

DISTRICT OF COLUMBIA RESIDENTIAL AND SMALL COMMERCIAL TERMS AND CONDITIONS

This is an agreement for electric supply service between Think Energy, LLC (the “Company,” “Think,” or “we”) and you (“you” or “Customer”), for the service address or addresses set forth in your Welcome Letter. These Terms & Conditions (“Ts&Cs”), together with your Contract Summary, your voice-recorded verification of authorization or electronic enrollment, as applicable, your Welcome Letter, and any other enrollment materials, collectively describe your agreement with respect to your purchase of electric supply service from Company (“Agreement”) and constitute your contract with the Company. **PLEASE READ THESE Ts&Cs CAREFULLY.**

Purchase of Electric Supply Service:

Company is licensed by the D.C. Public Service Commission (“PSC”) to offer and supply electric generation services in the District of Columbia (Docket No. EA 11-28, Order No. 16630). As a competitive supplier of retail electricity, the Company will supply the electric generation to your local Electric Distribution Company (“EDC”), based on your usage. Your EDC then distributes or delivers the electricity to you. The Company sets the generation prices and charges that you pay. The PSC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. Company will deliver and sell, and you will buy your electricity supply service in accordance with the EDC’s electric delivery service program during the time this Agreement is in effect. The Company reserves the right to revoke its Services offer at any time prior to your acceptance of this Agreement.

TERMS AND CONDITIONS OF SERVICE

1. **Price.** You agree to pay the Price, as specified in your Contract Summary or your renewal notice (the “Price”) for combined Transmission Charges, generation, RPSs, and generation related charges (“Retail Electric Service”). Your Price will not change during the initial Term of this Agreement. The Price does not include your EDC’s charges for distribution service.
2. **Taxes.** You will be responsible for any and all taxes that apply to your electricity supply. These taxes and fees will be included on a separate line item on your billing statement.
3. **Change in Law or Regulation.** In the event that there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, regulatory body, or the regional Independent System Operator or Regional Transmission Organization, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission, storage, or capacity costs), protocols, market rules, load profiles, capacity tags, demand measures, and such change results in the Company incurring additional costs and expenses in providing the Services contemplated herein, these additional costs and expenses may, at the Company’s option,

be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules. If there is a change in law or regulation as described in this section, which impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change in law or regulation. Any such modification or assessment of pass-through charges does not require customer consent or notice to customer unless required under applicable law.

4. **Term.** The fixed-rate Term of this Agreement (the “Term”) is reflected on your Contract Summary. This Agreement will become effective, and your new Price will commence, on the date your EDC completes your enrollment with the Company. Enrollments are usually processed within three (3) business days; however, there may be a delay before the EDC completes your enrollment and you understand that the Company is not responsible for any such delays. You may receive written notification from your EDC confirming your switch to the Company. You acknowledge that the Company cannot guarantee a switch of your account by a specific date and hereby holds harmless the Company from any liability for, or arising out of, delays in the enrollment process. Your fixed-rate Retail Electric Service will continue until the meter read date of the final month of the Term, unless renewed in accordance with Paragraph 5, below. Your Renewal Term price will take effect at the end of your current fixed-rate Term or Renewal Term, as applicable.
5. **Renewal Notice and Notification of Changes.** When the Term of this Agreement is approaching expiration, we will send you advance written notice at least 45 days before the expiration date for the initial Term via email or U.S. mail. The notice will explain your renewal options, which may be under the same or different terms and conditions. The renewal notice will specify any changes to the material terms of this Agreement. Each new renewal period after the Term will be deemed a “Renewal Term.” Unless otherwise stated in your renewal notice, at the end of the initial Term, this Agreement will continue with no change to these terms of service, except the Price will change to a new fixed rate. Any applicable taxes and utility-related charges that will be passed through to you. The fixed price during a Renewal Term may be higher or lower than the fixed price you pay during the initial Term. The Company does not guarantee that you will save money as compared to the EDC’s standard offer service rate or any other supplier’s price during the initial Term or any Renewal Term. If you instead choose to cancel this Agreement at the end of the Term, you understand that you are responsible for arranging for your Retail Electric Generation Service either by selecting a new supplier or returning to the EDC’s standard offer service.
6. **Cancellation/Termination.** **You have a right to rescind your enrollment within three (3) days from the date you enrolled by contacting Think at 1-888-923-3633.** Residential Customers may terminate this Agreement for any reason at any time, with no fee or penalty, by providing written notice to Think via email or U.S. mail, or by contacting us at 1-888-923-3633. Small Commercial Customers may terminate this Agreement for any reason at any time, subject to an early termination fee of \$20 per month for each month remaining in the Term, by providing written notice to Think via email or U.S. mail, or by contacting us at 1-888-923-3633. Upon receipt of termination notice from you, we will submit a drop request to the EDC.

The Company may also terminate this Agreement under any circumstances and for any reason upon 35 days' prior written notice via email or U.S. mail, without penalty to you or the Company. Upon any termination of the Agreement, unless you have selected another competitive supplier, you will return to receiving standard service offered from your EDC. You will remain responsible for any unpaid balance of the Company's charges as of the termination date.

7. **Billing and Payment.** The Service you buy from the Company will be included in your EDC's monthly bill. The EDC will read your meter and bill for the Company's electricity supply Services and the EDC's distribution services, as well as various other charges in accordance with your EDC's tariff. You will receive a single bill for the Service supplied by the Company and the electricity delivery from the EDC at the monthly interval determined by the EDC. Your EDC may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the EDC receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your EDC's billing due date. Your EDC may offer budget, leveled, or other payment plans. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, if for any reason we need to bill you outside of the utility consolidated billing process, you agree to pay our invoice and pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. The Company reserves the right to cancel this Agreement after giving you a minimum of 35 days advance written notice should you fail to pay your bill by the due date.
8. **Renewable Energy Plan.** If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from the Company a product supported 100% by renewable energy credits (RECs). The Company will purchase and retire RECs in an amount equal to your consumption during the renewable term, which will be procured from national renewable generation sources. The Company will purchase and retire RECs to meet the D.C. RPS in accordance with applicable law. Above the required number of RECs to meet the D.C. RPS, the Company will purchase and retire RECs from national sources, which may include sources outside of D.C. and outside of the PJM region. The electricity actually delivered to your service location will not come from a specific electric generation facility.
9. **Service Outage or Emergency.** FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDC:

Pepco (877) 737-2662;
10. **Changes to Agreement.** The Company may change, modify, or amend non-price-related provisions of this Agreement by providing you with notice. The Company will notify you at least 14 days before any change takes effect. If you do not cancel your Agreement before the effective date of the change, the change will become effective and deemed accepted by you on the date stated in your notice.
11. **Customer Consent and Information Release Authorization; Credit Review.** By

choosing to accept this offer from the Company and this Agreement, you authorize the Company to obtain information from the EDC, including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to the Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and EDC bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize the Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to the Company's affiliates and business partners for marketing purposes. Your social security number, account number(s), or any other customer information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account, including all products and services provided pursuant to your Agreement. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting the Company.

12. **Dispute Procedures.** Contact the Company with any questions concerning the Ts&Cs or any electric generation supply service or product that the Company provides to you (the "Services") by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM – 8PM ET (note these hours may change); by sending a letter to the Company, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. The Company will refer all complaints and inquiries to a representative who will attempt to reach a mutually satisfactory resolution. If your complaint or inquiry is not resolved after you have called the Company, or for general information, you may contact the PSC at: Public Service Commission of the District of Columbia, Office of Consumer Services, 325 G Street, NW, Suite 800, Washington DC 20005, <https://dcpsc.org/>, 202-626-5120. You may also contact the Office of People's Counsel for assistance at Office of the People's Counsel, 1133 15th Street N.W., Suite 500, Washington, DC 20005, <http://www.opc-dc.gov/>, (202) 727-3071. You have a right to make a formal or informal complaint to the PSC, and nothing in the following Section 13 (Arbitration, Waiver of Jury Trial, and Class Action Waiver) is intended to bar that right.
13. **Arbitration, Waiver of Jury Trial, and Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN THE DISTRICT OF COLUMBIA. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT**

PURSUE ANY FURTHER ACTION IN A COURT OF LAW. 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. *Think's Arbitration and Class Action Waiver Policy Addendum, which is available and provided to you during the enrollment process is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.*

14. **Promotion Eligibility.** If you selected a Think product that is associated with a promotion, see the Promotion Terms document for details about eligibility.
15. **Warranties.** THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
16. **Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. THE COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.
17. **Force Majeure.** The Company will make commercially reasonable efforts to supply electricity, but the Company will not be responsible for supplying Service in the event of circumstances beyond its control, such as events of "Force Majeure." Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, sabotage, acts of God, pandemics, acts of governmental authority, and events beyond the Company's control occurring with respect to the EDC, PJM Interconnection LLC, or other third-party systems or assets. Customer and the Company both agree that the following shall specifically be included in the definition of "Force Majeure" under this Agreement and that the Company shall have the right to terminate or modify the Agreement without

liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a standard offer service price that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PSC approves or implements a phase-in credit for generation and/or transmission charges of the EDC or takes any other action which affects the standard offer price or otherwise does not allow the EDC to reflect the full cost to procure generation and transmission. In the event that the Choice program is terminated, you will be returned to your EDC's standard service offer.

- 18. Assignment.** You may not assign this Agreement to any other person without the express written consent of the Company or its successor in interest, as applicable. An assignment made by you without such required consent by the Company will have no effect. The Company may assign this Agreement together with all rights and obligations hereunder in accordance with applicable law, (i) to the Company's electricity supplier, or such supplier's designee, (ii) to an affiliate of the Company or to any other person or entity succeeding to all or substantially all of the Company's assets, (iii) in connection with a sale of all of the Company's equity; (iv) in connection with any financing or other financial arrangement, or (v) to another retail supplier. Consent is not required from you for the Company to assign or pledge (whether absolute, collateral, or any other assignment or pledge), nor for any grant of a security interest in, or right to payment under this Agreement, and shall be binding on you and your successors.
- 19. Forward Contract and UCC.** You and the Company acknowledge and agree that the transactions contemplated by this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code ("Bankruptcy Code"), and further acknowledge and agree that the Company is a "forward contract merchant," as that term is used in the Bankruptcy Code. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code of the District of Columbia ("UCC") shall govern this Agreement, and energy shall be deemed a "good" for purposes of the UCC.
- 20. No Waiver.** Any failure by the Company to enforce any term or condition of Customer's electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.
- 21. Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.
- 22. Survival.** All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this Agreement shall

survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and the Company's rights and the rights of others).

23. **Governing Law.** This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the District of Columbia, without regard to principles of conflicts of law.
24. **Entire Agreement.** This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and the Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and the Company or any of its agents concerning the subject matter of the Agreement.
25. **Think's Communication Policy.** By using Think's website, services or products or contacting Think, you agree to Think's Communications Policy. *Think's Communications Policy, which is available and provided to you during the enrollment process, is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of Think's Communications Policy.*
26. **Community Solar.** By signing this Agreement, you authorize Think Energy to share your information with Think's affiliate, Energywell Community Solar, LLC ("Energywell"), which may contact you to offer a subscription to a community solar program in your area.
27. **Electronic Signatures.** The parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.
28. **Written Notice.** Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail or other electronic means, as permitted by law. The decision to send written notices to you via electronic mail or other electronic means is at our sole discretion. If the e-mail address or phone number you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address or phone number to which we will send written notices. You are solely responsible for providing us with a valid e-mail address and phone number.

[Final Page to Follow]

TERMS AND CONDITIONS – FINAL PAGE

As part of the Terms & Conditions, Think confirms your electricity supply rate, the term of this rate, and your customer information, as reflected below:

Electricity Supply Rate: 100.0 cents per kWh

Term: 36 billing cycles

By signing below, you are acknowledging that you have read, understand, and agree to the terms and conditions in this Agreement, and you confirm that you are the utility account holder listed on the account for the service address identified above. Your signature below will authorize the Company to enroll your electricity account for electricity supply service:

Customer Name and Authorized Representative (if applicable)

Signed

Date

BUYER'S RIGHT TO CANCEL: If this agreement was solicited at or near your residence, and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you signed this agreement. This notice must be mailed to: Think Energy, LLC, P. O. Box 1288, Greens Farms, Connecticut 06838.