

THINK ENERGY, LLC

RESIDENTIAL AND SMALL COMMERCIAL TERMS AND CONDITIONS OF SERVICE

1. **Rate.** You agree to pay Think the Rate, as specified in your Contract Summary, Minimum Contract Terms and Conditions, or your renewal notice (the “Rate”) for combined Transmission Charges, generation, and generation related charges (“Retail Electric Service”). Your Rate will not change during the Term of this Agreement. The Service you buy from Think will be included in your EDC’s monthly bill. The EDC will read your meter and bill for electricity and distribution services, as well as various other charges.
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 (“ISO”) or Regional Transmission Organization (“RTO”), 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 Think incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at Think’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.** This Agreement will become effective, within 1-2 billing cycles after you execute this Agreement. The fixed-rate Term of this Agreement (the “Term”) is reflected on your Contract Summary. 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 hereof. If you are on a Renewal Plan (defined below), your renewal rate term will take effect following the end of your current fixed-rate term.
5. **Renewal Notice and Notification of Changes.** When the Term of this Agreement is approaching expiration, we will send you advance written notice not more than 60 and not less than 30 days before the expiration date via email or U.S. mail. You will receive a second notification not less than 30 days before the expiration date by either email or U.S. mail. The notice will describe automatic renewal terms and, as applicable, explain your other renewal options, which may be under the same or different terms and conditions. Each new renewal period after the Term will be deemed a “Renewal Plan.” If you fail to take action before completion of the Term, Think may opt to switch your account to utility default service. 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 ten (10) days after your enrollment request is accepted by your EDC by contacting Think at 1-888-923-3633 or your EDC. 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.

Think may also terminate this Agreement for any reason upon 30 days prior written notice via email or U.S. mail, without penalty to you or Think. 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 also remain responsible for any unpaid balance as of the termination date. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Think and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law.

7. **Billing and Payment.** You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other related charges or fees, plus charges by the EDC, including taxes and charges to transmit and distribute the electricity to your home from the EDC, consistent with its filed tariffs. You will receive a single bill for the Service supplied by Think and the electricity delivery from the EDC at the monthly interval determined by the EDC. All charges will be based on the EDC's data from its meter at your premises, except that your EDC may in some cases use estimated data for billing purposes, but generally speaking 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. 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 will incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Think reserves the right to change billing methods. Think reserves the right to cancel this Agreement after giving you a minimum of 30 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 Think a product supported 100% by renewable energy credits (RECs). Think will purchase and retire RECs in an amount equal to your consumption during the renewable term, which may be procured by national sources allowed by applicable law. You will receive within 14 months and annually thereafter (if this Agreement is extended) a report about the RECs that were retired on your behalf. The electricity actually delivered to your service location will not come from a specific renewable 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:

Commonwealth Edison Company: 1-800-334-7661

Ameren Illinois Company d/b/a Ameren Illinois: 1-800-755-5000

10. **Changes to Agreement.** Think may change, modify, or amend this Agreement (including the Ts&Cs) from time to time (each a "Change"). Each Change will be made by Think in the manner required by applicable law. In the event of a Change, Think will notify you by electronic mail at least 28 days before the billing cycle where the Change takes effect. Under current EDC tariffs and practices, you should have ten calendar days following receipt of this notice to inform Think or your EDC if you wish to terminate service with Think prior to the Change taking effect. Customer's continued use of Think's products and services following the Change taking effect constitutes Customer's acceptance of this Agreement (including the Ts&Cs) as so Changed. Notwithstanding anything to the contrary, Think will not modify the Rate in a Change, nor will Think impose early termination fees if you terminate because of a Change.

11. **Customer Consent and Information Release Authorization; Credit Review.** By choosing to accept this offer from Think and this Agreement, you authorize Think 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 Think 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 Think 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 Think'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 Think.

12. **Dispute Procedures.** Contact Think with any questions concerning the Ts&Cs or any electric generation service or product that Think provides to you ("Services") by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM – 8PM ET (note these hours may change); by sending a letter to Think, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. Think 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 Think and/or the EDC, you may contact the Illinois Commerce Commission Consumer Services Division for assistance toll-free at (800) 524-0795, or at <https://www.icc.illinois.gov/complaints/public-utility/type>, or by sending a letter to the Illinois Commerce Commission at: 527 East Capitol Avenue, Springfield, IL 62701. You have a right to make a formal or informal complaint to your public utility commission or any regulatory body with

authority to review your complaint, and nothing in the following Section 13 (Arbitration, Waiver of Jury Trial, and Class Action Waiver) is intended to bar that right. If a claim you have can be resolved by the Illinois Commerce Commission, and it has first been determined to be non-arbitrable by a duly-appointed arbitrator (or court of competent jurisdiction), or you have otherwise opted out of Section 13 of this Agreement, you further agree to raise any such claim exclusively before the Illinois Commerce Commission.

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 ILLINOIS. 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. **Warranties.** THINK 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.

- 15. Promotion Eligibility.** If you selected a Think product that is associated with a promotion, see the Promotion Terms document for details about eligibility.
- 16. 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.*
- 17. 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.
- 18. 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. THINK 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.
- 19. Force Majeure.** Think will make commercially reasonable efforts to supply electricity, but Think 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 Think's control occurring with respect to the EDC, PJM Interconnection LLC, or other third-party systems or assets. Customer and Think both agree that the following shall specifically be included in the definition of "Force Majeure" under this Agreement and that Think 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; (2) PJM Interconnection LLC changes its tariffs in a way that adversely impacts the cost to serve you or similarly situated customers; or (3) the PSC approves termination of the EDC's purchase of receivables program. In the event that Think is no longer allowed to meet its obligations under this Agreement (including but not limited to a determination that you or similarly situated customers are no longer allowed to use a third party like Think for your electric supply), you will be returned to your EDC's standard service offer.
- 20. Assignment.** You may not assign this Agreement to any other person without the express written consent of Think or its successor in interest, as applicable. An assignment made by you without such required consent by Think will have no effect. Think may assign this Agreement (and without notice unless required by law), together with all rights and obligations hereunder, upon 30 days prior written notice, (i) to Think's electricity

supplier, or such supplier's designee, if that entity is an Alternative Retail Electricity Supplier, (ii) to an affiliate of Think or to any other person or entity succeeding to all or substantially all of Think's assets, (iii) in connection with a sale of all of Think'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 Think 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.

21. Forward Contract and UCC. You and Think 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 Think 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 Illinois ("UCC") shall govern this Agreement, and energy shall be deemed a "good" for purposes of the UCC.

22. No Waiver. Any failure by Think 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.

23. 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.

24. 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 Think's rights and the rights of others).

25. Governing Law. This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

26. 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 Think relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Think or any of its agents concerning the subject matter of the Agreement.

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

The information below reflects the date and time of your acceptance of the Terms & Conditions:

Customer Name and Authorized Representative (if applicable)

Signed

Date