

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

<b>Customer Name</b>			
<b>Customer Contact</b>	Name:		Phone:
	Title:	Email:	
<b>Billing Address</b>			
<b>Account Information, Term and Pricing</b>	See Schedule A for schedule of Utility Accounts		
<b>Price Structure</b>	<b>This is a Fixed Price Contract.</b> See Section 3 and Section 4 for more information.		
<b>Electric Generation Supply Price</b>	See Schedule A.		
<b>Statement Regarding Savings</b>	Catalyst Power's price for electricity may be higher or lower than the EDU's price in any given month, and there is no guarantee of savings.		
<b>Contract Start Date</b>	The Agreement will begin on the next available meter reading after processing of the enrollment by your Electric Distribution Company (EDU) after the EDU completes your enrollment with Catalyst Power & Gas LLC.		
<b>Contract Duration/Length</b>	The Initial Term of this Agreement is stated on Schedule A, starting with the first month that you receive service from Catalyst Power.		

**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:



**CATALYST POWER & GAS, LLC**  
**Fixed Price Electricity Supply Contract**

Background

This is an agreement between Catalyst Power & Gas, LLC (“Catalyst Power”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electric generation supply service and begin enrollment with Catalyst Power (the “Agreement”). Catalyst Power is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electricity Service Provider (“CRES”). Our PUCO Certificate number for electricity supply is 22-108501E.

You will receive a single bill from your Electric Distribution Utility (EDU) that will contain the EDU’s charges and Catalyst Power’s charges for electricity supply. Your EDU will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your EDU.

Right of Rescission. Your EDU will send you a notice to confirm your choice of Catalyst Power for electricity supply. A Non-Mercantile Commercial Customer may cancel this Agreement with no penalty within seven (7) calendar days from the postmark date of the notice that your EDU sends with your enrollment confirmation by contacting your EDU.

1. Agreement to Sell and Purchase Energy. 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 requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the EDU. Catalyst Power is not affiliated with and does not represent the EDU. 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 EDU’s delivery schedule. The EDU will continue to deliver the electricity supplied by Catalyst Power.

2. Term. The Initial Term of this Agreement will begin when you buy your electricity supply service for the above account(s) from Catalyst Power on the date set by your EDU and it will continue for the period designated in Schedule A (“the Initial Term”).

3. Pricing and Billing. This is a Fixed Price Contract. The price that you will pay per kWh for electricity generation supply is set forth on Schedule A, above. Your Catalyst Power price may be higher or lower than the EDU’s price in any particular month, and there is no guarantee of savings. Customer will receive a single bill for both electricity supply and delivery costs from the EDU. Catalyst Power may assign and sell Customer accounts receivable to the EDU. Catalyst Power does not offer budget billing for the supply portion of the bill. Customer’s electric utility may charge switching fees. Customer has the right to request from Catalyst Power twice within a twelve-month period, up to twenty-four months of the customer’s payment history without charge. Please note that historical pricing is not indicative of present or future pricing. Failure to pay electric utility charges may result in the customer being disconnected in accordance with the electric utility tariff. Renewable Energy. For purposes of this Agreement, Renewable Energy means the procurement of clean energy attributes including, but not limited to, Renewable Energy Credits or Alternative Compliance Payments from eligible sources that comply with the appropriate locational and delivery requirements established by PUCO. If Renewable Energy is provided under this Agreement, Catalyst Power will purchase and retire, on the customer’s behalf, the requisite amount of such attributes that is equal to the percentage of the Customer’s flowed MWh usage during the Term, as reflected on Schedule A.

4. Material Changes Allowing Modification to Fixed Price (For Mercantile Customers Only)

(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. Catalyst Power may immediately terminate this agreement in its sole discretion for the following reasons: 1) the installation or utilization of distributed generation facilities at the Customer’s location after the start of the Initial Term, unless expressly permitted by Catalyst Power prior to such installation or utilization, 2) the installation or utilization of energy efficiency equipment at the at the Customer’s location after the start of the Initial Term, unless expressly permitted by Catalyst Power prior to such installation or utilization, and 3) participation by Customer in demand response or curtailment actions after the start of the Initial Term, unless expressly permitted by Catalyst Power.

(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 and actual PJM Base Residual Auction results beyond planning year 2024/2025, 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 EDU, 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. **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.
6. **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 PUCO.
7. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and standard information that is made available to suppliers from your EDU. 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. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUCO regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. 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. Catalyst Power will not disclose a customer's Social Security number and/or account number without Customer's written consent except for Catalyst Power's own collections and credit reporting, participation in programs funded by the Universal Service Fund pursuant to Section 4928.52 of the Ohio Revised Code or assigning a customer contract to another supplier certified to do business in Ohio. The Customer's social security number, account number(s) or any other customer information will not be released without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29.09 of the Administrative Code.
8. **Cancellation.** A non-mercantile commercial customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at [customercare@catalystpower.com](mailto:customercare@catalystpower.com). If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. For non-mercantile commercial customers, Catalyst may terminate this Agreement contract for customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits Catalyst from performing under the terms of this Agreement. Catalyst may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. For mercantile customers, Catalyst Power may cancel this Agreement at any time upon providing 30 days advance written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDU, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination by your EDU. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Catalyst may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements.
9. **Penalties, Fees and Exceptions.** If a non-mercantile commercial customer terminates prior to the end of the Initial Term, an ETF of \$10 for each month remaining in the Initial Term will be charged. Should you terminate this Agreement, you will have the option of returning to the EDU's service or choosing another electricity supplier. For mercantile commercial customers, as defined by division (A)(19) of section 4928.01 of the Ohio Revised Code, 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.
10. **Agreement Expiration/Change in Terms.** Catalyst Power will provide you with a written notice forty-five (45) to ninety (90) days prior to the expiration of this Agreement or any change to this Agreement. **Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate.** If a customer switches back to the EDU for supply service, they may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.
11. **Final Bill.** Customer acknowledges that in the event of a cancellation of this Agreement it may take several billing cycles for Customer to return to the EDU or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the EDU or goes to another supplier. A final bill will be rendered by the EDU 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.

12. 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 PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDU 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 EDU and in response to information provided by the EDU. The Delivery Points for the electricity will be a point at the PJM Catalyst Power load bus (located outside of the municipality where Customer is located). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

13. 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).

14. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. 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.

15. Dispute Procedures. In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If your complaint is not resolved after you have called Catalyst Power and/or your EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

16. Contact Information:

- 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](mailto:customercare@catalystpower.com).

17. 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, inability to access the local distribution utility system, non-performance by the EDU (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.

18. 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. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

19. **WAIVER OF JURY TRIAL/ARBITRATION. FOR NON-MERCANTILE COMMERCIAL CUSTOMERS, ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY A COURT IN THE STATE OF OHIO OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. FOR MERCANTILE CUSTOMERS, ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF OHIO 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.**

20. 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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.



21. Taxes and Laws. 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.
22. 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, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
23. Energy Credits and Subsidies. Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.
24. Emergency Service. The EDU 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 EDU.
25. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

