

THINK ENERGY, LLC RHODE ISLAND RESIDENTIAL AND SMALL COMMERCIAL 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 Contract Summary, 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 registered with the Rhode Island Division of Public Utilities and Carriers (“DPUC”) to offer and supply electric generation services in Rhode Island. As a nonregulated power producer of retail electricity supply, 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.

Right of Rescission – You have a right to rescind your enrollment, without penalty, within three (3) days of receiving your Enrollment Documentation or within three (3) business days of consenting to have Think become your service provider, whichever is later, by contacting Think at 1-888-923-3633.

Rate. YOU AGREE TO PAY THINK THE FIXED AMOUNT PER KILOWATT HOUR, AS SPECIFIED IN YOUR CONTRACT SUMMARY (THE “RATE”) FOR THE ELECTRIC GENERATION SERVICE OR PRODUCT THAT THINK PROVIDES TO YOU, INCLUDING, IF APPLICABLE, 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.. 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.

To compare the Rate to what you are currently paying, please consult the supplier services section of your most recent EDC bill. If you are receiving standard offer service from your EDC, your standard offer rate will change on April 1 or October 1, whichever date is next. If you are receiving energy supply from another nonregulated power producer, please consult your agreement with that provider to determine when your current rate expires.

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. However, as long as your enrollment was made at least seven (7) calendar days in advance of your next meter read date, this Agreement and your enrollment will become effective at that meter read. If you are receiving standard offer service from your EDC at the time of enrollment with Think, there may be a market adjustment charged or credited to you by Rhode Island Energy on your last utility bill for which you are enrolled in standard offer service. The term of this Agreement (the “Term”) is reflected on your Contract Summary. Service(s) will continue until the meter read date of the final month of the Term, unless you agree to a new contract with Think.

Renewal Notice and Notification of Changes. When the Term of this Agreement is approaching expiration, Think will send you advance written notice between 30 and 60 days before the expiration date via mail or US mail. The notice will explain your renewal options (“Renewal Notice”). If you fail to take action in response to the Renewal Notice before completion of the Term, Think will switch your account to standard offer service provided by the EDC at the end of the Term.

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. You may also

schedule that cancellation to happen on a date certain. If you do not schedule the cancellation to occur on a date certain, as long as your request to disenroll was made at least seven (7) calendar days in advance of your next meter read date, the Agreement will terminate on that meter read date. If you choose to terminate this Agreement, you understand that you are responsible for arranging to receive electric generation service from another entity either by selecting a new nonregulated power producer or returning to the EDC's standard offer service. If you choose to return to standard offer service, Think will provide you with written confirmation that it has received word of your cancellation decision and has processed the request.

THINK MAY ALSO TERMINATE THIS AGREEMENT UPON 30 DAYS PRIOR WRITTEN NOTICE VIA EMAIL OR U.S. MAIL. However, Think may not physically cut off electric service to consumers. If Think terminates the Agreement, unless you have selected another nonregulated power producer, you will return to the standard offer service provided by your EDC.

Dispute Procedures. 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, Connecticut 06838; or by sending an email to: care@thinkenergy.com. You may also refer to our website at www.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, or for general information, you may contact the DPUC for assistance at (401) 780-9700 or by sending a letter to the DPUC at: 89 Jefferson Blvd, Warwick, RI 02888. You have a right to make a formal or informal complaint to the Division or any regulatory body with authority to review your complaint, and nothing in the Arbitration, Waiver of Jury Trial, and Class Action Waiver Section below 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 RHODE ISLAND. 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.*

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.

Billing and Payment. You will receive a single bill for the Service 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. Think does not require a security deposit. 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. If you are interested in budget billing, you should contact your EDC. 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 15 days' advance notice if it should choose to do so. You also have the right to request that we bill you separately for electricity supply.

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 15 DAYS ADVANCE NOTICE OF THE CHANGE.

Air Emissions/Resource Mix/Renewable Energy Plan. Think is required to provide you with information on air emissions and resource mix of generation facilities operated by or under long-term contract with Think; however, Think does not have any such generation facilities. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, as reflected in your Contract Summary, you are agreeing to purchase from Think a product supported by 100% renewable energy credits ("RECs"). If you enroll in such a plan, Think will purchase and retire RECs in an amount equal to your consumption during the Term, which may be procured from national sources as allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

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

Rhode Island Energy: 1-855-RIE-1102

Changes to Agreement. Think may change, modify, or amend non-price-related provisions of this Agreement (including the Ts&Cs) by providing you with notice. Think will notify you at least 15 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.

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

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, 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 standard offer 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 (and without notice unless required by law), together with all rights and obligations hereunder in connection with any financing or other financial arrangement, or to another registered nonregulated power producer. 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 Rhode Island ("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 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 Rhode Island, 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 notices under this Agreement will be sent to you via the preferred method of communication that you selected at enrollment. You have the option of changing your preferred method of receiving notice by contacting Think 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.

[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: 100.0cents per kWh

Term: 36billing 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