GRID AVEC INC.

Client Engagement Agreement

This Agreement for Energy as a Service Advisory ("Agreement") is entered into as of [DATE] , by and between [COMPANY] ("Client") and Grid Avec Inc., a Colorado corporation ("Broker"). The parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Utilities"	Electric power, natural gas, telecommunications, internet and data services, water and sewage, waste management, and merchant services collectively.
"DER" or "Distributed Energy Resource"	Any behind-the-meter asset owned or operated by Client that is capable of generating, storing, or curtailing energy, including but not limited to backup generators, battery systems, UPS systems, HVAC systems, and electric vehicles.
"Subcontractor"	Any third-party vendor, auditor, supplier, program operator, or service provider introduced or engaged by Broker on Client's behalf pursuant to this Agreement.
"LOA" or "Letter of Authorization"	A written authorization signed by Client granting Broker or a designated Subcontractor the right to access Client's utility account information from a specified provider.
"Program"	Any demand response program, capacity market, virtual power plant, community solar subscription, energy storage service, incentive program, or similar arrangement in which Client's assets or accounts are enrolled.

II. PURPOSE AND DURATION

The purpose of this Agreement is to establish the terms and conditions under which Broker shall provide Client with energy advisory and project management services designed to reduce Client's Utility expenditures, recover billing overcharges, and identify revenue-generating opportunities within Client's existing assets and operations.

This Agreement shall have an initial term of one (1) year from the date of execution and shall automatically renew on a month-to-month basis thereafter. Either party may terminate this Agreement upon thirty (30) days' prior written notice. Upon termination, Client's obligations to Subcontractors previously approved and contracted by Client shall continue per those individual agreements, but Broker shall initiate no new vendor engagements or program enrollments on Client's behalf following the notice date.

III. SCOPE OF SERVICES

Broker shall serve as Client's dedicated energy advisory consultant and project manager across all of Client's Utility expenditures and DER assets at the Site(s) identified above. Broker's services shall include, but are not limited to, the following:

- Site and bill analysis: Review of Client's utility invoices, interval data, load profile, and existing supplier or vendor contracts to identify savings opportunities, billing errors, and revenue-generating programs for which Client may be eligible.
- Vendor vetting and competitive bidding: Solicitation of proposals from Broker's vetted network of Subcontractors, comparison of terms and economics, and presentation to Client of only those options that are reasonably suitable for Client's usage profile and operational requirements.
- Program enrollment coordination: Management of enrollment paperwork, LOA preparation, utility authorizations, and program registrations on Client's behalf, subject to Client's prior written approval for each enrollment.
- Subcontractor introduction and oversight: Introduction of Client to selected Subcontractors and coordination of service execution; Broker remains Client's single point of accountability throughout.
- Contract review support: Plain-language explanation of material vendor contract terms prior to Client's execution of any Subcontractor agreement.
- Ongoing monitoring: Quarterly review of Client's active programs, utility rates, and applicable market conditions; notification to Client of new programs or savings opportunities as they arise.

Service categories may include, without limitation: utility and telecom bill auditing, retail electric and natural gas supply procurement, community solar subscriptions, energy storage as a service, demand response enrollment, generator monetization, virtual power plant participation, load shaping and tariff optimization, renewable energy certificate procurement, and applicable federal and state tax incentive identification.

Not every service category will apply to every Client. Broker shall present only those services for which Client's sites, load profile, and market conditions indicate reasonable eligibility and economic benefit.

IV. CLIENT RIGHTS AND PROTECTIONS

The following protections are material terms of this Agreement and are non-waivable by Broker:

- Approval required before enrollment: Broker shall not enroll Client in any Program, execute any agreement with a Subcontractor on Client's behalf, or obligate Client to any vendor relationship without Client's prior written approval. Verbal approvals shall not be sufficient.
- Contract review before execution: Client shall receive and review all vendor and Subcontractor contracts prior to execution. Broker shall present material terms in plain language and answer Client's questions before any agreement is signed.
- LOAs are information-access only: Any LOA executed by Client grants Broker or a designated Subcontractor the right to access account information from the named utility provider only. Execution of an LOA does not constitute enrollment in any Program, agreement to purchase any product or service, or obligation of any kind beyond information access.
- Right to exclude accounts: Client may exclude any utility account, service category, or site location from the scope of this Agreement at any time by providing written notice to Broker. Excluded accounts will not be reviewed or enrolled in any program without Client's express written reauthorization.
- Right to terminate: Client may terminate this Agreement upon thirty (30) days' written notice in accordance with Section II.

- Compensation transparency: Client has the right to request and receive a written disclosure of the compensation arrangement applicable to any specific vendor, program, or service Broker presents. Broker shall maintain no undisclosed referral arrangements with any Subcontractor.

V. CLIENT RESPONSIBILITIES

Client agrees to cooperate with Broker in good faith to facilitate the advisory services described in this Agreement. Client's responsibilities include:

- Provide at least one current bill copy or online portal login per utility or telecom account to be reviewed, including copies of any existing supplier contracts or exemption certificates.
- Disclose to Broker, prior to the commencement of services, all active vendor negotiations, existing third-party supplier contracts, and any utility billing disputes or pending credits that may overlap with the scope of this Agreement.
- Identify the individual(s) at Client's organization with authority to approve vendor contracts, execute LOAs, and authorize program enrollments.
- Respond to Broker's questions, information requests, and approval requests within five (5) business days. Delays in response may result in delays in audit completion, refund recovery, or program enrollment.
- Route any unsolicited contact from utility providers, vendors, or Subcontractors regarding contract renewals, pricing, or service changes to Broker during the active term of this Agreement, so that Broker may coordinate a response consistent with Client's best interests.
- Execute LOAs as reasonably requested by Broker to enable access to billing histories and account records from Client's utility and telecom providers.

VI. BROKER COMPENSATION

Broker shall not charge Client any retainer, consulting fee, or upfront payment for the advisory services described in this Agreement. Broker is compensated by Subcontractors, program operators, and vendors, as described below. Client is not responsible for paying Broker's compensation unless a specific arrangement to the contrary is disclosed in writing and separately agreed upon by the parties. Where Broker's compensation arrangement is derived from a product or service that affects pricing presented to Client, Broker shall disclose that arrangement in writing prior to requesting Client's approval. Client's execution of a Subcontractor agreement constitutes acknowledgment of the applicable compensation disclosure for that engagement.

VII. REPRESENTATIONS AND WARRANTIES

A. Broker Represents and Warrants:

- Broker has the legal authority to enter into this Agreement and to perform the services described herein.
- Broker will perform services in a commercially reasonable manner consistent with industry standards.
- Broker will present only vendors and programs that Broker, in good faith, believes to be suitable for Client's situation based on information available at the time of presentation.
- Broker will not accept compensation from any Subcontractor that is conditioned on Client enrolling in a program against Client's stated interests.

B. Client Represents and Warrants:

- Client has the legal authority to enter into this Agreement and to authorize Broker to act as described herein.
- The information, bill copies, and account access provided by Client to Broker will be accurate and complete to the best of Client's knowledge.
- Client will promptly notify Broker of any material changes to Client's utility accounts, supplier contracts, or site operations that may affect Broker's services.

VIII. LIMITATION OF LIABILITY

Broker's liability to Client for any claim arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees, if any, paid by Client directly to Broker in the twelve (12) months preceding the claim. Broker shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, whether or not Broker has been advised of the possibility of such damages.

Broker is not responsible for the acts, omissions, performance, or financial obligations of any Subcontractor. Each Subcontractor engagement is governed by a separate agreement between Client and that Subcontractor. Broker's role is advisory and coordinative. Client should seek independent legal and financial counsel before executing any material Subcontractor agreement.

IX. DISPUTE RESOLUTION AND GOVERNING LAW

In the event of a dispute arising out of or relating to this Agreement, the parties agree to attempt to resolve the dispute through good-faith negotiation within thirty (30) days of written notice of the dispute from either party. If the dispute is not resolved through negotiation, the parties agree to submit the matter to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with proceedings conducted in Denver, Colorado.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict-of-laws provisions.

X. GENERAL PROVISIONS

- Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, or agreements, whether oral or written.
- Amendments: This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.
- Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.
- No Waiver: Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision in the future.
- Independent Contractors: The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship except as expressly stated in Section V with respect to LOA-based account access.
- Notices: All written notices required under this Agreement shall be delivered by email with confirmation of receipt, or by certified mail, to the addresses provided by the parties at execution.
- Counterparts: This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

XI. ACCOUNTS AND SERVICES EXCLUDED FROM SCOPE

Client may identify below any utility accounts, telecom lines, service categories, or site locations to be excluded from the scope of this Agreement. Broker shall take no action with respect to excluded accounts without Client's separate written reauthorization.

Utility / Service / Account	Account Number (if known)	Reason for Exclusion

XII. EXECUTION

The parties have executed this Agreement as of the date first written above. By signing below, each party represents that the signatory has the authority to bind the respective entity to the terms of this Agreement.

CLIENT

Authorized Signature

Print Name

Title

Date

Entity Name

GRID AVEC INC.

Authorized Signature

Print Name

Title

Date

info@xgrid.io