

**CATALYST POWER & GAS LLC**  
**NEW JERSEY COMMERCIAL CUSTOMER CONTRACT - FIXED PRICE MATRIX ELECTRICITY SUPPLY**

Third Party Supplier Information	Catalyst Power and Gas LLC (“Catalyst Power”) 1-888-789-7250, M-F 9:00 a.m. - 5:00 p.m. ES). 600 Franklin Ave, #268, Garden City, NY 11530 customercare@catalystpower.com License No. <b>ESL-0259</b> .
Price Structure	<b>This is a Fixed Rate Contract.</b> Fixed rates are rates that do not change over the term of the contract. This is not a variable price Agreement. Variable rates are rates that may fluctuate from one billing period to the next during the term of the contract, based on a variety of factors, including weather fluctuations.
Supply Price	Your electricity supply price for the Initial Term is stated on Schedule A
Statement Regarding Savings	There are no guaranteed savings.
Amount of time required to change from TPS back to default service or to another TPS:	One to two billing cycles; or as determined by Customer’s utility company
Right To Cancel/Rescind	For customers with a cumulative peak load of 50 kilowatts or less, you will have seven (7) calendar days from the date of your utility’s confirmation notice to cancel the agreement by contacting your utility
Contract Start Date	The Agreement will begin on the next available meter reading after processing of the enrollment by your utility.
Contract Duration/Length	The Initial Term of this Agreement is stated on Schedule A, starting with the first month that you receive service from Catalyst Power.
Cancellation/Early Termination Fees	For customers with a cumulative peak load of 50 kilowatts or less if customer terminates prior to the end of the Initial Term, fee of \$10 for each month remaining in the Initial Term will be charged. For other customers, see Section 9.
Renewal Term	Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis with no early termination fee under a variable rate.
Distribution Company Information	Your local utility is responsible for the delivery of electric and/or natural gas to your home. In cases of emergencies relating to your service, such as a power outage, please call your utility or visit their website: <b>PSE&amp;G:</b> 1-800-880-7734; <b>JCPL:</b> 1-800-662-3115; <b>Atlantic City Electric:</b> 1-800-642-3780; <b>Rockland Electric:</b> 1-877-434-4100.

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<b>Customer Name</b>			
<b>Customer Contact</b>	Name:		Phone:
	Title:	Email:	
<b>Billing Address</b>			
<b>Deposit Requirements</b>			

**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:

**Schedule A**

Catalyst Power has no obligation to enroll or supply electricity to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number / POD ID	Requested Flow Start Month	Number of Billing Cycles	Annual Usage (kWh)	Electricity Rate (¢ per kWh)	Service Address

Account(s) listed in the schedule may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

Swing Bandwidth: 100%

Voluntary Renewable Content: 0%

**Customer Initials:** \_\_\_\_\_

**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 licensed by the New Jersey Board of Public Utilities (“NJ BPU”) to offer and supply electricity generation supply services in New Jersey. Our NJ BPU license number for electricity generation supply is ESL-0259.

You will receive a single bill from your Local Distribution Company (“LDC” or “utility”) that will contain the LDC’s charges and Catalyst Power’s charges for electricity supply. Your LDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your LDC.

Right of Rescission. Your LDC will send you a notice to confirm your choice of Catalyst Power for electricity supply. For commercial customers with a cumulative peak load of 50 kilowatts or less, you will have seven (7) calendar days from the date of your utility’s confirmation notice to cancel the agreement by contacting your utility with the contract information listed below.

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 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.
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 LDC and it will continue for the period designated in Schedule A (“the Initial Term”).
3. Pricing and Billing. **This is a Fixed Price Contract.** Fixed rates are rates that do not change over the term of the contract. This is not a variable price Agreement. Variable rates are rates that may fluctuate from one billing period to the next during the term of the contract, based on a variety of factors, including weather fluctuations. The price that you will pay per kWh for electricity generation supply is set forth on Schedule A, above. **The price includes New Jersey Sales Tax.** Your Catalyst Power price may be higher or lower than the LDC’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 LDC. If Customer’s usage in any month is different than the kWh usage in the same month from the previous year by the Swing Bandwidth of 20% (unless specifically stated in Schedule A), more or less, Catalyst Power may charge any difference between the Fixed Price and a variable rate for the amount of usage outside the Swing Bandwidth %. Catalyst Power may assign and sell Customer accounts receivable to the LDC. Catalyst Power does not offer budget billing for the supply portion of the bill. 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 NJBPU. Catalyst Power will purchase and retire, on the customer’s behalf, the requisite amount of such attributes that is equal to the Voluntary Renewable Content % as stated in Schedule A of the Customer’s flowed MWh usage during the Term. The Parties agree that changes to the required amounts of Renewable Energy Credits or Alternative Compliance Payments (or costs of such attributes) constitutes a regulatory change for which Catalyst Power reserves the right to raise or lower the price to reflect such change, to raise or lower the percentage of Renewable Electricity, or to procure such Renewable Electricity from other eligible sources in response to a regulatory change.

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, or terminate the Agreement if Customer does not consent to such change in Fixed Price. 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 LDC, Catalyst Power is entitled to pass through such Non-Energy Costs in its sole discretion in order to reflect such material changes or terminate the Agreement if Customer does not consent to such change in Fixed Price. 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 NJBPU.

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 LDC. 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 NJ BPU 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.

8. Cancellation. 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. 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 LDC, 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 LDC. 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 commercial customers with a cumulative peak load of 50 kilowatts or less 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 LDC's service or choosing another electricity supplier. For commercial customers with a cumulative peak load of greater than 50 kilowatts, 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 at least thirty (30) 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.**

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 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. A final bill will be rendered by the LDC 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 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 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 contacted Catalyst Power customers may contact the New Jersey Board of Public Utilities Division of Customer Assistance at 1-800-624-0241 (toll free), online at <https://www.bpu.state.nj.us/bpu/assistance/complaints/inquiry.html>, or by sending a complete Third-Party Energy Supplier Complaint Form via e-mail to [tps.ca-response@bpu.state.nj.us](mailto:tps.ca-response@bpu.state.nj.us). Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

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).
- Electric Distribution Company: PSE&G 1-800-880-7734; JCPL 1-800-662-3115; Atlantic City Electric 1-800-642-3780; Rockland Electric 1-877-434-4100
  
- State Of New Jersey Board Of Public Utilities, Division Of Customer Assistance:  
Toll Free: 1-800-624-0241 (Mon – Fri 8:00 am to 5:00 pm EST)  
Website: [www.nj.gov/bpu/](http://www.nj.gov/bpu/)  
Mailing Address:  
New Jersey Board of Public Utilities  
Division of Customer Assistance  
44 South Clinton Avenue  
P.O. Box 350  
Trenton, New Jersey 08625-0350

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 LDC (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. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW JERSEY 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 New Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of Jersey 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 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.

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.





More power to you.

MATRIX CUSTOMER CONTRACT SCHEDULE A

Requested Flow Start Month:	
Contract Type:	
Contract Term:	
Electricity Rate (¢ per kWh)	
Swing Bandwidth	100%

Account #(s):

Utility	LDC Account #/ POD ID#	Service Ref #	Name Key (if applicable)	Street Number/ Name/ Unit/ Suite	City	State	Zip

Catalyst Power has no obligation to enroll or supply electricity to any account(s) that are not identified above. Account(s) listed above may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

Customer Initials: \_\_\_\_\_