

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made as of the 16th day of July 1st, 2021, by and between Reliable Power Alternatives Corporation a New York Corporation (hereinafter referred to as "RPAC" and/or "Company") whose primary business address is at 400 Garden City Plaza, Suite 315, Garden City N.Y. 11530, and _____ having its main office at _____ ("Client").

A. Client owns, has controlling ownership interest in or has management authority over certain properties throughout the US ("The Facilities") that consume electric and/or natural gas energy;

B. Client is interested in pursuing options to secure electric and natural gas supply from alternative sources for the accounts at the Facilities as set forth in Attachment B. The parties acknowledge that Facilities and/or accounts may be added to Exhibit B during the Term of this Agreement by the mutual agreement of the Parties.

C. _____

D. RPAC desires to manage the RFP process for The Facilities and to assist Client in the selection process for electric supply options that will be based on the RFP process results.

E. Client represents that it has authority to act on its own behalf and/or on behalf of the owners of The Facilities which is or becomes the subject of this Agreement. Such authority must be evidenced by a written between the appropriate parties and shall be made available to RPAC upon request.

F. _____

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Consulting: Client grants to RPAC an exclusive right to conduct RFP's on its behalf to assist the Client in the selection of electric supply options. During the Term of this Agreement, the Client hereto shall not circumvent RPAC by approaching, negotiating or doing business directly with a Supplier or with any of the individuals or entities associated with a Supplier, without the prior written consent of RPAC. Client further agrees that RPAC will provide assistance in the selection process for Suppliers for electric supply covered under a Supply Agreements as well as Additional Services under Section 2. Further, both parties agree that, except as otherwise specified herein, RPAC is an independent contractor with respect to all aspects of this Agreement. RPAC and its principals, officers, directors and employees are not employees, or servants of Client.

2. Consideration _____

_____ (a) a fee calculated on _____ and due in connection with electricity consumed pursuant to a Supply Agreement that RPAC sources _____

[REDACTED]

3. Term. The term of this Agreement shall commence on the date hereof, and continue for the longer [REDACTED]

4. Client Responsibilities. To enable RPAC to perform its duties under this Agreement, Client hereby covenants to undertake the following obligations:

(a) Provide to RPAC all relevant Client data, including, but not limited to the following information: billing data including previous periods utility bills, credit information, all relevant utility usage and consumption data and all Agreements entered into by the Client within the past three (3) years for electric and/or natural gas supply.

(b) Execute any necessary letters of authorizations (“LOAs”), letters of exclusivity (“LOEs”) and otherwise authorize RPAC to receive and share with potential suppliers all relevant Client usage and/or consumption data; and

(c) Comply with all applicable federal, state and local laws, ordinances and regulations.

5. Representations and Warranties. Each Party represents, warrants and covenants to the other Party the following:

(a) it shall not take any action that would violate any law, contract, agreement in the performance of the terms of this Agreement;

(b) it shall not act in any manner that could cause the other Party’s reputation or good will to be impaired;

6. Limitation of Liability. LIABILITY IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND AGREES THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY’S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, and all of its officers, directors, and employees, from and against all liabilities, claims, damages and expenses (including, without limitation, reasonable attorney fees and out-of-pocket expenses) (collectively referred to as "Losses") incurred by the other Party as a result of, arising out of, or in connection with, (i) any misrepresentations by the Party, its agents or employees, (ii) a breach of this Agreement, or (iii) any negligent, fraudulent or intentional acts or omissions by the Party, its agents or employees.

8. Confidentiality:

a. Confidential Information .Both Parties acknowledge and agree that the Parties have developed, own and/or control certain confidential and proprietary business information relating to its business and services including, without limitation, ideas, inventions, technical information, policies, procedures, processes, business and financial models and projections, marketing and business materials, price lists, advertising literature, customer lists, customer information and all other confidential business information and trade secrets owned and controlled by the respective Parties (the "Confidential Information"). The Parties shall have no obligation to preserve the confidentiality of any information which: (1) was previously known to it free of any confidentiality obligation; (2) is disclosed to third parties by a disclosing party without restrictions; (3) becomes publicly available by other than unauthorized disclosure; or, (4) is independently developed by it. The Parties agree not to copy, transfer, photocopy, or duplicate in any form, electronically or otherwise, any Confidential Information without the prior written consent of the other Party. The Parties agree not to disclose any information contained in any confidential document provided, to any employee, contractor, investor, financial institution, or any other individual who does not have a direct "need-to-know" basis for having this information. The Parties agree to preserve the confidentiality of the information and documents produced hereunder and the provisions set forth herein, shall remain in full force and effect until the later of three (3) years from the date hereof or one(1) year after termination of this Agreement.

b. Return of Confidential Information. A Party shall turn over to the other Party, upon demand, all Confidential Information and any and all documents or other writings and recorded materials of any kind embodying that Party's Confidential Information. A Party shall not copy or reproduce in whole or in part any such writing or recorded material without the prior written consent of the other Party.

c. Injunctive Relief. If A Party commits a breach, or threatens to commit a breach, of any of the provisions of this Confidentiality provision, the other Party shall have the right and remedy to have this provision specifically enforced by any court having equity jurisdiction and/or the right to obtain injunctive relief. The right and remedy enumerated in the preceding sentence shall be in addition to, and not in lieu of, any rights and remedies available to a Party at law or in equity.

9. Dispute Resolution. Any disputes by the Parties shall be resolved through good faith negotiation through the Parties' authorized representatives. Any dispute not resolved within 30 days of initial written notification of such dispute may be forwarded to the Parties' counsel for resolution. The forum for any litigation, which may arise with regard to this Agreement, shall be State Courts located in Nassau County, N.Y.

10. Applicable Law. This Agreement shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

11. Notices and Correspondence. Any notice or other document to be given hereunder shall be in writing and shall be delivered to the address specified in the introductory paragraph. Notice sent by facsimile shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier

time as is confirmed by the receiving party. Notice delivered by courier shall be deemed to have been received upon receipt. Notice delivered by mail shall be sent via certified mail service deemed to have been received at the end of the fifth business day after the date of mailing by prepaid first class mail.

12. Non-Waiver. No waiver by either Party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or a different nature.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding anything herein to the contrary, neither this Agreement nor any right hereunder shall be assignable by Client without the prior written consent of RPAC, which shall not be unreasonably withheld.

14. Exclusion of Third Party Rights. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization not a Party to this Agreement or a permitted successor or assignee of a Party.

15. Severability. If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

16. Amendments. No termination, revocation, waiver, modification or amendment of this Agreement shall be binding upon the Parties unless in writing and signed by all Parties.

17. Survival. Termination or expiration of this Agreement shall not relieve either Party of its obligations set forth in Paragraphs 2,4,5, 6 and 7 as well as any and all other provisions of this Agreement which by their terms shall reasonably be construed to survive the expiration or termination of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and there are no other representations, agreements or understandings, oral or written, express or implied, between the Parties relating thereto.

19. Authority to Contract. Each Party hereto warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such Party's articles of incorporation, by-laws or other applicable organizational documents and procedures. Each party agrees that it will not raise or assert as a defense to any obligation under this Agreement or make any claim that this Agreement is invalid or unenforceable due to any failure of this document to comply with ministerial requirements including, but not limited to, requirements for corporate seals, attestations, witnesses, notarizations, or other similar requirements, and each party hereby waives the right to assert any such defense or make any claim of invalidity or unenforceability due to any of the foregoing.

20. Counterparts. This Agreement may be executed in one or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

Each of the parties represents and warrants that the signatory below has authority to sign this Agreement on its behalf.

Reliable Power Alternatives Corp.

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Attachment A

1. ELECTRIC SUPPLY ACQUISITION MANAGEMENT SERVICES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The tasks to be accomplished by RPAC in performing energy procurement services on behalf of The Facilities will include the following:

1.1. Account/ Product Evaluation

This will entail a review of all The Facilities electric and/or natural gas accounts. After consultation to understand the Client's risk/reward profile and buying strategies, RPAC will propose the product options that make the most sense to bid and evaluate through the RFP process.

1.2. Qualify Suppliers and Develop Request for Proposal ("RFP")

In a formal solicitation, a request for proposal (RFP) is sent to a minimum of three (3) qualified and approved Suppliers. RPAC will request prices for different products that meet the requirements of the Client and offered by the Suppliers.

Using the results of section 1.1 above, RPAC will develop an RFP or a group of RFP's for the purchase of electric power and/or natural gas from qualified Suppliers. The RFP will outline accounts (by size, location and any other relevant criteria) to be bid as a part of the RFP. To the extent usage patterns can be identified and committed to by The Facilities, this will be documented in the RFP in an effort to gain enhanced pricing results from Suppliers. As part of this effort, RPAC will also pre-

qualify potential Suppliers. This will include qualifications by financial parameters as well as level of experience in the deregulated markets as well as client service history. RPAC will also request from Suppliers any of their requirements for financial/credit assurances from the Client. Should there be any such requirements in order to contract with a Supplier, it would be known upfront in the proposal process.

Suppliers will be allowed to submit bids for alternative products if it appears advantageous to Client to evaluate such alternates.



1.3. Proposal Evaluation; Risk/Reward Profile

As part of the proposal evaluation process, RPAC will review The Facilities risk/reward profile, as agreed to with the Client, to get an understanding of how to best organize the results of the bidding process. Price, product structure and Supply Agreement terms will be balanced in the evaluation process. Any potential for penalties or other costs would be identified and reviewed with the Client. During this process, RPAC will be requesting some, if not all of the Suppliers, to refresh their prices on a regular basis. From this task, RPAC would expect to narrow the list of bidders to two (2) or three (3) (“Final Bidders”).

1.4. Negotiate Terms

Once the Final Bidders are identified, RPAC would negotiate contract terms on behalf of the Client in an attempt to gain as many favorable benefits for The Facilities as possible. This negotiation would be done in conjunction with the Client and rely on the guidelines developed for The Facilities risk/reward profile as described in section 1.3 above. RPAC would continue to get refreshed prices from the Final Bidders until Client decides which Supply Agreement it wished to execute.

1.5. Enrollment

Upon successful completion and execution of any Supplier Agreement, RPAC will assist you in dealing with the Supplier regarding the enrollment process for the accounts. .

1.6. Routine Oversight



1.7. Ongoing Management

[REDACTED]

1.8. Access to RPAC’s online management tools (available only to clients on the block and index product and NOT on Pool contracts)

[REDACTED]

2. ADDITIONAL SERVICES

RPAC shall also provide the following services to Client:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attachment B

List of Properties and their respective Electric and/or Natural Gas Accounts (this list may be amended from time to time):