

Independent Agent Compliance & Conduct Manual

Onboarding, training, conduct, and the standards for maintaining agent status

Approved internal policy • Independent energy broker & aggregator • Commercial & industrial

Better energy pricing. Better energy management.

Document Control & Approval

Field	Detail
Document title	Independent Agent Compliance & Conduct Manual
Document owner	Chief Compliance Officer (Karen Tomaine), Cloudshadow Energy LLC
Applies to	All independent agents, referral partners, and sub-agents engaged by Cloudshadow
Version	1.0
Effective date	July 1, 2026
Review cycle	Annual, and upon any material change in law or Company policy

Approvals

Role	Name	Signature / Date
Chief Executive Officer	Scott Stiner	7/1/26
Chief Compliance Officer	Karen Tomaine	7/1/26
Human Resources review	_____	_____
Legal review	_____	_____

This Manual is an approved internal policy of Cloudshadow Energy LLC. It is reviewed by Company leadership, Human Resources, and Legal. It is not legal advice to any agent; each agent is responsible for obtaining independent advice on the agent's own circumstances. Where this Manual conflicts with the executed Independent Agent Agreement or with applicable law, those control.

1. Purpose & Scope

Cloudshadow Energy LLC ("Cloudshadow" or "the Company") is an independent energy broker and aggregator. It arranges competitive electricity and natural gas supply for commercial and industrial (C&I) customers through licensed third-party suppliers, including by combining customer loads into buying groups. Cloudshadow does not take title to electricity or natural gas, is not the supplier of record, and does not bill customers for commodity supply.

This Manual governs the relationship between Cloudshadow and the independent agents, referral partners, and sub-agents (collectively, "Agents") who market and originate business under Cloudshadow's licenses. It sets the standards for **onboarding, training, conduct, approved materials, prospecting, co-marketing, sales, customer service, disputes, contracts, data protection, and the ongoing requirements for maintaining agent status.** Compliance with this Manual is a condition of engagement.

This Manual is **state-neutral**: it states the baseline that applies to every Agent in every market. Additional requirements imposed by an individual jurisdiction are layered on through the State Supplement (Appendix C), which the Chief Compliance Officer maintains.

2. Independent Contractor Status

Agents are independent contractors engaged on an IRS Form 1099 basis. They are not employees of Cloudshadow and are not eligible for employee benefits. Each Agent is solely responsible for the Agent's own taxes, expenses, insurance, business operations, schedule, work methods, equipment, and any personnel the Agent engages.

The standards in this Manual exist for two reasons only: (i) Agents market and originate business **under Cloudshadow's regulatory licenses**, so Cloudshadow is accountable to regulators and customers for that activity; and (ii) Cloudshadow protects its brand, customers, and confidential information. These are **compliance, regulatory, brand, and quality standards** — they define the results required and the legal lines that may not be crossed. They do not direct the manner, means, hours, territory, or methods by which an Agent runs the Agent's business.

Nothing in this Manual creates an employment, partnership, joint-venture, or franchise relationship, or any agency authority beyond the limited authority expressly granted in the Independent Agent Agreement. No provision should be read or applied in a way that is inconsistent with the Agent's status as an independent contractor.

3. Onboarding & Eligibility

No Agent may market Cloudshadow's services, contact a prospect, or process any account until onboarding is complete.

3.1 Onboarding steps

1. **Application & screening.** Submit Agent information and disclose any prior regulatory, licensing, or disciplinary history and any existing brokerage relationships or restrictive covenants.
2. **Execute the Independent Agent Agreement** (Appendix A), electing the Referral or Producing tier.
3. **Tax & payment setup.** Provide a completed IRS Form W-9 and ACH details.

4. **Complete onboarding & compliance training** (Section 6) and sign the Agent Code of Conduct & Compliance Acknowledgment (Appendix B).
5. **Credentialing.** Receive Cloudshadow CRM/portal credentials and access to the approved marketing library.
6. **State registration.** Where a market requires individual registration of sales agents / third-party sales agents, complete it through the Chief Compliance Officer **before** soliciting in that market (Appendix C).

3.2 Eligibility standards

- Legally able to work as an independent contractor and to contract in the agent's own name or entity.
- No disqualifying regulatory, licensing, or fraud history that would impair Cloudshadow's licenses; material history must be disclosed and is reviewed case-by-case by Compliance.
- Agreement to operate exclusively under Cloudshadow's approved materials, processes, and licenses for energy brokerage originated after the Effective Date.4. Maintaining Agent Status

Agent status is continuing and conditional. To remain in good standing, an Agent must:

- Keep a current, executed Agreement and remain free of uncured material breach.
- Hold and keep current any individual state registration required for the markets in which the Agent is active.
- Meet the minimum-production standard in the Agreement (at least one active account within six months, and at least one ongoing thereafter).
- Complete annual recertification and any refresher or update training the Company assigns, including re-acknowledging this Manual when it is materially revised.
- Continue to comply with this Manual, the Code of Conduct, and all applicable law.

Failure to maintain these standards may result in corrective action, suspension of activity, or termination of agent status as described in Section 14.

5. Code of Business Conduct & Ethics

- **Integrity & honesty.** Deal fairly and truthfully with customers, suppliers, colleagues, and regulators. Never misrepresent facts, identity, pricing, or authority.
- **Anti-corruption.** No bribes, kickbacks, undisclosed inducements, or side deals to or from customers, suppliers, or any third party.
- **Conflicts of interest.** Disclose any relationship or interest that could conflict with Cloudshadow or a customer; do not self-deal or divert opportunities.
- **Fair treatment & non-discrimination.** Do not discriminate in the provision of services on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or the exercise of consumer-protection rights; comply with the Equal Credit Opportunity Act and applicable human-rights laws.
- **Professionalism & non-disparagement.** Represent Cloudshadow professionally; do not make false or disparaging statements about Cloudshadow, suppliers, utilities, or competitors.
- **Compliance with law.** Follow all applicable federal and state laws and the Unfair Trade Practices / consumer-protection statutes of each market.

6. Training & Certification

Every Agent completes onboarding training before any customer-facing activity, plus annual recertification and any update training. Training combines self-study of this Manual with a guided session and concludes with the signed acknowledgment in Appendix B.

Module	Topics
1. Deregulated energy basics	Retail choice; utility (delivery) vs. supplier (commodity); what "does not take title" means.
2. Who Cloudshadow is	Broker/aggregator role; buying groups; active energy management; C&I focus; what Cloudshadow is NOT.
3. Tier & limits	Referral vs. Producing scope; the rule against independent pricing; approved-materials-only.
4. Approved sales process	First contact to hand-off/enrollment; collecting the utility bill; presenting Company offers; capturing authorization.
5. Compliance do's & don'ts	Slamming, cramming, misrepresentation; telemarketing/DNC; non-affiliation with utilities; green claims; data privacy.
6. Customer service & disputes	Service standards; recognizing and escalating complaints; regulator cooperation.
7. State requirements	Registration, disclosure, and recordkeeping rules per market (Appendix C).

Certification. Each Agent signs the Code of Conduct & Compliance Acknowledgment certifying that the Agent has read, understands, and will follow this Manual. The signed acknowledgment is retained in the Agent's compliance file.

7. Approved Materials & Brand Standards

- **Approved materials only.** Use only Cloudshadow-approved templates, presentations, branding, proposals, and contract forms in all customer-facing activity. Do not create, alter, translate, or distribute your own energy marketing materials.
- **No independent pricing.** Only Cloudshadow-generated offers, savings figures, and terms may be presented. Agents may not quote rates, savings, or commitments on their own.
- **Accurate identification.** All materials and introductions must identify Cloudshadow and the Agent's independent role, and must never imply affiliation with — or that Cloudshadow is an alternative to — any utility / transmission-and-distribution company.
- **Approval workflow.** Any new collateral, co-branded piece, advertisement, website page, or social-media content referencing Cloudshadow must be submitted to Compliance for written approval before use (Appendix D).
- **Version control.** Use only the current versions in the approved library; withdraw superseded materials promptly when notified.

8. Co-Marketing & Referral Partner Standards

Cloudshadow works with referral partners and co-marketing relationships across three engagement levels. The level sets what the partner does and how much Cloudshadow controls the customer interaction.

Engagement level	What the partner does / Cloudshadow's role
Warm introduction	Partner introduces a business it already serves; Cloudshadow takes the relationship from there.
Supported relationship	Cloudshadow supplies approved materials so the partner can present Cloudshadow's services; Cloudshadow completes the transaction.
Fully managed	Once enrolled, Cloudshadow manages the customer relationship and keeps the partner informed.

8.1 Co-marketing rules

- All co-branded or partner-facing materials require Compliance approval before use; partners may not modify Cloudshadow branding or claims.
- Partners must disclose their independent agent/referral relationship with Cloudshadow and must not present themselves as Cloudshadow employees or as the supplier/utility.
- Leads and customer data shared in co-marketing must flow through Cloudshadow's designated channels and are subject to the data-protection rules in Section 12.
- Compensation for referral partners is governed solely by the Independent Agent Agreement; no separate fee, rebate, or inducement arrangements are permitted.

9. Prospecting & Lead Generation

- **Approved channels only:** referral / warm introductions; supported relationships; digital and inbound; and professional direct outreach to C&I prospects.
- **C&I only.** Do not market to, solicit, or enroll residential customers, and do not conduct residential door-to-door sales.
- **Telemarketing & DNC.** Comply with the TCPA and all federal and state Do-Not-Call rules; honor opt-out and do-not-call requests immediately. Where a market requires recording/retention of outbound sales calls, follow Appendix C.
- **Email outreach.** Comply with CAN-SPAM and applicable anti-spam laws; use approved templates, accurate subject lines, and a working opt-out.
- **In-person solicitation.** Where any in-person contact occurs, carry and display identification with the Agent's and Cloudshadow's name and contact number, state that the Agent is independent of the customer's utility, leave approved materials on request, and follow any state-required agent-registration display rules.
- **Deal registration.** Register prospects in Cloudshadow's system to reserve them and create the compliance record; first-to-register prevails, subject to Cloudshadow's final say.

10. Sales Process & Customer Authorization

1. **Qualify** a C&I prospect in a licensed market and introduce Cloudshadow using approved materials.
2. **Collect a recent utility bill** and the information Cloudshadow needs to request supplier pricing.
3. **Present Cloudshadow-generated offers only** — never an independent price, savings figure, or term.

4. **Make required disclosures**, including market-risk disclosure for variable/indexed products and accurate descriptions for any green/renewable product (Section 10.1).
5. **Capture the customer's affirmative authorization** through Cloudshadow's designated process (signed letter of authorization, approved electronic authorization, or third-party verification). Never sign or authorize on a customer's behalf.
6. **Submit on approved contract forms** and hand off to Cloudshadow for processing; Referral-Tier Agents stop after hand-off.

10.1 Mandatory sales prohibitions

- **No slamming** — never enroll or switch a customer without clear, affirmative authorization.
- **No cramming** — never add products or charges the customer did not authorize.
- **No misrepresentation** of rates, savings, terms, fees, supplier identity, or roles; no statements "susceptible to both a misleading and a truthful interpretation."
- **No overstated green claims** — present electricity-attribute products only as supplied and documented by the serving licensed supplier; describe RECs as a separate environmental product, not a property of delivered electricity.

11. Contracts & Documentation

- Use only Cloudshadow-approved contract and authorization forms; do not alter terms, add side letters, or make oral commitments outside the approved documents.
- Cloudshadow exclusively handles contract processing with suppliers, customer onboarding, and supplier paperwork; Agents submit complete, accurate documentation through designated channels.
- Capture and retain in Cloudshadow's systems each customer's authorization, the disclosures provided, and material communications, so the Company can demonstrate compliance to any regulator.
- Follow Cloudshadow's record-retention requirements; do not keep personal or shadow copies of contracts, customer data, or commission data.

12. Confidentiality, Data Privacy & Information Security

- Treat all customer information — name, address, contact details, usage, and billing data — and all Cloudshadow pricing, supplier terms, methods, and systems as **confidential**.
- Collect, use, and transmit customer data only through Cloudshadow's designated channels and only to arrange or service the customer's energy supply; do not release it to third parties except as permitted by law and Company policy.
- Do not maintain shadow databases, spreadsheets, scrapes, or copies of Cloudshadow customer or commission data; do not use Company data to build any competing product or model.
- Protect credentials: do not share logins, access systems beyond the access granted, or reverse-engineer Company systems. Report any suspected data loss or breach to Compliance immediately.
- Confidentiality obligations survive termination as set out in the Agreement (five years, and indefinitely for trade secrets).

13. Customer Service & Dispute Resolution

13.1 Service standards

- Cloudshadow provides back-office customer service, billing inquiries, and supplier coordination; Producing-Tier Agents maintain the customer relationship and lead renewals with Company support.
- Respond to customer and Company requests promptly and professionally; keep customers informed using approved information only.
- Renewals are led by the originating Agent when active and in good standing; otherwise Cloudshadow may handle them directly.

13.2 Complaints & escalation

1. **Recognize** any expression of dissatisfaction about enrollment, pricing, a contract, or conduct as a complaint.
2. **Do not attempt to resolve a regulated dispute alone** — notify Cloudshadow promptly so it can investigate, preserve records, respond, and resolve in good faith.
3. **Escalate** to the Chief Compliance Officer at compliance@cloudshadow.com without delay, with full detail.
4. **Cooperate** with Cloudshadow and any regulator's consumer-assistance process and respond to information requests within the timeframe specified.

14. Compliance Monitoring & Corrective Action

- Cloudshadow monitors Agent activity through its CRM and portal, reviews marketing use, and may audit Agent files and communications.
- The Chief Compliance Officer investigates suspected violations. Corrective action is generally progressive — retraining, written warning, suspension of activity, account reassignment — but Cloudshadow may move directly to termination for serious matters.
- **Immediate-termination matters** include fraud, slamming, misrepresentation, unauthorized pricing, breach of the restrictive covenants, loss of a required license, or conduct that threatens Cloudshadow's regulatory standing. These may also trigger clawback or forfeiture of compensation, liquidated damages, and personal liability under the Agreement.

15. Compensation, Chargebacks & Renewals

Compensation is governed by the Independent Agent Agreement and summarized here for reference. Agents are paid a tier percentage of Net Commissions Received (10% for the Referral Tier; a negotiated percentage for the Producing Tier), paid monthly with an account-level breakdown and portal access to detail. Commissions are subject to supplier chargebacks, recoupments, and clawbacks on the same basis Cloudshadow experiences them. Renewal and tail compensation follow the Agreement's terms and depend on the Agent remaining active and in good standing.

16. Termination & Offboarding

- Either party may terminate as provided in the Agreement (for convenience on notice, or immediately by Cloudshadow for Cause).
- On termination, the Agent's authority to introduce new accounts ends and system access is revoked.
- The Agent must promptly return or destroy all Cloudshadow confidential information, materials, and customer data and certify the same in writing.
- Surviving obligations — confidentiality, restrictive covenants, non-circumvention, indemnity, and any tail compensation conditions — continue per the Agreement.

Appendix A — Independent Agent Agreement

Cloudshadow's standard Independent Agent Agreement, reproduced as the governing contract. The executed copy on file for each Agent controls.

INDEPENDENT AGENT AGREEMENT

This Agreement is entered into as of _____, 20__ (the "Effective Date"), between Cloudshadow Energy LLC, a Florida limited liability company ("Cloudshadow"), and the agent identified on the signature page ("Agent"). Cloudshadow engages Agent as an independent contractor to introduce, refer, or originate energy customers ("Accounts") under Cloudshadow's licenses and supplier agreements, in exchange for the compensation described below.

1. Tier Election

Agent elects ONE service tier by checking the applicable box on the signature page. Cloudshadow may reclassify any individual Account in good faith based on the actual activities performed and level of support provided.

☐ REFERRAL TIER — Agent identifies leads, makes initial contact, explains Cloudshadow's services using only Cloudshadow-approved materials, collects a utility bill, and hands off to Cloudshadow. Agent has no further sales or service responsibility, but must engage in light-touch relationship maintenance. Compensation: 10% of Net Commissions Received.

☐ PRODUCING TIER — Agent prospects, sells, obtains executed contracts, submits paperwork, communicates with the Account throughout the contract term, and leads renewals (with Cloudshadow back-office support). Compensation: the percentage of Net Commissions Received specified on the signature page, agreed by the parties based on the level of work and support Agent will provide.

2. Compensation

(a) Basis. Agent's compensation equals the applicable tier percentage of "Net Commissions Received," meaning the gross commissions actually received by Cloudshadow from a supplier in respect of an Account, less any chargebacks, refunds, or recoupments by such supplier.

(b) Payment. Cloudshadow shall pay Agent monthly, estimated within thirty (30) days following each calendar month-end, in a single bundled check or ACH, accompanied by an Account-level breakdown report. Cloudshadow shall provide real-time portal access to commission detail.

(c) Renewals. Agent earns commissions on renewals of Agent's Accounts, at the same rate as the original contract, indefinitely, so long as Agent (i) is not in breach, (ii) is actively engaged in the renewal, and (iii) the Account remains continuously active. If Agent is not actively engaged in maintaining the account(s), Cloudshadow may handle the renewal directly and Agent forfeits renewal compensation on that Account.

(d) Chargebacks. If a supplier reduces, claws back, or fails to remit commissions on an Account (due to customer cancellation, default, non-payment, or otherwise), Agent's share is reduced or clawed back proportionally on the same basis. Cloudshadow may recover such amounts by offset against future commissions or direct invoice.

(e) Sub-Agent Override. With Cloudshadow's prior written approval and a direct sub-agent agreement between Cloudshadow and the sub-agent, Agent may earn up to 10% of the sub-agent's commissions on Accounts for which Agent provides documented, ongoing management or support.

(f) Tail Compensation. Upon termination other than for Cause, Agent continues to receive commissions at the full applicable rate on Accounts in place at termination, for the full remaining

term of those contracts, provided Agent (i) complies with all surviving obligations including the restrictive covenants in Section 6, (ii) provides reasonable Account support, and (iii) does not engage in conduct that would have constituted Cause. Renewals after termination are not subject to tail compensation absent written agreement. Termination for Cause forfeits all future commissions, except amounts already earned and unpaid.

3. Agent Obligations

(a) Standards. Agent shall act with professionalism, integrity, and in compliance with all applicable laws, regulations, and Cloudshadow policies. Agent shall complete Cloudshadow's onboarding package before processing any Account, and must establish at least one Active Account within six (6) months of the Effective Date and maintain at least one ongoing thereafter.

(b) Branding and Pricing. Agent shall use only Cloudshadow-approved templates, materials, and branding for all customer-facing collateral. Agent may not quote prices, terms, or commitments independently; only Cloudshadow-generated offers may be presented. Cloudshadow will provide all proposals and contracts on its approved formats.

(c) Prohibited Conduct. Agent shall not engage in misrepresentation, slamming, cramming, unauthorized rate quoting, undisclosed side deals or kickbacks, false advertising, or unauthorized use of customer data. Agent shall not access Cloudshadow's systems, portals, or data beyond the access expressly granted, share credentials, copy or scrape Cloudshadow data, reverse-engineer Cloudshadow systems, use Cloudshadow data to build any competing product or model, or maintain shadow databases of Cloudshadow information.

(d) Information. Agent shall submit all required customer-level information through Cloudshadow's designated channels and shall not maintain duplicate or shadow systems containing Cloudshadow customer or commission data.

4. Cloudshadow Obligations

Cloudshadow shall, at no cost to Agent, provide services which include: (a) CRM, pricing tools, portals, and shared marketing library; (b) all contract templates and supplier paperwork; (c) supplier pricing results and pricing transparency for Agent's Accounts; (d) commission and Account data and (e) state licensing for energy brokerage services. Cloudshadow handles exclusively all contract processing with suppliers, customer onboarding, billing inquiries, and back-office customer service. Renewals are led by the original Agent if active and in good standing.

5. Territory, Registration, and Existing Relationships

(a) No Geographic Exclusivity. Agent has no geographic or vertical exclusivity. Agent may pursue Accounts anywhere Cloudshadow is licensed. Cloudshadow grants Agent exclusivity for compensation on renewals of Agent's Accounts while Agent remains in good standing.

(b) Deal Registration. Agent may register a prospect through Cloudshadow's system. The prospect is reserved exclusively to Agent for ninety (90) days. First-to-register prevails; Cloudshadow has final say in disputes. Registration may be extended on documented active engagement, with Cloudshadow approval. Cloudshadow owns all customer relationships.

(c) Existing Relationships. If Agent has existing agent or brokerage relationships with third parties, Agent shall disclose them in writing to Cloudshadow at signing, including any restrictive covenants applicable to Agent. It is solely Agent's responsibility to comply with such existing covenants and to obtain independent legal advice on the proper transition of any Account or prospect that may be subject to them. Agent shall not bring to Cloudshadow any business that would breach an existing covenant. Agent may continue servicing its existing book under such relationships, but all new

energy brokerage business originated after the Effective Date shall be brought exclusively to Cloudshadow.

6. Confidentiality and Restrictive Covenants

(a) Confidentiality. Agent shall hold all non-public Cloudshadow information (including customer lists and data, pricing, supplier terms, methodologies, and the design and contents of Cloudshadow's systems and portals) in strict confidence, use it only for performing this Agreement, and not disclose it except to advisors bound by confidentiality, as required by law (with prompt notice to Cloudshadow), or with Cloudshadow's written consent. Confidentiality survives for five (5) years post-termination, and indefinitely for trade secrets. All Cloudshadow systems, materials, customer data, and intellectual property are and remain Cloudshadow's exclusive property.

(b) Non-Competition. During the term, Agent shall originate all new energy brokerage business exclusively through Cloudshadow (excepting continued service of existing books disclosed under Section 5(c)). For twelve (12) months following termination, Agent shall not provide energy brokerage, procurement, or advisory services to any Account that was a Cloudshadow customer during the twelve months prior to termination, or divert any such Account to a competing broker or supplier. This restriction is customer-specific, not geographic.

(c) Non-Solicitation. For twelve (12) months following termination (or twelve months following expiration of the applicable supplier commitment, whichever is longer), Agent shall not solicit or divert any Cloudshadow Account or any prospect Cloudshadow offered to or worked on with Agent in the twelve months prior to termination. Agent may respond to a customer who initiates contact independently, but may not sign such customer into a competing arrangement during the restricted period. For twelve (12) months following termination, Agent shall not solicit, recruit, or hire any Cloudshadow employee, agent, contractor, or business relationship.

(d) Non-Circumvention. Agent shall not, during the term and for twelve (12) months following termination (and indefinitely with respect to any specific supplier introduction made by Cloudshadow), bypass Cloudshadow to transact directly with any supplier whose relationship Agent learned of through Cloudshadow.

(e) Mutual Non-Disparagement. Neither party shall make disparaging or defamatory statements about the other. Truthful statements in legal or regulatory contexts are permitted.

(f) Liquidated Damages and Equitable Relief. In addition to all other remedies, Agent shall pay Cloudshadow as liquidated damages for any material breach of this Section 6 an amount equal to the total compensation paid to Agent during the twelve months preceding the breach. Agent acknowledges that breach would cause irreparable harm and that Cloudshadow may seek injunctive relief in any court of competent jurisdiction in Miami-Dade County, Florida, without bond. Restricted periods are tolled during any breach. The parties intend these covenants to be enforced to the fullest extent permitted under Florida Statute § 542.335; if held overbroad, they shall be reformed to the minimum extent necessary to be enforceable.

7. Term and Termination

(a) Term. This Agreement has an initial term of twelve (12) months from the Effective Date and renews automatically for successive twelve (12) month terms unless either party gives at least thirty (30) days' written notice of non-renewal.

(b) Termination for Convenience. Either party may terminate at any time on sixty (60) days' written notice.

(c) Termination for Cause. Cloudshadow may terminate immediately for Cause, meaning: (i) material breach not cured within thirty (30) days after written notice (no cure for fraud, criminal,

regulatory, or covenant breaches); (ii) fraud, misrepresentation, or misappropriation; (iii) felony or moral-turpitude conviction; (iv) material legal or regulatory violation; (v) failure to satisfy minimum production; (vi) breach of Section 6; (vii) loss of any required license; (viii) bankruptcy or insolvency; or (ix) any conduct reasonably likely to cause material harm to Cloudshadow's reputation, licenses, economics, customer or supplier or other relationships, solely in Cloudshadow's opinion. Agent may terminate if Cloudshadow materially breaches a payment obligation and fails to cure within thirty (30) days of written notice.

(d) Effect. Upon termination, Agent's authority to introduce new Accounts ends, system access is revoked, and Agent shall promptly return or destroy all Cloudshadow Confidential Information, materials, and customer data and certify same in writing. Sections 2(d), 2(f), 6, 7(d), and 8 survive termination.

8. Independent Contractor Status; General Provisions

(a) Independent Contractor. Agent is an independent contractor (1099), not an employee, and is solely responsible for its taxes, expenses, and benefits. Agent has no authority to bind Cloudshadow or any supplier except as expressly authorized in writing. Agent may operate through an entity, in which case the individual signing below on behalf of the entity also signs in their individual capacity, personally guaranteeing the entity's obligations under this Agreement and personally agreeing to be bound by the restrictive covenants and confidentiality obligations of Section 6 as if such individual were Agent.

(b) Sub-Agents. Agent may engage sub-agents only with Cloudshadow's prior written approval and only after each sub-agent enters a direct sub-agent agreement with Cloudshadow and completes onboarding. Agent agrees to be fully responsible for sub-agent activities and fully indemnify Cloudshadow for the conduct of all sub-agents and other personnel engaged by Agent.

(c) Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other from any third-party claims arising from the indemnifying party's breach, negligence, or violation of law. Agent's indemnity is capped at the greater of (i) commissions paid in the prior twelve months or (ii) available insurance, except the cap does not apply to fraud, gross negligence, IP infringement, breach of Section 6, or sub-agent conduct under Section 8(b). Cloudshadow's standard Errors & Omissions policy may extend to Agent's services hereunder, subject to its terms and limits; Agent is encouraged to obtain supplemental insurance coverage as Agent deems appropriate.

(d) Governing Law and Dispute Resolution. This Agreement is governed by Florida law. Except for actions seeking injunctive or equitable relief (which may be brought in any court of competent jurisdiction in Miami-Dade County, Florida), any dispute shall be resolved by confidential, binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator (or three arbitrators if the amount in controversy exceeds $1,000,000) seated in Miami, Florida. The prevailing party is entitled to recover its reasonable attorneys' fees and costs. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY.

(e) Entire Agreement. This Agreement is the entire agreement between the parties, supersedes all prior agreements on this subject, and may be amended only in writing signed by both parties. It may be executed in counterparts, including by electronic signature. Agent may not assign this Agreement without Cloudshadow's written consent; Cloudshadow may assign to an affiliate or successor.

Tier Election (check one)

☐ REFERRAL TIER — _____% of Net Commissions Received

☐ PRODUCING TIER — _____% of Net Commissions Received

Agent: _____ Printed Name: _____ Date: _____

Cloudshadow Energy LLC: By Scott Stiner, Manager & CEO _____ Date: _____

Appendix B — Agent Code of Conduct & Compliance Acknowledgment

I acknowledge that I have received, read, and understand the Cloudshadow Energy Independent Agent Compliance & Conduct Manual, and I agree to comply with it as a condition of my engagement. In particular, I agree that I will:

- Operate as an independent contractor and follow the Manual's compliance, regulatory, brand, and quality standards;
- Use only Cloudshadow-approved materials, branding, and contract forms, and never quote prices, savings, or terms independently;
- Always identify myself as an independent agent of Cloudshadow and never imply affiliation with, or that Cloudshadow is an alternative to, any utility;
- Never engage in slamming, cramming, misrepresentation, unauthorized rate quoting, kickbacks, or false advertising;
- Obtain and document each customer's affirmative authorization through Cloudshadow's process and never sign on a customer's behalf;
- Comply with all telemarketing, Do-Not-Call, anti-spam, consumer-protection, equal-credit, and data-privacy laws;
- Protect confidential and customer information, use it only through Cloudshadow's systems, and keep no shadow copies;
- Complete any required state agent registration before soliciting in that market, and follow all state-specific rules;
- Recognize and promptly escalate complaints to the Chief Compliance Officer; and
- Complete all assigned onboarding, annual, and update training.

Agent signature: _____ Date: _____

Printed name: _____

Entity (if any): _____ Tier: ☐ Referral ☐ Producing

Appendix C — State Supplement (maintained by Compliance)

This Manual is state-neutral. The Chief Compliance Officer maintains, for each licensed market, any additional requirements that apply to Agents. Agents must confirm a market's requirements before soliciting there. The Supplement tracks at minimum:

- Whether the state requires individual **registration of sales agents / third-party sales agents**, and the registration number to be carried.
- State-specific **disclosures** required at or before enrollment.
- **Call-recording, verification, or recordkeeping** requirements.
- Limits on **telemarketing or in-person solicitation** beyond the federal baseline.
- State-specific **green / electricity-attribute** marketing rules.

State	Agent registration?	Other agent-specific requirements
[State]	[Yes / No]	[Disclosures / recording / other]
[State]	[Yes / No]	[Disclosures / recording / other]
[State]	[Yes / No]	[Disclosures / recording / other]

Appendix D — Marketing Material Approval Request

Submit this form to the Chief Compliance Officer for written approval before using any new or co-branded material that references Cloudshadow.

Field	Entry
Requesting agent / partner	_____
Material type	☐ Flyer ☐ Email ☐ Web page ☐ Social ☐ Co-branded ☐ Other: _____
Intended audience / market	_____
Description / link to draft	_____
Compliance decision	☐ Approved ☐ Approved with edits ☐ Declined
Reviewer / date	_____

Appendix E — Compliance Quick Reference

Always

- Use only Cloudshadow-approved materials and contracts.
- Identify yourself as an independent Cloudshadow agent.
- Present only Cloudshadow-generated offers.
- Get and document the customer's affirmative authorization.
- Escalate complaints to compliance@cloudshadow.com.

Never

- Quote your own price, savings, or terms.
- Imply you are, or are affiliated with, the utility.
- Slam, cram, or misrepresent anything.
- Sign or authorize on a customer's behalf.
- Keep your own copies of customer or commission data.
- Solicit residential customers or do residential door-to-door.

This Manual is an internal compliance and training policy and is not legal advice. The Independent Agent Agreement and applicable law control. Cloudshadow updates this Manual as laws and Company policy change.