THINK ENERGY
RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY CONTRACT
TERMS AND CONDITIONS

1. Agreement to Sell and Purchase Energy. This is an agreement for electric generation supply service between Think Energy, LLC ("Think" or "Think Energy" or "Company" or "we") and you ("you" or "Customer"), for the service address or addresses 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 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**.

The purpose of this Agreement is to authorize a change in your electricity supplier to Think Energy. Think Energy is licensed by the New Jersey Board of Public Utilities ("Board" or "BPU") to offer and supply electricity supply services in New Jersey. Our BPU license number is ESL-0120. Think Energy is not affiliated with and does not represent your Electric Distribution Company ("EDC"). Your EDC will continue to deliver the electricity supplied by Think Energy. The BPU regulates EDC distribution charges. You will receive a single bill from your EDC that will contain your Think Energy charges and EDC charges. Your EDC is your provider of last resort (default service).

By entering into this Agreement, you represent that you are the authorized customer of record for the electricity supply account subject to this Agreement, or you otherwise have authority to enter into this Agreement. This Agreement shall not become effective until accepted by Think Energy.

THIS AGREEMENT CONTAINS BINDING ARBITRATION, WAIVER OF JURY TRIAL, AND CLASS ACTION WAIVER PROVISIONS IN SECTION 18 THAT AFFECT YOUR RIGHTS. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

2. Your Right to Cancel/Rescind This Agreement. You have seven (7) calendar days to cancel this Agreement free of charge from the date of your EDC's change order confirmation notice by contacting your EDC. This contract for electric generation supply service will not be legally binding upon you until the seven-day confirmation period has expired, and you have not, directly or indirectly, rescinded your selection.

3. Customer Consent and Information Release Authorization; Credit Review. By choosing to accept this offer from Think and signing this Agreement, you authorize Think to obtain information from your EDC, including, but not limited to, account name, account number, billing address, service address, telephone number, historical and future electricity usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to authorize Think to obtain a credit report and investigate your (and, if applicable, signatory's) credit rating, credit history, and EDC bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Think to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Think's affiliates and business partners for marketing purposes. Your social security number, account number(s), or any other customer information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account, including all products and services provided pursuant to your Agreement. All authorizations provided herein will remain in effect for the Term and, if applicable,

the Renewal Plan of this Agreement; however, authorization may be rescinded by you at any time by contacting Think at 1-888-923-3633.

4. **Fixed Rate.** You agree to pay Think the Fixed Rate, as specified in your Contract Summary or your renewal notice (the "Rate") for your electric generation supply service. Your Fixed Rate will not change during the Term of this Agreement. The electric generation supply service you buy from Think will be included in your EDC's monthly bill. Your EDC will read your meter and bill for electricity and distribution services, as well as various other charges. Think's Fixed Rate includes estimated current total state taxes, including New Jersey Sales and Use Tax, but excludes other state and local taxes. Think's Fixed Rate does not include EDC distribution charges, which are separate amounts that you must pay your EDC. The price may be higher than your EDC's Price to Compare. Think does not guarantee that we will provide any savings for electricity as compared to what the EDC would charge. After the expiration of the Term of this Agreement, the rate will change to a different fixed rate, which may be higher or lower than the Fixed Rate you pay during the Term, if you do not respond to the Renewal Notice.

5. **Term of Agreement**. The fixed-rate Term of this Agreement (the "Term") is stated on your Contract Summary. Your fixed-rate Retail Electric Service will start upon acceptance of your enrollment by your EDC, which is typically within two (2) billing cycles, and will continue until the meter read date of the final month of the Term, unless renewed in accordance with paragraph 5 of this Agreement. If you are on a Renewal Plan (defined below), your renewal rate term will take effect on the first meter read date following the date your new renewal is processed by Think or at the end of your current fixed-rate term, whichever is later. If you do not sign up for a Renewal Plan with Think, and you do not take action to switch to another supplier or switch back to default service with your EDC, your service will automatically continue, without your affirmative consent, with Think on a new contract with a different fixed price, which may be higher or lower than the Rate you pay during the Term.

6. **Renewal Notice.** When the Term of this Agreement is approaching expiration, we will send you advance written notice at least 30 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. Each new renewal period after the Term will be deemed a "Renewal Plan." If you fail to take action before completion of the Term, Think may opt to switch your account to utility default service or continue serving you on a new contract (referred to as "Rollover Service") with no change to these terms of service, except the Rate will be a new fixed price, which may be higher or lower than the Rate you pay during the Term. If you instead choose to cancel this Agreement at the end of the Term, you understand that you are responsible for arranging for your Retail Electric Generation Service either by selecting a new supplier or returning to the EDC's standard offer service.

7. **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 also terminate this Agreement for any reason upon 30 days prior written notice via email or U.S. mail, without penalty to you or Think. Upon any termination of the Agreement, unless you have selected another competitive supplier, you will return to receiving default service offered from your EDC. You will remain responsible to Think for any unpaid balance as of the termination date. You may cancel this Agreement without penalty with forty-eight (48) hours' notice if you move within or outside the GDC's service area, if you suffer a disability that renders you unable to pay for services under this Agreement, or upon the customer of record's death. Cancellation is effective on the next meter read date that occurs after your GDC has accepted the switch of your account from Think. There is no charge for starting or stopping electric generation supply service if done within the terms of this Agreement. The delivery of electricity to you cannot be terminated or

interrupted by the EDC as a result of any dispute between Think and you but your EDC account may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. If your GDC terminates your service, this Agreement will be automatically cancelled.

8. Billing and Payment. Your EDC will send you a consolidated monthly bill showing the charges due for each preceding billing cycle, including the charges for the electric generation supply service supplied by Think and the electricity distribution from the EDC at the monthly interval determined by the EDC. 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. Your EDC may offer budget, levelized, or other payment plans, as provided by HEFPA. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Think reserves the right to change billing methods. Think reserves the right to cancel this Agreement after giving you a minimum of 30 days advance written notice if you fail to pay your bill by the due date.

9. Penalties and Fees. If you choose to terminate this Agreement prior to the end of the Term, the early termination fee described in Section 7 above will apply. Think Energy does not charge customer service charges. Failure to pay your EDC bill on a timely basis may result in late payment fees or penalties assessed by your EDC.

10. Environmental Disclosure. The BPU requires all third-party suppliers to make their environmental disclosures available to their customers. Think's environmental disclosure can be found at www.thinkenergy.com.

11. 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). Each REC represents proof that electricity was generated from an eligible renewable energy resource such as wind, solar, hydro, or biomass. Think will purchase and retire RECs in an amount equal to your electricity usage. Think will purchase RECs generated in the same calendar year as your electricity usage in order to support the development and operation of renewable energy generation, and "retire" them in a regional generation attribute system. The amount of RECs purchased will be above what Think is required to purchase to comply with New Jersey's Renewable Portfolio Standards. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

12. Changes to Agreement. Think may change, modify, or amend this Agreement (including the Ts&Cs) at any time (each a "Change"). Each Change will be made by Think in the manner required by applicable law. If Think wishes to make changes to any of the material terms of this Agreement we will send you a notice at least thirty (30) days prior to such change. If Think does not receive your affirmative consent for such change, and it is either a non-material change or a material change by operation of law, including changing the price to reflect a change in Sales and Use Tax or other state-mandated charge, the changes will take effect automatically and the revised terms and conditions of this Agreement shall continue until cancelled by either you or Think. If Think wishes to make a material change to the contract terms that is not required by operation of law, your affirmative consent would be required in order for your Agreement with Think to continue. Your rights will be explained in the change notice that Think will send to you.

13. Change in Law or Regulation. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Think is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Think will have the right to cancel this Agreement by giving 30 days notice to you as required under applicable law. 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, and such change results in Think incurring additional costs and expenses in providing the Services contemplated herein, then Think will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Think by providing you with two advance written notices, an initial notice 45-60 days before the proposed effective date, plus a notice 30 days before the proposed effective date. If you do not accept such proposed price change, Think has the right to cancel this Agreement by giving 30 days notice to you as required under applicable law.

14. Title and Taxes. Title to, control of, and risk of loss of the electricity sold under this Agreement will pass from Think to Customer when it is delivered to Customer's EDC. Each party will indemnify and hold the other party harmless from any and all claims (including claims for personal injury, death, or property damage), losses, fees, taxes, damages, suits, causes of actions and judgments of any kind arising hereunder while title and risk of loss are vested in the indemnifying party. You will be responsible for the payment of all transfer, sales or other taxes related to Think's service under this Agreement. If you are exempt from any such taxes, you are responsible for identifying and requesting such exemption from the collection of taxes by filing appropriate documentation with Think and/or your EDC, as applicable.

15. 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.***

16. Power Outages and Emergencies. In an electrical emergency or a power outage, immediately contact your EDC using the phone numbers below:

Atlantic City Electric: 1.800.833.7476
Jersey Central Power & Light: 1.888.544.4877
Rockland Electric (Orange and Rockland): 1.877.434.4100
PSE&G: 1.800.436.7734

17. Dispute Procedures. Contact Think with any questions concerning the Ts&Cs or our 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, 50 Tice Blvd., Suite 340, Woodcliff Lake, New Jersey 07677; or by sending an email to: care@thinkenergy.com. Think will refer all complaints and inquiries to a representative who will attempt to reach a mutually satisfactory resolution. If your complaint or inquiry is not resolved after you have called Think and/or the EDC, you may contact the New Jersey Board of Public Utilities Division of Consumer Affairs for assistance toll-free at (800) 624-0241, or at https://nj.gov/bpu/bpu/assistance/complaints/, or by sending a letter to the BPU at:44 South Clinton Ave, 9th floor, P.O. Box 350, Trenton, NJ, 08625-0350. You have a right to make a formal or informal complaint to the BPU or any other regulatory body with authority to review your complaint, and nothing in the following Section 18 (Arbitration, Waiver of Jury Trial, and Class Action Waiver) is intended to bar that right. Customer Service for your EDC is as follows:

Atlantic City Electric: 1-800-642-3780
Jersey Central Power & Light: 1-800-662-3115
Rockland Electric (Orange and Rockland): 1-877-434-4100
PSE&G: 1-800-436-7734

18. 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 JERSEY. 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.***

19. Net Metering. You must notify Think Energy of your solar generation and net metering equipment, if any, prior to enrollment, or after enrolled with Think Energy, you must provide at least sixty (60) days written notification to Think Energy prior to installation of net metering equipment. If you fail to provide such notice, Think Energy may adjust your supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.

20. Warranties. THINK MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SUPPLY 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.

21. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. THINK WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE,

JOINT, CONCURRENT, ACTIVE, OR PASSIVE). TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS HEREIN EXPRESSLY PROVIDED, THINK'S LIABILITY SHALL 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. All limitations of liability contained in this Agreement shall survive the termination of this Agreement.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS CUSTOMER MAY HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

22. 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, changes in laws, rules, or regulations or other acts of any governmental authority (including the BPU or FERC), accidents, acts of terrorism, strikes, labor troubles, sabotage, acts of God, requirement maintenance work, inability to access the local distribution utility system, nonperformance by the GDC, hazardous weather, power outages, pandemics, public health emergencies, and events beyond Think's control occurring with respect to the EDC, PJM Interconnection LLC, or other third-party systems or assets. If Think is unable to perform its obligations as a result of a Force Majeure event Think shall provide written notice to you of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur commercially unreasonable expense in doing so. You acknowledge that Think does not own or operate distribution systems through which electricity is delivered.

23. 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.

24. 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, (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. If this Agreement is assigned to another licensed third-party supplier, you will be notified of the transfer in writing by the acquiring third party supplier at least 30 days prior to the effective date of the customer switch to the acquiring TPS. There are no third-party beneficiaries to this Agreement.

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 PARTIES AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL

CODE SHALL APPLY TO ENERGY SOLD HEREUNDER AND IF ANY TOPIC OR MATTER ADDRESSED HEREIN IS ALSO ADDRESSED IN SUCH ARTICLE 2, THEN THIS AGREEMENT SHALL CONTROL AS TO SUCH TOPIC OR MATTER. CUSTOMER HEREBY WAIVES ANY RIGHTS IT MAY HAVE PURSUANT TO SECTION 2¬609 OF THE UCC, OR ANY OTHER SIMILAR DOCTRINE UNDER LAW OR STATUTE WHEREBY CUSTOMER MAY DEMAND ADEQUATE ASSURANCE OF PERFORMANCE FROM THINK ENERGY.

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

30. 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.

31. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. § 14:4-2.3 or as the BPU may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. § 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

[*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: 15.9 cents per kWh
Term: 5 billing cycles

I have read, understand, and agree to these terms and conditions of this Agreement, confirm that I am the customer of record or authorized to make changes to the electricity account, and voluntarily authorize Think Energy to perform the necessary tasks to complete my enrollment and initiate electric generation supply service.

Customer Name and Authorized Representative (if applicable)

Signed

Date