



Company Name: _____ (“Customer”, “you”, “your”) Utility Zone: **ComEd**

Utility Acct #(s) (list multiple acct’s on App. A): _____

Service Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Tel #: _____ Fax: _____ Email: _____

Customer hereby agrees to enroll in NRG Curtailment Solutions, Inc.’s (“NRGCS”) PowerPay! Program(s) and authorizes NRGCS to be its exclusive demand response provider for all applicable programs offered with PJM relating to energy, capacity, and ancillary service(s), including, without limitation, the Energy Efficiency Program (this enrollment form and the Terms of Service and Addenda attached hereto, this “Agreement”). Customer represents it is within its authority to enter into this Agreement and to curtail electricity usage at its facilities. Customer and NRGCS are sometimes referred to individually as a “Party” and collectively as the “Parties.”

Payment Terms:

Annual – Year Round

For the Pre-emergency and Emergency programs Customer will be paid as follows for its reduction:

Capacity Payments: Customer will receive 85% of the PJM Base Residual Auction (“BRA”) Clearing Price for all auctions in which NRGCS has cleared capacity for Customer’s zone(s) (“Capacity Payment Rate”).

Payment will be made **[Customer to choose one]**:

- A) in full once annually no later than 60 days after the conclusion of the Delivery Year in effect; OR
- B) quarterly no later than 60 days after the conclusion of each quarter. Quarterly Capacity Payments are based on estimates and are subject to true-up after annual settlement with the ISO/RTO. Notwithstanding any other provision of this agreement, if Customer chooses to receive Capacity Payments quarterly, NRGCS reserves the right to invoice Customer for any net Capacity Payment amount due at any time during the Term, or at the conclusion of the Term, which payment Customer shall remit to NRGCS within 60 days of invoicing.

Customer is paid Capacity Payments only for its reductions performed during the Performance Obligation Period. Capacity Payments are based on Customer’s Capacity Payment Rate multiplied by Customer’s Summer Expected Reduction, multiplied by delivery year ELCC, multiplied by Customer’s Annual Performance (summer performance payment) plus Customer’s Capacity Payment Rate multiplied by Customer’s Winter Expected Reduction, multiplied by delivery year ELCC, multiplied by Customer’s Annual Performance (winter performance payment), as defined in the Terms of Service for PowerPay! Program.

Energy Payment: Customer will receive 100% of energy payments (based on applicable zonal Locational Marginal Price per kWh), if any, that NRGCS receives from PJM associated with Customer’s reduction.

Payment will be made **[Customer to choose one]**:

- A) in full once annually no later than 60 days after the conclusion of the Delivery Year in effect; OR
- B) in tranches no later than 60 days after settlement from the ISO/RTO.

Term. This Agreement will be effective as of the date Customer signs this Agreement (“Effective Date”) and will continue for three years following the Effective Date (“Term”), which period of years shall begin to run as of the date Customer is first enrolled in the applicable program (“Start Date”) and shall end at the conclusion of the last Performance Obligation Period in the Term. If Customer is unable to participate during a Performance Obligation Period, NRGCS will not register Customer for that Performance Obligation Period and Customer will not receive any payments, however this contract will continue to remain in effect and NRGCS will continue to be Customer’s exclusive demand response provider. After the Term, this Agreement shall end.

Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

Miscellaneous. This Agreement and any Renewals or Addenda constitute Customer’s entire Agreement with NRGCS and supersede any prior agreements between the Parties, except that any unexpired agreements between the Parties governing Performance Obligation Period(s) prior to the Effective Date shall be governed by those agreements until the first whole Performance Obligation Period following the Effective Date, which shall be governed by this Agreement.

Signature: _____

Print Name: _____ Title: _____ Date: _____

NRGCS Signature: _____

Print Name: _____ Title: _____ Date: _____



Terms of Service for PowerPay! Program

Definitions. Any capitalized term not defined herein shall have the meaning ascribed to that term in the Registration Confirmation or Addendum(s), or if undefined in the Registration Confirmation or Addendum(s), in the applicable tariff, manual, or program rules.

"Applicable Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, tariff, ordinance, code, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, enforceable at law or in equity, along with the interpretation and administration thereof by any Governmental Authority.

"Change in Law" means the enactment, re-enactment, adoption, promulgation, implementation, amendment, modification, repeal, change in interpretation or other change of any Governmental Authority, judicial administrative or distribution service provider Applicable Law, rule, regulation, decision or tariff after the Effective Date.

"Delivery Year" is the one-year period defined by each NRGCS or a Regional Transmission Organization (RTO) / Independent System Operator (ISO), utility, or other program administrator during which programs are available, which may include a full year or lesser periods defined by multiple seasons or multi-month periods.

"Effective Load Carrying Capability" or "ELCC" means a class rating of demand response as calculated by PJM prior to the applicable delivery year.

"Event" is a load curtailment event called by PJM.

"Expected Reduction" is the expected kW reduction based on your hourly metered load, which may be referred to as "Annual Expected Reduction", "Winter Expected Reduction", and/or "Summer Expected Reduction", as applicable in this Agreement and Registration Confirmation. The Expected Reduction shall be determined by mutual agreement and shall be based on NRGCS's assessment of your ability to perform. NRGCS will notify you of the Expected Reduction in a Registration Confirmation and/or acknowledgement ("Registration Confirmation") that shall be incorporated and made part of this Agreement. NRGCS shall reassess your Expected Reduction periodically. You agree to acknowledge and comply with the terms of the Registration Confirmation, however, in no case shall you be required to exceed the Maximum Performance Requirements defined herein in the Addendum which shall be incorporated and made part of the Agreement. You agree to use commercially reasonable efforts to curtail your electric usage for all Event and Test hours during the Performance Obligation Period as dispatched by PJM and/or NRGCS for your zone(s), and will begin curtailing when notified with sufficient lead time to achieve your Expected Reduction within the designated Performance Response Time (or as soon as commercially reasonable where PJM exercises its authority to call an emergency event(s) that develops rapidly and without prior warning).

"Governmental Authority" means: (i) any federal, state, local, or municipal government, (ii) any subdivision, department, court, commission, board, bureau, agency (including the Federal Energy Regulatory Commission) or authority of any such government (including an RTO or ISO), or (iii) any quasi-governmental or private body exercising any regulatory, rulemaking, expropriation, taxing or other governmental or quasi-governmental authority.

"Material Adverse Change" means that NRGCS's revenues from this Agreement are reduced or its costs or obligations under this Agreement are increased due to a change in Customer's use of a generator or change in its facility or operations.

"Performance" equals your average, actual delivered kW reduction, without taking into account a winter weather adjustment factor which NRGCS may apply at its discretion, expressed as a percentage of your Expected Reduction (capped at 100% per hour) over all called Event hours during the Performance Obligation Period. If no Event is called, your payments will be based on your performance during any Tests. The term "Performance" may be used more than one time in this Agreement and shall be evaluated with reference to the season referenced, or as this Agreement or context dictates.

"Test" is your obligation to demonstrate your ability to curtail load. You agree to curtail during one or more tests as required by PJM or at NRGCS's discretion to verify your ability to participate. You authorize NRGCS to perform tests of notification processes during which you are not required to curtail any load.

Additional Payment Terms. Customer will not be subject to out-of-pocket financial penalties, even if it fails to reduce electricity when called. However, any over payment remaining on Customer's account at the conclusion of a Delivery Year (e.g., following True-Up) shall be netted against Customer's Capacity and/or Energy payments earned in subsequent Delivery Years remaining in the Term. At the conclusion of each Delivery Year, the Customer's final account balance shall reflect a single, net value combining capacity and energy balances for all activities (e.g., Events and Tests) during the prior Delivery Year. You acknowledge and agree that NRGCS has no obligation to pay you under this Agreement unless and until payment is received from PJM.

Payment Disputes and Corrections. Any objections to payments made to Customer shall be made in writing to NRGCS within sixty (60) days following the payment date. Any payment that remains undisputed by you after sixty (60) days shall be deemed accepted by you. NRG reserves the right to correct any errors to your statement(s) up to 90 days following the conclusion of each Delivery Year.

True-Up. NRGCS shall adjust payments to reflect total capacity payments (if any) earned by Customer for final performance, measured by the RTO for the Performance Obligation Period. This includes, but is not limited to, taking into account any additional event(s) or test(s) that are called by the RTO that occur after a preliminary revenue estimate is issued or a payment is made, such that total payment(s) will reflect Customer's actual, final performance as measured by the RTO for the full Performance Obligation Period.

Metering Equipment. You authorize NRGCS or its authorized representative to install an interval meter or meters ("NRGCS Equipment") at a mutually agreed upon location, at no cost to you. NRGCS retains ownership of this NRGCS Equipment. After the Term, you will cooperate with NRGCS if it wishes to recover the NRGCS Equipment. A meter installed by NRGCS contains software proprietary to NRGCS and NRGCS grants you a license to use the software during the Term.

Site Access. You agree to grant NRGCS and/or its authorized representative reasonable, supervised access to your premises as needed for metering or enrollment purposes.

Generator Attestation. You shall immediately notify NRGCS in writing if the status of your environmental or use permits has changed, or if your use or ownership of a generator has changed or ended.

Agency Authorization. You authorize NRGCS to complete documents required for enrollment and, if applicable, installation of an interval meter on your behalf. This includes a Third-Party Authorization allowing your utility to release to NRGCS information such as billing records and meter usage data.

Utility Account Authorization. You authorize NRGCS to enroll the utility account numbers identified in this Agreement ("Authorized Accounts"), which accounts Customer may change with notice in writing delivered to NRGCS at least 90 days prior to the start of the next Performance Obligation Period. You attest that the Authorized Account information provided, or modified, is true and accurate and commit to notify NRGCS if there is any change in account number designations. You authorize NRGCS to act on behalf of the Authorized Accounts and any successor account numbers subsequently designated by the utility for the same meter.

Confidentiality. Customer shall not disclose the terms or conditions of this Agreement, nor of any related enrollment and/or program form(s), to a third-party and shall not disclose any information labeled "Confidential Information" without NRGCS's prior written permission. Notwithstanding this provision, Customer may share this Agreement and other terms of its participation in this program with the Building Owners and Managers Association of Chicago.

Information Sharing. You authorize NRGCS to share your information: (i) with NRGCS affiliates or subsidiaries and with third-party partners or subcontractors as needed to perform functions or services on behalf of you and/or NRGCS and (ii) with other parties as NRGCS deems necessary or appropriate under applicable law, rule or regulation, including to enroll your accounts into the program(s) and/or respond to requests from public, governmental and regulatory authorities.

Assignment. NRGCS may contract with its affiliates and subsidiaries and with subcontractors to perform its obligations under the Agreement and may assign, without your consent, its rights and obligations under the Agreement in whole or in part to an affiliate or to a successor-in-interest. You may assign this Agreement if the ownership of the participating building changes.

Change in Law. NRGCS will notify you of program changes, and you agree to make best efforts to comply with such changes. However, should there be material Change in Law, the Parties shall cooperate in good faith to appropriately amend this Agreement.

Baseline Measurement. NRGCS shall calculate and utilize for compliance data submission a baseline value, if applicable, as defined in the prevailing tariff, manuals, and business rules that apply to each program that you are enrolled in. NRGCS reserves the right to exercise for payment settlement purposes discretion in calculating and/or utilizing a baseline value.

Consents and Approvals. You represent, warrant and covenant that you have obtained any and all consents or approvals required in order for you to grant the rights and perform your obligations under the Agreement, and for NRGCS to take the actions contemplated in the Agreement.

Notifications. If you are unable to provide your committed curtailment amount, you agree to notify NRGCS as soon as commercially practicable.

Enrollment. NRGCS shall determine whether you qualify and will be registered for a program at its discretion. NRGCS reserves the right to discontinue your participation in any program based upon your performance or changes in Customer's facility or operations or withhold your registration should there be a Change in Law or Material Adverse Change.

Insurance. Customer will, at its expense, maintain commercially reasonable insurance coverage during the Term, evidenced by a certificate of insurance.

Policy Requirements. The insurance policies required above shall: (a) be issued by insurance companies licensed or authorized to do business in the state in which the Customer's premises is located, with a Financial Strength Rating of at least "A-" and a Financial Size Category of at least "Class VIII," in the most recent AM Best's Insurance Reports; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each Party's insurers waive all rights of subrogation against the other Party on each of the coverages required herein. From time to time upon request, Customer shall provide NRGCS with a certificate of insurance, evidencing the required coverages.

Indemnification. Subject to the provision on Limitation of Liability hereof, each Party shall indemnify and hold harmless the other Party and its Related Parties (e.g., affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, and employees) from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from: (i) any willful misconduct or negligence of such Party or its Related Parties or (ii) any breach by such Party of its obligations, representations or warranties under the Agreement, except to the extent arising out of or resulting from any willful misconduct or negligence of the indemnified Party or its Related Parties.

Limitation of Liability. In no event shall either Party be liable (in contract or in tort, including negligence and strict liability) to such other Party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each Party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other Party to mitigate its damages. NRGCS's liability to Customer and its Related Parties on an aggregate basis shall not exceed NRGCS's share of the Capacity Payment for the twelve-month period immediately preceding the event giving rise to losses. These limitations on liability are increased up to the required insurance limits for liabilities covered by such insurance.

Termination: (1) The Agreement may be immediately terminated for cause by either Party in the event of the following:

i. Breaches. The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice.

ii. Insolvency. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws and such proceedings are not dismissed within thirty (30) days after filing.

iii. Representation or Warranty Untrue. Any warranty or representation made by Customer under or in connection with this Agreement shall prove to have been untrue or misleading in any material respect when made.

(2) Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party with no further obligation on either Party's part: (i) if there is a Change in Law that makes performance of this Agreement illegal or unenforceable; (ii) if there is a material Change in Law or Material Adverse Change and the Parties are unable to agree to amend this Agreement within 30 days of notice to the other Party that there has been a material Change in Law or Material Adverse Change.

(3) You may terminate this Agreement without penalty (i) if the participating building's ownership changes, (ii) if the Channel Partner Referral Agreement between the NRGCS and the Building Owners and Managers Association of Chicago terminates, or (iii) if NRGCS does not clear capacity for Customer's Zone or otherwise does not have capacity to offer for a program year.

Governing Law; Waiver of Jury Trial. The Agreement shall be governed by and interpreted in accordance with the internal laws of the state of Illinois without giving effect to conflict of law rules. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

Customer Cooperation. You agree to take all commercially reasonable steps, including executing instruments necessary to qualify for a program and to facilitate your enrollment, and/or if requested at NRGCS's discretion, to re-qualify for any program where your registration has been suspended or disqualified. Customer understands and agrees that these program parameters and Terms of Service for PowerPay! Program are negotiated terms that may differ from how program(s) are implemented between program administrators and curtailment service providers.

Definitions. Any rights and obligations set forth under "Definitions" attached to this Agreement shall be incorporated in these Terms of Service with the same force and effect as though fully set forth herein.

Please Initial & Date

Initials:

Date:

ADDENDUM NO. 1

PARTICIPATION IN NRGCS POWERPAY! PROGRAM

- (1) **Program Election.** For the 2026/2027 PJM Program Delivery Year, and Delivery Years going forward until the end of the Agreement Term unless modified in writing by the Parties, Customer agrees to participate in the following PowerPay! Program (both capacity and energy) ("Program Election"):
- a. Annual
- (2) **Performance Obligations.** NRGCS will notify Customer annually of its Expected Reduction(s) for the PowerPay! Program(s) elected above in a Registration Confirmation that will set forth the specific program parameters governing Customer's Program Election(s), however Customer's obligations shall not exceed the Maximum Performance Requirements below.
- (3) Customer agrees to notify NRGCS as soon as commercially practicable if there is any change in its use of a generator during the Program Delivery Year.

Maximum Performance Requirements	
Performance Obligation Period:	June 1st to May 31st each year
Performance Response Time:	Reduction within 30 minutes based on PJM's notification of an Event, or within 60 or 120 minutes, as applicable, if a lead time exception is granted by PJM.*
Event Availability:	Any day Jun - Oct and the following May: 10am to 10pm; Nov - April: 6am to 9pm
Maximum Calls per Period:	Unlimited
Event Duration:	Jun - Oct and the following May: up to 12 hours; Nov - April: up to 15 hours
Tests:	At least one Test per year called by PJM and/or NRGCS as provided in the Terms of Service
Expected Reduction:	See Confirmation for kW reduction level.
Baseline Methodology:	Summer Peak Load Contribution ("PLC") or Winter Peak Load Contribution ("WPLC")

*In the unlikely event that PJM exercises its authority to call an emergency event(s) that develops rapidly and without prior warning, Customer agrees to employ commercially reasonable efforts to reduce its committed load immediately upon notification from NRGCS.

PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ By checking this box, Customer indicates that it intends to run a generator to satisfy its obligation(s) under this Agreement. Customer represents that it holds all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s), and that it will operate the generator in accordance with the permits. Customer agrees to complete an NRGCS generator attestation form and, if requested, provide NRGCS copies of all permits, interconnection agreements, and supporting documents required to complete Customer's enrollment.

☐ By checking this box, Customer declares that it does not intend to run a generator to satisfy its obligation(s) under this Agreement.

Signature: _____

Print Name: _____ Title: _____ Date: _____

NRGCS Signature: _____

Print Name: _____ Title: _____ Date: _____



APPENDIX A

Use chart below if enrolling multiple accounts.

[illegible]