



**THINK ENERGY, LLC
PENNSYLVANIA FIXED PRICE TERMS OF
SERVICE**

**CUSTOMER DISCLOSURE STATEMENT AND
AGREEMENT TO PURCHASE ELECTRICITY**

Think Energy, LLC ("Think") is an Electric Generation Supplier licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electricity to customers in the Commonwealth of Pennsylvania (License No. A-2011-2268361). The PUC does not regulate the prices or other charges from Think found in this Agreement. Customer understands that Think is not affiliated with or representing the Electric Distribution Company ("EDC") or the PUC.

The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill that contains the EDC's charges and Think's charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Think will supply all the electricity that the Customer needs for its home or business ("Supply Service").

Definitions - Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charges: The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. Non-Basic Charges: Not Applicable to Think.

- 1. Term of Service:** These Terms & Conditions, 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 Think ("Agreement") and constitute your contract with Think.
- 2. Agreement to Purchase Electricity:** This agreement serves as the agreement for electricity supply to be provided to you by Think. Subject to Think's acceptance of this Agreement and enrollment by your EDC you agree to become a Think customer and appoint Think as your limited agent to perform the necessary tasks associated with your supply service and fulfill the terms of this agreement. Think to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this agreement. Your electricity will be delivered to you by your EDC. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary. This Agreement is contingent upon Customer providing complete and accurate information to Think and subject to final acceptance by Think.
- 3. Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Think by phone at 1-888-923-3633 or by email at care@thinkenergy.com.
- 4. Price, Billing, and Monthly Fee:** This is a **fixed price agreement**. The fixed price that you will pay for electricity supply during the Initial Term of this Agreement is set forth on your Contract Summary. The prices will be effective starting with your first date of service with Think and will remain fixed for the Initial Term of this Agreement. The price for electricity generation supply may be higher or lower than the EDC's price in any particular month. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Think will calculate your supply charges for each

billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period. If you enrolled on a plan that includes a monthly fee in addition to your fixed rate for electricity supply, then for each billing cycle of the Initial Term, you will pay a fee equal to the amount listed on your Contract Summary. The monthly fee will appear on your monthly invoice from your EDC. This Agreement does not include your EDC's service and delivery charges.

5. Contract Length and Renewal: Think will begin providing your electricity generation beginning on the date set by your EDC. Your Agreement shall continue for the period set forth on the attached Contract Summary (the "Initial Term"). Each new renewal period after your Initial Term will be deemed a "Renewal Term". If you have a fixed duration contract that will be ending, or whenever Think wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew with a new fixed price for electricity supply, which may be higher or lower than the fixed price you pay during the Initial Term with no early termination fee. In addition to a new fixed price for electricity supply, your Renewal Term may include a new monthly not to exceed the price of the monthly fee associated with your Initial Term. THIS AGREEMENT WILL RENEW UNDER THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOUR RENEWAL TERM MAY NOT INCLUDE PRODUCT INCENTIVES ASSOCIATED WITH YOUR INITIAL TERM.

6. Renewable Energy Plan: 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. The electricity actually delivered to your service location will not come from a specific

renewable electric generation facility. Think will purchase RECs generated in the same calendar year as your electricity usage and retire them in a regional generation attribute system. Think may take up to 3 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the renewable energy content of electricity sold under this Agreement in the previous calendar year.

7. Termination by Customer: 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. There will also be no fee if you terminate this Agreement because you relocate outside of the Utility's service territory or to an area where Think charges a different price. If you terminate this Agreement, you will be returned to the EDC's default service unless you choose another retail supplier. The termination date will be determined as set forth in the EDC's tariff and applicable law. You will be obligated to pay for electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to default service, Think will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of services from Think.

8. Termination by Think: Think reserves the right to terminate this Agreement for any reason upon by providing written notice to the Customer at the address provided. Common reasons for Think to cancel this agreement would include: Non-Payment - If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move - If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for

customer non-payment, we will follow applicable rules in providing notice to you. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Think terminates this Agreement early, you will be returned to your Utility's default service unless you choose another retail supplier, without penalty.

9. Billing & Payment: Your EDC will send you a consolidated bill for each Billing Cycle that will include your EDC's distribution charges, Think's electricity supply charges, any other charges incurred in accordance with the EDC's billing and payment terms. The amount of electricity used will be measured or estimated by the EDC. Depending on the date of the meter read, your bill may be prorated. 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. You will make all payment directly to the EDC, and your payment will be due to the EDC by the date specified in the EDC bill. Any unpaid amounts may be subject to late payment charges. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations. Think reserves the right to issue you a separate bill for its charges instead of having the EDC bill for Think's charges. If Think issues you a separate bill, Think will provide instructions for payment to Think directly for its charges.

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

11. 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 to another energy supplier, energy services company or other entity authorized by the PUC. Think may assign this Agreement together with all rights and obligations hereunder, (i) to Think's electricity supplier, or such supplier's

designee, (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. After assignment, Think will have no further obligations under this Agreement.

12. Disputes: You understand that Think will attempt to resolve any disagreement or complaint you may have. Think will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

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 PENNSYLVANIA. 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. Force Majeure: Think will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of Think's reasonable control may result in interruptions of service. Think will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, labor troubles required maintenance work, inability to access the local distribution utility system, sabotage, acts of God, pandemics, changes in law, rules, or regulations or other acts of governmental authority, and events beyond Think's control occurring with respect to the EDU, 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: (i) if the default service procurement process, or other generation procurement process results in a default service price that is less than the comparable generation and transmission prices in effect as of the effective date of this Agreement, or (ii) if retail electricity choice is no longer permitted for your customer class. In the event that the Agreement is terminated, you will be returned to your EDC's default supply service. Think is not responsible for transmitting or distributing electricity.

15. Information Release: You authorize Think to obtain information from the EDC related to the account including without limitation account name, account number, billing address, service address, telephone number, service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. These authorizations will remain in effect as long as the Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Think at contact information provided. Think will maintain the confidentiality of the

customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law, and will not release the customer's private confidential information to a third party without the customer's express consent.

16. Limitations of Liabilities: 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. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

17. 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.

18. Contact Information:

Supplier Information: You may contact Think in one of the following ways: (a) call 1-

888-923-3633 Monday through Friday 8:00 a.m. to 8:00 p.m. ET (contact center hours subject to change without notice); (b) write to Think at P. O. Box 1288, Greens Farms, Connecticut 06838 (be sure to include your account number(s)). Think's website address is: www.thinkenergy.com; or (c) You may email Think at: care@thinkenergy.com.

Public Utility Commission: PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at 800-6560 or www.oca.state.pa.us.

19. Taxes: Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. Any tax levied against Think by any governmental entity that must be paid by Think, exclusive of Think's income tax or taxes levied on Think's real or personal property, shall be passed through to and paid by you. You must provide Think with any applicable exemption certificates.

20. Regulatory or Other Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. 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 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, or changes in market or commodity prices 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 by providing written notices as set forth herein and obtaining customer consent.

21. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

22. Emergency Service. Your EDC will continue to respond to emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC.

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Think have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

24. 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 from national sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility. Think will purchase RECs in the same calendar year as your electricity usage and retire them in a regional generation attribute system. Think may take up to 3 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the renewable energy content of electricity sold under this Agreement in the previous calendar year.

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. 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 Pennsylvania ("UCC") shall govern this Agreement, and energy shall be deemed a "good" for purposes of the UCC.

28. 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.

29. 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.

30. 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).

31. 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.

32. 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.

33. 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

Monthly Fee: \$

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