

**CATALYST POWER & GAS LLC
CONNECTICUT COMMERCIAL CUSTOMER CONTRACT
FIXED PRICE ELECTRICITY SUPPLY**

Customer Name			
Customer Contact	Name:		Phone:
	Title:	Email:	
Billing Address			
Account Information	See Schedule A for schedule of Utility Accounts		

TAX-EXEMPT STATUS: Any customer claiming tax-exempt status must provide a fully executed State Tax Exemption Certificate. If a Tax Exemption Certificate is not provided, Catalyst Power is obligated to collect sales tax in connection with these charges to Customer.

The undersigned representative of the Customer is duly authorized to execute this Agreement and bind the Customer to this Agreement. By signing this Agreement, Customer hereby agrees to all Terms and Conditions and authorizes the local utility company to provide to Catalyst Power all information relative to Customer's utility account, including, but not limited to, consumption history, load profiles, payment history and 12 months of interval-metered data, if available for the accounts listed below herein, and authorizes the local utility to complete the switch to Catalyst Power for electricity supply service in accordance with the utility's tariffs and applicable statutes and regulations. This authorization shall remain in effect until revoked in writing by the undersigned.

Catalyst Power and Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

Terms and Conditions
Commercial Customer
Fixed Price Electricity Supply

1. **Agreement for Energy Supply.** This is an agreement between Catalyst Power and Gas LLC (“Catalyst Power”), a competitive electricity supplier licensed by the Connecticut Public Utilities Regulatory Authority Docket 21-02-02, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Catalyst Power for electricity supply (the “Agreement”). Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer’s full requirements for electricity supply based upon consumption data obtained by Catalyst Power or the delivery schedule of the Local Distribution Utility (the “LDC”). Catalyst Power is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Catalyst Power or the LDC’s delivery schedule. The LDC will continue to deliver the electricity supplied by Catalyst Power. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable LDC as being supplied by us and will take such other actions with the applicable LDC and ISO necessary for us to meet our obligations under this Agreement.
2. **Term.** The Term is as set forth on the Schedule A. The Term shall commence as of the date of the first meter reading following when the change of Customer’s provider to Catalyst Power is deemed effective by the LDC, and shall continue for the period designated in Schedule A. The Term for the initial period is referred to as the “Initial Term”. Unless otherwise agreed to, upon completion of the Initial Term this Agreement will renew on a month-to-month basis with a variable price methodology until terminated by either party (the “Renewal Term”). Small Commercial Customers have the right to rescind this Agreement without penalty any time prior to midnight of the third business day of your receipt of our confirmation of this Agreement. To rescind this Agreement, contact us by phone, email or US mail.
3. **Pricing and Billing. This is a Fixed Price Contract.** Subject to the Material Change and Regulatory Change provisions set forth herein, the price that you will pay per kWh for electricity generation supply during the **Initial Term** is set forth on the attached Schedule A. This fixed price includes the cost of electricity from all sources, as well as Non-Energy Costs, which include Ancillary Services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run (“RMR”) Costs, Costs for Renewable Energy Credits, and Zero Emissions Credits, Clean Energy attributes (if applicable), market factors, and margin. The Fixed Price does not include (1) Taxes, which will be added to the Fixed Price, as may be required by law, rule or regulation and (2) LDC charges for delivery/distribution. The LDC will bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. During any **Renewal Term**, unless a different product is chosen by the customer, the price that you will pay per kWh for electricity generation supply is a variable rate that may vary from month to month based on the following factors: Catalyst Power’s actual and estimated costs of obtaining wholesale electricity supply from ISO-New England as well as Non-Energy Costs, which include Ancillary Services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run (“RMR”) Costs, Costs for Renewable Energy Credits, and Zero Emissions Credits, Clean Energy attributes (if applicable), and other market and business related factors such as administrative costs, expenses, and margins. Customer will receive a single bill for both electricity supply and delivery costs from LDC. Catalyst Power may assign and sell Customer accounts receivable to the LDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the LDC for Catalyst Power will be grounds for disconnection of utility services in accordance with Connecticut Public Utilities Regulatory Authority (“CT PURA”) rules and regulations on the termination of service. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees.
4. **Material Changes Allowing Modification to Fixed Price**
 - (a) **Material Change in Customer Operations.** Customer is obligated to immediately inform Catalyst Power if there is a change in Customer’s operations that will materially impact its electricity demand and/or usage, including but not limited to changes in hours of operation, or other changes that may impact the cost to provide electricity supply to Customer. In the event of a material change in Customer’s operations as described above, Catalyst Power is entitled to revise and restate Customer’s Fixed Price in its sole discretion in order to reflect any increases to the cost to serve Customer based on Customer’s changed operations. Customer will be informed of any such revisions to the Fixed Price in writing.
 - (b) **Material Change Impacting Non-Energy Costs.** In the event of a material change in any Non-Energy Cost component of the Fixed Price, including Ancillary services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run (“RMR”) Costs, Costs for Renewable Energy Credits and/or Zero Emissions Credits, whether or not through regulatory, administrative, or legislative action, court order, action of a governmental entity, actions taken by third parties not under your or our control, such as the ISO or a LDC, Catalyst Power is entitled to revise and restate Customer’s Fixed Price in its sole discretion in order to reflect such material changes. Customer will be informed of any such revisions to the Fixed Price in writing.
5. **Early Termination Fee.** In the event that Customer breaches the Agreements or terminates the Agreement prior to the end of the Initial Term or any Renewal Term, the Customer will be required to pay Catalyst Power an Early Termination Fee (“ETF”) calculated as follows: (i) an amount equal to Customer’s average monthly consumption for each

account served under this Agreement based on the 12-month period preceding the month of termination, multiplied by the positive difference between the fixed price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.02 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term.

6. **Material Adverse Change in Customer Business Condition.** If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.
7. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.
8. **Information Release Authorization; Confidentiality.** Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number, load profiles, payment history and 12 months of interval-metered tax status and eligibility for economic development or other incentives. This information may be used by Catalyst Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Catalyst Power. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.
9. **Customer Protections.** The services provided by Catalyst Power to Customer are governed by the terms and conditions of this Agreement and the CT PURA and regulations. Catalyst Power will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Catalyst Power at 1-888-789-7250 or by writing to the CT PURA at: Connecticut PURA, 10 Franklin Square, New Britain, Connecticut 06051, or by calling the PURA at 1-800-382-4586, <http://www.state.ct.us/dpuc/consumer/index.html>.
10. **Final Bill.** Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the LDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the LDC or goes to another supplier. The LDC will render a final bill within approximately twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.
11. **Agency-Electric.** Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the Independent System Operator – New England ("ISO-NE") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Catalyst Power as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the ISO-NE Catalyst Power load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.
12. **Title.** Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).
13. **Entire Agreement; No Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power, and supercedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as

amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

14. **Force Majeure.** Catalyst Power will make commercially reasonable efforts to provide electricity hereunder but Catalyst Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Catalyst Power (“Force Majeure Events”) may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, , accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.

15. **Limitation of Liability.** The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. IN NO EVENT WILL EITHER CATALYST POWER OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. There are no third-party beneficiaries to this Agreement.

16. **Catalyst Power Contact Information.** Customer may contact Catalyst Power’s Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customercare@catalystpower.com.

17. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Catalyst Power’s service, Customer should notify Catalyst Power in writing within 60 days after the due date of the bill in question, or otherwise the dispute is deemed waived. Customer must pay the bill in full, except for the disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under this Agreement.

18. **Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS’ FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

19. **Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Connecticut. This Agreement shall be construed under and shall be governed by the laws of the State of Connecticut without regard to the application of its conflicts of law principles.

20. **Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Catalyst Power’s net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power harmless from and against any and all such taxes.

21. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement to reflect such Regulatory Change, or terminate the Agreement, by providing 30 days’ written notice of such modification to the Customer.

22. **Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC. For Connecticut Light & Power call 1-800-286-2000. For United Illuminating Company call 1-800-722-5584.

23. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Definitions

“**Ancillary Services And Other ISO Costs**” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise

included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Deration Credits" means the transmission loss deration value for each Account as accounted for by the ISO for the applicable LDC.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the LDC metered usage and the ISO settlement volumes.

"RMR Costs" or **"Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the LDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended).

