

## NEW YORK RESIDENTIAL AND SMALL COMMERCIAL RENEWABLE TERMS AND CONDITIONS

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

### **Purchase of Electric Supply Service:**

Think is authorized by the New York Public Service Commission (“PSC”) to offer and supply electric generation services in New York. As an independent energy services company (“ESCO”), Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you. Think is not affiliated with and does not represent the EDC.

**Right of Rescission – You have a right to rescind your enrollment within three (3) business days of receiving these Ts&Cs by contacting Think at 1-888-923-3633 or by sending an email to [care@thinkenergy.com](mailto:care@thinkenergy.com).**

**Rate.** You agree to pay Think the fixed amount per kilowatt hour, as specified in your Customer Disclosure Statement (the “Rate”) for the electric generation service or product that Think provides to you, including its purchase of RECs (“Service(s)”). The Rate does not include delivery service charges or any other EDC charges associated with providing your electricity service; therefore, the Rate is not the total price per kWh that you will be required to pay for electric service. Your Rate will not change during the Term of this Agreement. The Service(s) you buy from Think will be included on the monthly bill that you receive from the EDC. The EDC will continue to read your meter, bill for delivery services, as well as various other charges, and respond to emergencies.

**Taxes/Fees.** YOU WILL BE RESPONSIBLE FOR ANY AND ALL TAXES, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, GROSS

RECEIPTS TAXES AND SALES OR USE TAXES IMPOSED ON THINK AND/OR YOU BY FEDERAL, STATE, AND/OR LOCAL AUTHORITIES, THAT APPLY TO YOUR ELECTRICITY SUPPLY AND FOR ALL FEES, ASSESSMENTS, AND GOVERNMENT CHARGES RELATED TO THE SERVICE(S). THESE TAXES AND FEES WILL BE INCLUDED IN THE RATE AND/OR AS A SEPARATE LINE ITEM ON YOUR BILL. YOU ARE RESPONSIBLE FOR PAYING ANY NEW OR INCREASED TAXES IMPOSED ON US OR YOU RELATED TO THE SERVICE(S) DURING THE TERM OF THIS AGREEMENT.

**Change in Law or Regulation.** IN THE EVENT THAT THERE IS A CHANGE (INCLUDING A CHANGE IN INTERPRETATION) IN ANY 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 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, PROTOCOLS, MARKET RULES, LOAD PROFILES, CAPACITY TAGS, DEMAND MEASURES, AND SUCH CHANGE RESULTS IN THINK INCURRING ADDITIONAL COSTS AND EXPENSES IN PROVIDING THE SERVICE(S) 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. IF THERE IS A CHANGE AS DESCRIBED IN THIS SECTION THAT 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 AFTER PROVIDING YOU WITH NOTICE AT LEAST 15 DAYS BEFORE ANY SUCH CHANGE IS SCHEDULED TO BECOME EFFECTIVE AND OBTAINING YOUR CONSENT. IF YOU DO NOT PROVIDE CONSENT, THINK SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT WITH NO

#### EARLY TERMINATION FEE CHARGED TO YOU.

**Term.** This Agreement will become effective, and your Service(s) will commence, with the first meter reading after (i) acceptance of the enrollment request by Think (at its discretion and consistent with the terms of this Agreement), (ii) the processing of the enrollment by your EDC, and (iii) the end of any applicable rescission period. The term of this Agreement (the “Term”) is reflected on your Customer Disclosure Statement. Service(s) will continue until the meter read date of the final month of the Term.

**Renewal Notice and Notification of Changes.** When the Term of this Agreement is approaching expiration, we will send you advance written notice between 30 and 60 days before the expiration date via email or U.S. mail. The notice will explain your renewal options, which may be under the same or different terms and conditions (“Renewal Plan”). If you fail to take action before completion of the Term, Think will switch your account to EDC default supply service (unless you select another ESCO), and this Agreement will expire at the end of the Term.

**Customer Moves.** If you move within your EDC’s service territory, you can continue receiving service from Think by arranging for continuation at the new location of delivery service by contacting the EDC and of commodity service by contacting Think.

**Cancellation/Termination.** 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 terminate this Agreement if there is a material adverse change in the financial condition of Customer (as determined by Think at its discretion) or if Customer fails to meet its obligations under this Agreement upon 15 days prior written notice via email or U.S. mail. Think may also terminate this Agreement if your EDC disconnects your service; in such an event, your EDC will send you notice at least 15 days prior to such disconnection. If Think terminates this Agreement prior to the end of the Term, you may be required to pay an early termination fee as forth in the Customer Disclosure Statement.

Upon any termination of the Agreement, unless you have selected another ESCO, you will return to the electricity supply service offered from your EDC. You

will also remain responsible for any unpaid balance as of the termination date.

**Billing and Payment.** You will receive a single bill for the Service(s) supplied by Think and electricity delivery from your EDC at the monthly interval determined by the EDC. Your EDC may in some cases use estimated data for billing purposes. Payment is due according to your EDC’s billing due date. Your payments will be applied by the EDC in accordance with procedures adopted by the New York State Department of Public Service (“DPS”). Your EDC may offer budget, levelized, or other payment plans. 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, 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 and will provide you with at least 15 days’ advance notice if it should choose to do so. You also can request that Think change billing methods. Such request must be received at least 30 days before the requested effective date so that Think can provide notice to the EDC of your request. The EDC can deny the request to change your billing method under certain circumstances.

**Renewable Energy Plan.** Because you selected a “Renewable” or “Green” Product Plan pursuant to this Agreement, you are agreeing to purchase from Think a product supported by 100% renewable energy credits (“RECs”). Think will purchase and retire RECs in an amount equal to your consumption during the Term. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility. RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. The renewable mix provided under this Agreement will be at least 50% greater than the applicable Renewable Energy Standard (“RES”) obligation for the current year. Think will satisfy its obligations under this Agreement by: purchasing RECs from eligible renewable generators through the New York Generation Attribute Tracking System (“NYGATS”); purchasing Tier 1 RECs from New York State Energy Research and Development Authority (“NYSERDA”); procuring RECs from eligible renewable generators through bilateral contracts; entering into bundled energy and REC purchase agreements with eligible renewable generators; and/or by making Alternative Compliance Payments to NYSERDA.

**Service Outage or Emergency.** FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDC:

Central Hudson Gas & Electric Corporation: 800-527-2714

Consolidated Edison Company of New York, Inc.: 800-642-2308

New York State Electric & Gas Corporation: 800-572-1131

Niagara Mohawk Power Corporation, d/b/a National Grid: 800-867-5222

Orange and Rockland Utilities, Inc.: 877-434-4100

Rochester Gas and Electric Corporation: 800-743-1701

**Changes to Agreement.** Think may change, modify, or amend this Agreement (including the Ts&Cs) at any time (each a “Change”). Think will provide you at least 15 days advance notice of any such change and obtain your consent to the change. If you do not provide consent to the change, Think shall have the right to terminate this agreement without charging an early termination fee to you.

**Promotion Eligibility.** If you selected a Think product that is associated with a promotion, see the Promotion Terms document for details about eligibility.

**Customer Consent and Information Release Authorization.** By choosing to enroll with Think and accept 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, default service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, billing and payment information, consumption history, billing determinants, credit information, public assistance status, participation in utility low income discount programs, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under Public Service Law (“PSL”) § 32(3), and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Think to determine whether it will commence and/or continue to provide Service under this Agreement. You further authorize Think to release that information to third parties who need to use or be aware of such information in connection with Service under this Agreement, as well as to Think’s affiliates and business partners for marketing purposes. However, your social security

number, account number(s), or any other private information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account or as required by law. All authorizations provided herein will remain in effect for the Term; however, authorization may be rescinded by you any time by contacting Think with the understanding that, if the authorization to release the information necessary to provides the Service(s) will require termination of this Agreement without charging an early termination fee to you.

**Consumer Protections/Dispute Procedures.** The Service(s) provided by Think are governed by the terms and conditions of this Agreement and the PSC rules and regulations, including the Uniform Business Practices and other applicable requirements including the Home Energy Fair Practices Act. Contact Think with any questions concerning this Agreement or 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 Think, P. O. Box 1288, Greens Farms, CT 06838; or by sending an email to: [care@thinkenergy.com](mailto:care@thinkenergy.com). For after hours emergencies, please contact your local EDC at one of the numbers listed above. 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, or for general information, you may contact the DPS for assistance toll-free at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact DPS for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline). You have a right to make a formal or informal complaint to DPS, the PSC or any regulatory body with authority to review your complaint, and nothing in the Mandatory Arbitration and Class Action Waiver is intended to bar that right.

**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 NEW YORK. 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.

**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.

**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(s). TO THE FULLEST EXTENT PERMITTED BY LAW, 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 EXCEPT AS REQUIRED BY LAW. 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.

**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, and events beyond Think's control occurring with respect to the EDC, Independent System Operator, or other third-party systems or assets. In the event that residential retail electric choice is terminated, you will be returned to your EDC's default supply service.

**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.

**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.

**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, together with all rights and obligations hereunder, without notice, in connection with any financing or other financial arrangement, or, with thirty (30) days' notice, to another ESCO or other entity as authorized by the DPS. 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.

**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 New York (“UCC”) shall govern this Agreement, and energy shall be deemed a “good” for purposes of the UCC.

**No Waiver.** Any failure by a party to enforce any term or condition of this Agreement 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 or to exercise rights under this Agreement.

**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.

**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).

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

**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.

**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.

**Written Notice.** Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by you. By entering into this Agreement and providing us an email address, 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 any email address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid email address to which we will send written notices. You are solely responsible for providing us with a valid email address.



## **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**