CLOUDSHADOW ENERGY

ENERGY SERVICES AGREEMENT

Better Energy Pricing. Better Energy Management.

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 Track Election

(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) Track Election. Customer elects ONE pricing track per Account. Customer may have different Accounts on different tracks, and may switch an Account's track only at contract renewal, on ninety (90) days' prior written notice and with Cloudshadow's confirmation.

> **AGGREGATION TRACK** — Account is grouped with similar loads to obtain competitive bid pricing. Customer grants Cloudshadow the Limited Power of Attorney (LPOA) described in Section 2.

> **INDIVIDUAL TRACK** — Account is priced stand-alone. Cloudshadow solicits competitive bids and presents the best offer; Customer may authorize Cloudshadow to execute supplier and utility documents under the LPOA, or execute them 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).

Text

(d) Account List & Fees. The Accounts — including, for each Account, the commodity (electric or natural gas), the track election, 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, including the Limited Power of Attorney in Section 2, 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.
- By electing the Aggregation Track or by authorizing Cloudshadow to execute supplier documents under the Individual Track, Customer grants Cloudshadow the Limited Power of Attorney set forth in Section 2.
- 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. Limited Power of Attorney

(a) Grant. By electing the Aggregation Track, or by authorizing Cloudshadow to execute supplier documents under the Individual Track, Customer grants Cloudshadow a limited power of attorney ("LPOA") to act on Customer's behalf with respect to the elected Accounts. The LPOA authorizes Cloudshadow to: (i) aggregate Customer's Accounts with similar loads to form a buying group; (ii) solicit competitive bids from eligible suppliers; (iii) review applicable contract terms; (iv) select the best supplier offering, contract term, and pricing in Cloudshadow's reasonable discretion based on its industry experience and best practices, with no required price ceiling; (v) execute supplier agreements on Customer's behalf to effectuate transactions, including Letters of Authorization, agency designations, and other supporting documents; (vi) obtain utility billing data, consumption history, and account information from utilities and suppliers; (vii) terminate or non-renew existing supplier agreements to enable competitive switching; (viii) file informal complaints and dispute bills with utilities or suppliers, with prior written notice to Customer for any individual dispute exceeding $1,000; (ix) add, remove, and update Customer's utility and supplier accounts — including opening, closing, consolidating, or transferring accounts and correcting or updating account information and records — where doing so is necessary for, or affects, the services provided under this Agreement; and (x) complete, execute, and submit any utility and supplier paperwork required to deliver the services, including Letters of Authorization (LOAs) for pricing, historical usage, and account data, agency and broker-of-record designations, enrollment, switch, and renewal forms, and all other documents necessary for the contractual services contemplated by this Agreement — and, where a utility, supplier, or program administrator requires it to process a request, to include or affix Customer's name and logo on such paperwork solely for that operational purpose.

(b) Binding Effect; Cloudshadow Not a Party. Customer acknowledges that Cloudshadow uses the LPOA to commit Customer to supplier, utility, and related contractual services. When Cloudshadow executes any such agreement under the LPOA, it acts solely as Customer's agent and attorney-in-fact, and Customer is the contracting party. Customer is bound by all terms and conditions of each supplier, utility, and related agreement executed under the LPOA — including pricing, contract term, usage commitments, early-termination and cancellation provisions, and fees — to the same extent as if Customer had signed it directly. Cloudshadow is not a party to, and assumes no liability or obligation under, any such agreement, and is not responsible for the performance, payment, or any other obligation owed to or by the supplier or utility thereunder. Customer's obligations under each such agreement survive in accordance with their terms regardless of any amendment to, or termination of, this Agreement.

(c) Limits. The LPOA does not authorize Cloudshadow to: bind Customer to non-energy obligations; waive Customer's regulatory complaint or due-process rights; consent to legal claims against Customer; disclose Customer's confidential information beyond what is necessary to perform under this Agreement; bind Customer to a supplier contract term exceeding thirty-six (36) months without Customer's express written consent; or enroll Customer in any demand response, energy efficiency, or similar program (Cloudshadow may evaluate and recommend such programs, but enrollment requires Customer's pre-approval under a separate service agreement).

(d) Duration; Revocation. The LPOA is coterminous with this Agreement. Customer may revoke the LPOA at any time by written notice or email to Cloudshadow's designated address; revocation of the LPOA alone (without termination of this Agreement) converts the Aggregation Track's affected Accounts to the Individual Track effective immediately. Pending bid solicitations may continue during the 90-day notice period; all supplier contracts already executed under the LPOA remain binding on Customer through their stated term.

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, aggregator, 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 the LPOA on behalf of Customer.

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. Separate from the operational authority granted under the LPOA in Section 2 (which permits use of Customer's name and logo on utility and supplier paperwork as needed to perform the services), Cloudshadow may use Customer's name, logo, or other identifying information in marketing materials only with Customer's prior written approval per use.

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. Sections 2(b), 2(d), 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 aggregate 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 tracking 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 and execute forward contracts effective on or after that date.

ADDENDUM A — Account List and Fee Schedule

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

Track key: A = Aggregation | I-CS = Individual (Cloudshadow executes supplier docs under LPOA) | I-D = Individual (Customer executes directly). **Commodity key:** EL = Electric (fee in $/kWh) | NG = Natural Gas (fee in $/Therm).

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

Add additional pages of this Addendum as needed. Each page must be signed by both parties to be effective. Supply Start Date (Section 9): the date competitive supply begins for the Account — expiration of the last current/committed existing supplier contract for that meter, or the earliest utility-permitted switch date if none.

CUSTOMER — Authorizing the elections above	CLOUDSHADOW ENERGY LLC
Authorized Signature	Authorized Signature
Printed Name & Title	Printed Name & Title
Date	Date