmit the executed Agreement to NRG at facsimile number (832) 584-2021 or at the email address ChannelAgreements@nrg.com.

IN WITNESS WHEREOF, this Agreement is executed by the Parties' duly authorized representatives in multiple counterparts to be construed as one as of the Effective Date and inures to the benefit of, and be binding upon, the Parties and their permitted assigns.

DIRECT ENERGY BUSINESS, LLC, d/b/a NRG Business
NRG BUSINESS MARKETING LLC

By: Stephen E. Girard
Name: Stephen E. Girard
Title: President

Cloudshadow Energy, LLC

By: Scott Stiner
Name: Scott Stiner
Title: Chief Executive Officer
Date: August 21, 2026

EXHIBIT A – ELECTRICITY
to Broker Agreement

BROKER'S FEE - MONTHLY PAYMENTS

This **Exhibit A** is part of the Broker Agreement dated August 13, 2026 between Broker and Direct Energy Business LLC ("**NRG"**) ("**Agreement**"). All capitalized terms used, but not defined, have the meanings set forth in the Agreement.

Calculation of Fee: During the Initial Term of Customer's Energy Transaction, NRG will pay to Broker the Broker's Fee in monthly installments ("**Monthly Payments**") as described below. The Monthly Payments will be paid in arrears on or before the 30th day of the month after the last day of the month in which Customer's invoice is issued. All payments will be calculated using the Customer's actual monthly kWh consumption billed ("**Monthly Consumption**").

Payment formula for illustrative purposes:

Monthly Payments = Monthly Consumption billed by NRG x Broker Fee / kWh

NRG will provide Broker with a monthly statement showing Customer's energy consumption and the Broker Fee due under each Customer Energy Transaction. If Broker does not dispute the Broker Fee statement within 180 days after the date of the statement, the statement will be deemed to be correct. If thereafter Broker disputes any discrepancies or omissions, NRG may consider those disputes on a case by case basis.

NRG may true-up the Broker Fee payments made to Broker if NRG determines that Broker has been overpaid or underpaid as a result of Customer (i) being in arrears on its payments to NRG, (ii) otherwise being in default under its Energy Transaction, (iii) no longer receiving service from NRG; or (iv) NRG receives updated information on Customer's actual consumption.

If NRG has underpaid Broker then NRG will add the underpayment to future Broker Fee payments. If NRG has overpaid Broker then NRG will deduct the overpaid amount from future Broker Fee payments until NRG has recouped in full the overpaid amount; or, if future Broker Fee payments are insufficient to cover the amount of the overpayment, Broker must pay the overpaid amount within 30 days after receiving NRG's written notice of the deficiency.

Except as specifically set forth here, all Broker Fee payments will occur as set forth in Section 3 of the Agreement - "Compensation".

EXHIBIT A – GAS

to Broker Agreement

BROKER'S FEE - MONTHLY PAYMENTS

This **Exhibit A** is part of the Broker Agreement dated August 13, 2026 between Broker and Direct Energy Business Marketing LLC (**"NRG"**) ("**Agreement**"). All capitalized terms used, but not defined, have the meanings set forth in the Agreement.

Calculation of Fee: During the Initial Term of Customer's Energy Transaction, NRG will pay to Broker the Broker's Fee in monthly installments ("**Monthly Payments**") as described below. The Monthly Payments will be paid in arrears on or before the 30th day of the month after the last day of the month in which Customer's invoice is issued. All payments will be calculated using the Customer's actual monthly Dth consumption billed ("**Monthly Consumption**").

Payment formula for illustrative purposes:

Monthly Payments = Monthly Consumption billed by NRG x Broker Fee / Dth

NRG will provide Broker with a monthly statement showing Customer's energy consumption and the Broker Fee due under each Customer Energy Transaction. If Broker does not dispute the Broker Fee statement within 180 days after the date of the statement, the statement will be deemed to be correct. If thereafter Broker disputes any discrepancies or omissions, NRG may consider those disputes on a case by case basis.

NRG may true-up the Broker Fee payments made to Broker if NRG determines that Broker has been overpaid or underpaid as a result of Customer (i) being in arrears on its payments to NRG, (ii) otherwise being in default under its Energy Transaction, (iii) no longer receiving service from NRG; or (iv) NRG receives updated information on Customer's actual consumption.

If NRG has underpaid Broker then NRG will add the underpayment to future Broker Fee payments. If NRG has overpaid Broker then NRG will deduct the overpaid amount from future Broker Fee payments until NRG has recouped in full the overpaid amount; or, if future Broker Fee payments are insufficient to cover the amount of the overpayment, Broker must pay the overpaid amount within 30 days after receiving NRG's written notice of the deficiency.

Except as specifically set forth here, all Broker Fee payments will occur as set forth in Section 3 of the Agreement - "Compensation".

EXHIBIT B to Broker Agreement
FORM OF BROKER CONFIRMATION

BROKER CONFIRMATION

Confirmation Date: __/__/20__

From: **Direct Energy Business, LLC** ("**NRG**")

To: _____ ("**Broker**")

Terms: This Broker Confirmation ("**Broker Confirmation**") is being provided pursuant to and in accordance with the Broker Agreement identified below between Broker and NRG and constitutes part of, and is subject to all of the terms and provisions of, that Agreement. All capitalized terms used, but not defined, have the meanings set forth in the Agreement.

Broker Agreement: Broker Agreement dated _____

Customer: _____

Initial Term: Commencing the first Meter Read Date on or after _____**, 20**____, and continuing until the first Meter Read Date after _____**, 20**____

Number of Months in Initial Term: _____ months

Σ Benchmark Quantity for Initial Term (kWh): _ kWh

Broker Fee ($/kWh): **$**_____

SPECIAL PROVISIONS: Failure to object in writing to any errors in this Confirmation within two business days of the Confirmation Date will constitute conclusive evidence of the terms of this Broker Confirmation and the final expression of all of its terms.