

**THINK ENERGY, LLC**  
**DELAWARE RESIDENTIAL AND SMALL COMMERCIAL FIXED PRICE ELECTRICITY SUPPLY CONTRACT**  
**TERMS AND CONDITIONS**

**Supplier:** Think Energy, LLC  
P. O. Box 1288  
Greens Farms, CT 06838  
Phone: 1-888-923-3633  
Website: [www.thinkenergy.com](http://www.thinkenergy.com)  
Email: [care@thinkenergy.com](mailto:care@thinkenergy.com)

**Background**

This is an agreement between Think Energy, LLC (“Think”), an independent electricity generation supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electricity supply service and begin enrollment with Think (the “Agreement”). Think is licensed by the Delaware Public Service Commission as a competitive electricity (License Reference Number: 11-482). You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. Your utility’s delivery charges are not included in this contract. Think is not affiliated with and does not represent your EDC.

**1. Agreement to Sell and Purchase Energy.** 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. Subject to the terms and conditions of this Agreement, Think agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer’s requirements based upon consumption data obtained by Think from the EDC. 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 agrees 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.

**2. Right of Rescission–** Customer may cancel this Agreement at any time before midnight of the third business day after receiving or signing this contract by contacting Think by phone at 1-888-923-3633 or by email at [care@thinkenergy.com](mailto:care@thinkenergy.com). This Agreement shall not be legally binding upon Customer until the 3 business day rescission period has expired and Customer has not exercised its right to rescind this Agreement. The Rescission Period begins when the Customer signs the Contract; transmits the electronic acceptance of the Contract electronically, or when the Customer receives the Contract and Contract Summary by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Customer with sufficient first-class postage attached shall be received three (3) days after it has been properly deposited in the United States mail.

**3. Term.** Think will begin providing your electric generation supply beginning on a date set by your EDC and this Agreement shall continue for the period set forth on the attached Contract Summary (“Initial Term”).

**4. Price and Billing–** This is a fixed price agreement. Your electric supply price the Initial Term is reflected on the Final Page of these Terms and Conditions. Your Think electricity supply price may be higher or lower than the EDC’s price in any particular month, and there is no guarantee of savings. 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. 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. This Agreement does not include your EDC’s service and delivery charges.

**5. 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 PSC. 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.

**6. Cancellation and Renewal** - Think will provide you notice prior to the expiration of the initial term, which will provide options for renewing your Think service. Unless another option is chosen, this contract will automatically renew onto a new fixed price contract, the rate for which may be higher or lower than the fixed price you pay during the Initial Term. The Customer may also return to the utility for Standard Offer Supply. 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. If you cancel this Agreement you will owe us for amounts unpaid up to the date of cancellation. Please note that it may take 1-2 billing cycles for your utility to process a request to cancel this agreement or switch suppliers.

**7. Termination by Think.** Think may 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 standard offer service unless you choose another retail supplier, without penalty.

**8. Information Release Authorization** - 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. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Think or by calling Think at 1-888-923-3633. Think reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**9. Payment Provisions** - 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. Customer will make all payments for Think’s electricity supply charges to your EDC. Any unpaid amounts may be subject to late payment charges. Your EDC may request a security deposit for amounts which include supplier charges, but Think does not require its own deposit. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Delaware Public Service 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. Dispute Procedures-** In the event of a billing dispute or a disagreement involving Think’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Think by telephone or in writing, as provided below with any concerns or disputes. Think customer service will investigate customer disputes attempt to resolve the dispute with the customer. If the complaint is not resolved after contacting Think, or for general utility information, residential and business customers may contact the Delaware Public Service Commission (PSC) by phone at: 1-(800) 282-8574 or in writing at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904. Customers may also contact the Public Advocate 29 South State Street, Dover, DE 19904 (888-607-2427) for assistance. The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute’s resolution.

**11. Contact Information:**

**Supplier Information:**

Think Energy, LLC

P. O. Box 1288

Greens Farms, CT 06838

Phone: 1-888-923-3633

Website: [www.thinkenergy.com](http://www.thinkenergy.com)

Email: [care@thinkenergy.com](mailto:care@thinkenergy.com)

**Delaware Public Service Commission**  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, DE 19904  
Phone: (800)282-8574  
depssc.delaware.gov

**Division of Public Advocate**  
29 South State Street  
Dover, DE 19904  
(302) 241-2555  
1.888.607.2427 (toll-free in Delaware)  
publicadvocate.delaware.gov

**Electric Distribution Company:**  
**Delmarva Power**  
1-800-375-7117

**12. 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 DELAWARE. 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 Wavier 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.*

**13. 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 standard offer service procurement process, or other generation procurement process results in a standard offer service price that is equal to or less than the comparable generation and transmission in effect as of the effective date of this Agreement, or (ii) if retail electricity choice is longer permitted for your customer class. In the event that the Agreement is terminated, you will be returned to your EDC's standard offer service. Think is not responsible for transmitting or distributing electricity.

**14. 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.

**15. 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.

**16. 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.

**17. 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 required by applicable regulations.

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

**19. 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.

**20. 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.

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

**22. 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 Eligible Energy Resources 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.

**23. 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.**

**24. 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.

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

**26. 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.

**27. 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.

**28. 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).

**29. 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.

**30. 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

**31. 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:** 11.5 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**