

Terms of Service

These Terms of Service ("Terms") form a binding, enforceable contract between you ("you," "your," or "Customer") and Think Home Solutions, LLC ("Company," "we," "our," or "us"). The Company does business as "Company" in all states except Ohio. By signing up for our service and executing your Letter of Authorization ("LOA"), you authorize us to act as your agent to enter electricity supply contracts on your behalf for the Utility Account(s) listed on the final page of your LOA. These Terms and your LOA together constitute the "Agreement."

The remainder of this document explains our service in greater detail. It is important that you read the entire document to understand what we will do, what we will not do, and your rights and responsibilities.

Definitions

"Excluded Categories" means charges and fees associated with electric service offered by your Utility for time-of-use rates for electricity supply, demand meters, or customers on demand rate classes.

"PEA" means the Purchased Electricity Adjustment applicable to Commonwealth Edison customers in Illinois.

"Personal Information" means any personally identifiable information concerning a Customer, including but not limited to the following: name, email address, phone number, billing/shipping address, and Utility service address.

"Price to Compare" means the most current default electric service rate for electric supply that applies to your Utility Account and rate class, based on publicly available information at the time that we attempt to enroll your account with Think Energy, that your Utility offers to its customers who have not chosen an energy supplier, in certain markets. If your Utility applies more than one default electric service rate to your Utility Account during a billing cycle (a "split-rate"), the Price to Compare will be the average of those rates for that billing cycle. Price to Compare does not include the PEA or any Excluded Categories.

"Supply Rate" means the price of electricity, determined on a custom basis using your unique energy consumption history and other factors, in a service offering or associated agreement(s) between you and Think Energy.

“Think Energy” means Think Energy, LLC.

“Utility” means a regulated electric distribution company from which a Customer receives delivery of electricity, or a regulated electric generation, transmission, and distribution company from which a Customer receives electricity.

“Utility Account” means your utility account, as identified on the last page of this document.

“Utility Account Information” means a Customer’s personal customer information, Utility Account number or other service delivery identifier, Utility usage information, Utility bill amounts due, service address and any other information from Customer’s Utility that may be necessary to provide the Services.

1. Agency Agreement and *AutoSave*

We are a brokerage service that may help you switch to a Supply Rate that is lower than your Utility’s Price to Compare through our *AutoSave* service. We are not a Utility, nor are we an electricity supplier. We are an affiliate of Think Energy, which is a retail energy supplier licensed to supply electricity in 13 jurisdictions, and Think+ Network, LLC.

By signing up for *AutoSave*, we will, as your agent, attempt to enroll your Utility Account with Think Energy if the Supply Rate that Think Energy is willing to offer you at a particular time is lower than your Utility’s Price to Compare. Think Energy will offer you a Supply Rate that is customized, meaning it is based on your energy usage patterns, history, and Think Energy’s own costs and margins. We will not compare your Utility’s Price to Compare to any Think Energy offers that are not customized (i.e., based on your historical usage, energy consumption patterns, and Think Energy’s own costs and margins).

You acknowledge that we will, at our discretion and in accordance with these Terms, enroll you for a Supply Rate associated with a term length that could be month-to-month or longer. If Think Energy does not offer you a Supply Rate lower than your Utility’s Price to Compare, then we will not enroll your Utility Account with Think Energy. Similarly, if we enroll your Utility Account with Think Energy, and, at a later date, your Utility’s Price to Compare is scheduled to be less than your existing Supply Rate, then, provided that Think Energy does not offer you a rate less than the future rate of your Utility’s Price to Compare, we will facilitate the switch of your Utility Account back to your Utility’s Price to Compare on the earliest date that you could take advantage of the future Price to Compare offered by your Utility.

Switching between your Utility's Price to Compare and a Supply Rate that Think Energy can offer you at a particular time will happen as often as pricing dynamics and circumstances may change. However, you understand and acknowledge that **We do not guarantee that Think Energy will ever offer you a customized Supply Price that is less than your Utility's Price to Compare, and, consequently, that we may never switch your service to Think Energy. Similarly, through AutoSave, we do not guarantee savings if you enroll for our service because we do not guarantee that Think Energy will offer you a Supply Rate lower than your Utility's Price to Compare. Finally, we do not guarantee savings if your electric service is associated with any Excluded Categories.**

If we successfully enroll your Utility Account with Think Energy, then this enrollment will result in a change in the provider of your electric generation supply, and you will have the opportunity to rescind your enrollment with Think Energy. Details of any applicable rescission periods may be sent to you by your Utility, including the methods available to rescind, and your Terms of Service with Think Energy will contain details on how to rescind your enrollment.

We will notify you via email before we make any changes to your Utility Account or Supply Rate. You will receive any notifications about potential changes to your Supplier Rate to the email address we have on file for your account.

Before we attempt to enroll your Utility Account with Think Energy, you will have the opportunity to rescind your enrollment with Think Energy, as detailed Think Energy's Terms of Service.

There is no direct cost to you for our service, and you may cancel at any time by calling 844-976-5005 or emailing Care@ThinkHomeSolutions.com. Our AutoSave service and Agency Services may not be available to every Customer, in every jurisdiction, or at all times, and we reserve the right to offer AutoSave at our sole discretion.

(a) Your Consent for Us to Act as Your Agent

You authorize Company to identify and solicit electric supply prices from Think Energy on your behalf as your agent, whether directly or through a third-party entity, technology, or digital tool. You further authorize Company to act as your agent with the power to express interest in a Supply Rate offered by Think Energy. **You grant Company your explicit, informed, and affirmative consent to act as your agent when**

attempting to initiate service and enroll you in a Supply Rate with Think Energy, or when attempting to switch you to the Price to Compare, pursuant to the terms above, whether directly or otherwise, and you authorize Company to grant your explicit, informed, and affirmative consent to Think Energy on your behalf. You understand and agree that until you cancel your service with Company, and so long as any specified conditions are satisfied, any such attempt by Company to enroll and initiate service for your Utility Account may occur automatically without your additional consent.

In addition to the authorizations granted above and to the extent permitted by applicable law, you expressly authorize Company to modify or cancel your enrollment with Think Energy, either at your request or at the discretion of Company. This includes the authority for Company to act on your behalf in all matters related to the modification or cancellation of such enrollments, including but not limited to, negotiating terms, executing amendments or termination agreements, and fulfilling any necessary procedural or regulatory requirements. You understand and agree that Company may exercise this authority based on its assessment of changes in market conditions, Supplier terms, or other relevant factors. In instances where we make modifications or cancellations, we will notify you of such changes as soon as reasonably practicable at the most current email address, phone number (via voicemail or SMS), or mailing address that you have provided to us. Your continued use of our services following any modification or cancellation shall constitute your acceptance of such changes.

By enrolling in our Supplier Brokerage and agency Services, **you expressly authorize Company to sign contracts with Think Energy on your behalf. You authorize Company to act as your agent in signing such contracts or agreements, and you agree that such contracts or agreements will have the same legal effect as if you had signed them yourself.**

Finally, you also authorize Company to generate an LOA to effectuate these terms pursuant to any applicable regulatory requirements, and you explicitly authorize Company to act as your agent in signing such LOA(s) on your behalf. Such LOA(s) will be made available to you upon your request, and you agree they will have the same legal effect as if you had signed them yourself. You agree that Company may sign contracts or agreements with Think Energy that are associated with Supplier Rates on your behalf with the signature “[USER FIRST NAME LAST NAME] BY THINK HOME SOLUTIONS, LLC (LOA)” or similar language. To the extent permitted by applicable law, you also authorize Company to receive all Think Energy notices related to Think Energy’s service and expressly assign your rights to any such notices to Company. You will continue to receive notices from Think Energy. To request a copy of your LOA(s), please contact Care@ThinkHomeSolutions.com.

(b) Your Consent for Company to Share Your Information

You agree that Company may share your Utility Account Information with Think Energy, Think+ Network, LLC, Independent Energy Advisors (“EA”) of Think+ Network, LLC (only if your enrollment with Company was referred by an EA and to the EA who is credited with your referral), others as needed, and in conformity with our Privacy Policy, to accomplish contract solicitation, offer generation, execution, enrollment, and services post-execution. You further agree that your Utility or Think Energy may share any information it has about you, including your historical energy consumption data, with Company to accomplish contract solicitation, price determinations, execution, enrollment, and services post-execution. As part of this process, you understand and agree that Think Energy may obtain your historical usage information from your Utility and use your historical usage information, along with other factors, such as its own costs and margins, to determine your Supply Rate (or proposed Supply Rate). Company may show these Terms to Utilities, Think Energy, Think+ Network, LLC, or other authorized parties as required or authorized by law.

(c) Switching to Other Retail Energy Suppliers and Termination Fees

While on *AutoSave*, you should not enroll your Utility Account with a retail energy supplier. If you enroll your Utility Account with a retail energy supplier while *AutoSave* remains active, you acknowledge and accept the risk that (1) we may enroll your Utility Account with Think Energy at a Supply Rate that is HIGHER than the rate you selected from a different retail energy supplier, and (2) you may be liable for an early termination fee from your retail energy supplier if Company enrolls your Utility Account with Think Energy.

Similarly, if you are enrolled with a retail energy supplier and are considering enrolling for *AutoSave*, you should verify that you do not have an early termination fee with your current retail energy supplier. If you enroll your Utility Account for *AutoSave* while receiving service with a retail energy supplier, you acknowledge and accept the risk that (1) we may enroll your Utility Account with Think Energy at a Supply Rate that is higher than the rate you have with your existing retail energy supplier, and (2) that you may be liable for an early termination fee from your existing retail energy supply if Company, through *AutoSave*, enrolls your Utility Account with Think Energy.

WE DO NOT guarantee savings versus the rates offered by retail energy suppliers. If you sign up for *AutoSave* and are served by a retail electricity supplier other than Think Energy, we cannot determine how much you pay (i.e., rate per kilowatt-hour or any other charges) for your electric supply service, which means we cannot compare how much you pay for your electricity supply service to any offer made by Think Energy. Similarly, if you are enrolled for service with Think Energy after signing up for *AutoSave*, we do not

guarantee that Think Energy's rate will be the lowest rate in the market (i.e., the lowest rate among all publicly available offers, including rates made by other electricity suppliers). Therefore, we do not guarantee savings versus the rates offered by retail energy suppliers.

WE WILL NOT REIMBURSE YOU FOR ANY EARLY TERMINATION FEE(S) YOU MAY RECEIVE FROM A RETAIL ENERGY SUPPLIER YOU IF SIGN UP FOR AUTOSAVE AND YOUR UTILITY ACCOUNT IS SWITCHED FROM YOUR PREVIOUS RETAIL ENERGY SUPPLIER TO THINK ENERGY.

(d) Compensation, Fees

Company does not charge any fees for our services to you. Company may receive compensation for the services it provides to you. You consent to this material benefit from a third-party. You understand that any contract Company enters into as your agent is for your supply charges and that other Utility rates and fees will still apply.

(e) Monitoring of Your Supply Rates

If Company switches your Utility Account, we will monitor your Supply Rates by comparing your Supply Rates versus the Price to Compare you would have received from your Utility had we not switched your Utility Account to Think Energy. If we determine that you were charged a Supply Rate that was higher than the Price to Compare that you would have received from your Utility had we not switched your Utility Account to Think Energy, then we will reimburse you for the difference between the charges resulting from your Supply Rate and the charges that would have resulted from your Utility's Price to Compare had Company not switched your Utility Account to Think Energy.

If we determine that you are entitled to reimbursement, you understand and agree that we will reimburse you through a method of its choosing, such as causing Think Energy to place bill credits on your Utility bill (if applicable), electronically by sending you a cash gift card via email, or by sending you a check through the mail.

If you believe that you received a rate from Think Energy that is higher than your Utility's Price to Compare, you agree that you shall contact us immediately, inform us of your concerns, and, if necessary, provide us copies of recent utility invoices so that we can investigate, and, if necessary, reimburse you.

You agree and acknowledge that Company has up to 120 days from the date that it determines that you are entitled to a reimbursement to provide you with such reimbursement, as contemplated under this section.

You acknowledge that your Utility may adjust or modify its published default electric service rate for electricity supply after the date that we attempt to enroll your Utility Account with Think Energy. **ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE WE DOES NOT GUARANTEE SAVINGS VERSUS ANY UTILITY-MADE ADJUSTMENTS OR MODIFICATIONS TO ITS PUBLISHED PRICE TO COMPARE FOR ELECTRICITY SUPPLY THAT OCCUR AFTER COMPANY HAS ATTEMPTED TO ENROLL YOUR UTILITY ACCOUNT WITH THINK ENERGY.**

Finally, you acknowledge that it may take 1 to 2 billing cycles to drop Utility Account back to your Utility's Price to Compare service. Therefore, you understand and agree that if Think Energy does not provide pricing information to us in a rapid-enough timeframe, then we may not be able cause Think Energy to drop your Utility Account before your Utility's Price to Compare changes to a rate less than the Supply Rate you receive from Think Energy. If this situation occurs, you acknowledge that you may be eligible to receive reimbursement in accordance with this Section of the Terms.

(f) Your Consent to Release Interval Electric Usage Data to Think Energy

For all customers outside of Illinois: You acknowledge that Think Energy, from time to time, may offer to you, via Company, 'enhanced' electricity supply plans that require you to share electric usage interval data with Think Energy (e.g., a smart thermostat demand response plan). Electric usage interval data is detailed information about how much electricity you use, recorded at regular time intervals (e.g., 15 minutes, 30 minutes, hourly, etc.). **You agree, to the fullest extent permitted by law, that Company may authorize your utility company to release your electric usage interval data to Think Energy on your behalf, so that Think Energy may serve you under the terms of an 'enhanced' electricity supply plan.**

2. Disclosure of Relationship Between Think Energy, Think+ Network, and Company

Company, Think+ Network, LLC (henceforth, "Think+ Network") and Think Energy are affiliated companies. As described above, we will not switch your Utility Account to Think Energy unless the conditions described above are satisfied. However, we will cause the return of your Utility Account to your Utility's Price to Compare if we determine, in our sole discretion, that Think Energy cannot continue to serve your Utility Account at a Supply Rate less than your Utility's Price to Compare.

You acknowledge and agree that Think+ Network and its independent contractors—EAs—may receive compensation for successfully referring you to Company. Company may compensate Think+ Network, and, in turn, Think+ Network may compensate EAs.

(a) Think Energy's Offers Through Third Parties

From time to time, Think Energy may offer retail electricity products to the public that are priced less than your Utility's Price to Compare. These products may appear on websites belonging to or operated by third parties. Although you are free to enroll for these Think Energy products, you understand that we will not compare your Utility's Price to Compare to these products, nor will we enroll your Utility Account with Think Energy for these products because these products are not customized for you (i.e., based on your historical usage, energy consumption patterns, and Think Energy's own costs and margins).

(b) Current Think Energy Customers who Enroll for AutoSave

Existing customers of Think Energy are permitted to sign up for our service. However, if you are an existing customer of Think Energy and you enroll with us, you understand and agree that we will not begin soliciting offers from Think Energy and comparing those offers to your Utility's PTC until the earlier of (a) 30 days before the end of your existing term with Think Energy, or (b) the effective date of your termination of Think Energy's services if you choose to cancel your existing term with Think Energy prior to the anticipated end date of your term. If you would like AutoSave to start before the expiration of your current term with Think Energy, please contact us by calling 844-976-5005 or by emailing us at Care@ThinkHomeSolutions.com.

3. Termination of this Agreement

You may terminate this Agreement at any time for any reason. If you terminate this Agreement, we will cancel your service with Think Energy, if applicable. Likewise, if you terminate your service with Think Energy while Think Energy is your supplier, including by switching to a different retail energy supplier, we will cancel this Agreement and its associated services through AutoSave. You can terminate this Agreement by calling 844-976-5005 or by emailing us at Care@ThinkHomeSolutions.com.

You acknowledge that Company may cancel this Agreement at any time for any reason. We will provide you with notice prior cancelling its services under this Agreement.

4. Relationship with Utility and Suppliers

We do not supply, transmit, or distribute electricity and is not affiliated or endorsed by any Utility, Independent System Operator, advocacy group, or governmental or regulatory body. By using our services, you acknowledge and agree that Company is acting only as an agent and is not a party to any transaction between you and your Utility or Think Energy. Accordingly, Company assumes no responsibility and will have no liability of any kind whatsoever in respect to your dealings with your Utility or Think Energy including with regards to electric delivery, payments, notices, and the proper and

timely delivery of goods or services by your Utility or Think Energy. Company in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by your Utility or Think Energy. Statements and opinions of your Utility or Think Energy are not representative of Company or its business partners.

These Terms do not alter any liability or obligations that may exist between you, Think Energy, or, if applicable, a retail energy supplier you selected on your own. You agree that your relationship with any supplier—Think Energy or otherwise—is governed solely by the rate and associated agreement(s) with such supplier.

5. Utility and/or Supplier Account Information

You authorize us to retrieve, store, and use, on your behalf as your agent, your Utility Account Information to provide our services. By submitting your Utility Account Information to us, you certify and confirm that you are entitled to disclose this Utility Account Information and that you are an authorized user of your Utility Account. We make no effort to review your Utility Account Information for accuracy.

6. Actions We May Take

If we have reason to believe that you have breached this Agreement, we may take various actions to protect Company, Think Energy, a third party, or you from fees, costs, expenses, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- We may terminate this Agreement;
- We may close, suspend, or limit your access to your account with us or the Services;
- We may update inaccurate information you provided us;
- We may refuse to provide the services to you in the future;
- We may take legal action against you.

Company, in its sole discretion, reserves the right to terminate access to its services for any reason and at any time upon notice to you.

If we close your account or terminate your use of the services for any reason, we will provide you with notice of our actions.

You authorize us, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your mail address or financial instruments, and verifying your information against third party databases or through other sources. If you cannot verify your identity, Company reserves the right to terminate this Agreement and deny you use of the Services.

7. Privacy Policy, Communications Policy, and Website Terms & Conditions

Your use of our services is governed by the Privacy Policy, Communications Policy and Website Terms & Conditions that are available on Think Energy's website (www.ThinkEnergy.com) (collectively, the "Policies"). The Policies are incorporated into these Terms by reference. By enrolling with us, you indicate that you understand and consent to the collection, use, and disclosure of your information as described in our Privacy Policy. You further agree that you are licensing your Utility Account Information to us for the purpose of providing the services. We may use and store the content in accordance with these Terms and the Policies.

8. Notices

By providing us with your email address and phone number, you agree to receive all required notices electronically, to that email address, or through live calls, texts, and/or robocalls to your phone number. It is your responsibility to update or change that address and phone number, as appropriate. Email notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the email or through a link to the appropriate page on our website, accessible through any standard, commercially available Internet browser.

9. Compliance with Applicable Laws

When you access or use our services, you are required to comply with all applicable laws and any other conditions or restrictions in any written or online notice from us (including these Terms). As a condition of your access to and use of our services, you agree that you will not use our services for any purpose that is unlawful or prohibited by these Terms. Our services are offered for your personal and non-commercial use only, and we do not grant you any express or implied rights to access or use our services for any other purpose.

10. 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 THE JURISDICTION IN WHICH YOUR UTILITY ACCOUNT, AS IDENTIFIED IN YOUR LOA, IS LOCATED. 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. Company'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.

11. Force Majeure

You acknowledge and agree that certain causes and events out of our reasonable control may frustrate or prevent us from providing these services. We will not be liable for any 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, sabotage, acts of God, pandemics, epidemics, civil strife or unrest, changes in law, rules, extra-terrestrial alien incursions, or regulations or other acts of governmental authority, and events beyond Think's control occurring with respect to the Utility, your Independent System Operator, other third-party systems or assets, or any other events or circumstances not within the reasonable control of the affected party, whether similar to dissimilar to any of the foregoing. Customer and Company both agree that the following shall specifically be included in the definition of "Force Majeure" under this Agreement and that we shall have the right to terminate or modify the Agreement without liability if retail electricity choice is no longer permitted for your customer class. If the Agreement is terminated, you will be returned to your EDC's default supply service, if applicable. Company is not responsible for transmitting, supplying, or distributing electricity.

12. Limitation of Liability

YOU EXPRESSLY AGREE THAT COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS, DAMAGES FOR LOSS OF GOOD WILL, USE, DATA, INTANGIBLE ASSETS, OR OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above are subject to applicable law and may not apply to you.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION (as defined in the Privacy Policy).

13. Disclaimer of Warranties

YOUR USE OF OUR AUTOSAVE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Company expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Company makes no warranty that (i) our services will meet your requirements, (ii) our services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of our services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through our services will meet your expectations.

14. Contacting Company

You may contact us in one of the following ways: (a) call 1-844-976-5005 Monday through Friday 8:00 a.m. to 8:00 p.m. ET (contact center hours subject to change without notice); (b) write to us at P. O. Box 1288, Greens Farms, Connecticut 06838, or (c) email us at: Care@ThinkHomeSolutions.com When contacting us, you should specify that you are an AutoSave customer.

15. Miscellaneous

(a) No Waiver

Any failure by Company to enforce any term or condition of this Agreement or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of this Agreement or to exercise rights under this Agreement.

(b) Assignment

You may not assign this Agreement to any other person without the express written consent of Company or its successor in interest, as applicable. An assignment made by you without such required consent by Company will have no effect. Company may assign this Agreement, together with all rights and obligations hereunder, without notice, in connection with any financing or other financial arrangement, or, with notice, to another entity, in our sole discretion, capable of providing the services contemplated by this Agreement, as permitted by law. Consent is not required from you for Company 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.

(c) Choice in Law

This Agreement shall be construed under and shall be governed by the laws of the state or jurisdiction in which the Customer's Utility Account is located without regard to the application of its conflicts of law principles.

(d) Parties Bound

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

(e) 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, judicial body, or the regional Independent System Operator or Regional Transmission 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 market rules which impacts any term, condition, or provision of this Agreement, 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.

Company may change, modify, amend, or terminate this Agreement at any time during this Agreement by providing you with notice. IF WE MAKE ANY CHANGES TO THIS AGREEMENT, WE WILL PROVIDE YOU WITH AT LEAST 10 DAYS' ADVANCED NOTICE OF

THE EFFECTIVE DATE OF THE CHANGE. IF WE MAKE A PROPOSED CHANGE TO THIS AGREEMENT, BUT CONTINUE TO SERVE YOU, AND YOU WISH REJECT ANY PROPOSED CHANGE, YOU MUST INFORM COMPANY, OTHERWISE THE CHANGE WILL GO INTO EFFECT. IF YOU REJECT THE PROPOSED CHANGE, COMPANY WILL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMINATION PROVISIONS OF THIS AGREEMENT WITHOUT FURTHER LIABILITY OR OBLIGATION. IF COMPANY TERMINATES THIS SERVICE, THINK ENERGY MAY CONTINUE TO OPERATE AS YOUR ELECTRICITY SUPPLIER (IF APPLICABLE).

(f) 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.

(g) 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 our rights and the rights of others).

(h) 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, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company or any of its agents concerning the subject matter of the Agreement.

(i) 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.

16. For Illinois Customers

Utility Rules and Switching: According to ComEd's Retail Electric Supplier Handbook, if a Mass Market customer cancels service with their retail electricity and returns to ComEd's default service for electricity supply, the Mass Market customer cannot return to their previous supplier for a period of six monthly bill periods. This means that if Company switches your Utility Account to Think Energy and later drops your Utility Account back to ComEd for electric supply service then, following this your Utility Account's return to ComEd's electric supply service, Company may be unable to switch your Utility Account back to Think Energy for at least six monthly bill periods.

Interval Data: If Company identifies or receives an offer from Think Energy that requires you to share your electric usage interval data so that you may take advantage of Think Energy's offer, you acknowledge will need to sign a separate agreement with Think Energy releasing your electric usage interval data and that your failure to sign this agreement may result in Company being unable to switch you to Think Energy's offer.

17. For Ohio Customers

THS provides electric brokerage and agency services in Ohio. See Section 1 of the Terms for more detail on the Services we provide and those that are still provided by your Utility and Supplier.

This Agreement is not available and would be void for any Customer who registers with THS and the Customer is currently approved or becomes approved for the percentage of income payment plan (PIPP) or arrearage crediting program.

You have a right to request from your supplier, twice within a twelve-month period, up to twenty-four months of your payment history without charge.

You can reach us at:

- P.O. Box 1288 Greens Farms, CT 06838
- 844-976-5005 (Monday-Friday 9-5 EST)
- www.ThinkEnergy.com
- Care@ThinkHomeSolutions.com

If you have any complaints about your service, please contact us at Care@ThinkHomeSolutions.com. If you have complaints about your service or contract with THS, please contact us directly. If you have any complaints about your Think Energy contract or service, please contact Think Energy directly. If you have any complaints about your utility service, please contact your Utility directly. If your complaint is not

resolved after you have called THS and/or Think Energy and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

This Agreement will remain in effect until canceled by you or THS.

THS is your energy broker and agent only. The Utility or Think Energy, if applicable, is still responsible for billing you for the electric distribution services and the electricity they provide to you.

THS does not collect your social security number. We are prohibited from disclosing account number(s) without your consent except for our own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, governmental aggregations, or assigning a customer contract to another provider. By agreeing to these terms you agree to the following statement:

I realize that under the rules and regulations of the public utilities commission of Ohio, I may refuse to allow THS to release the information set forth above, including my name, account number, and service address to the Supplier. By providing my electronic signature, I freely give my Utility permission to release the information designated above.

If you do not agree to these terms, we cannot provide you with the services made available through *AutoSave*.

If you enroll with a Supplier, your Utility may charge a switching fee. If you switch back to your local electric utility you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

The failure to pay electric utility charges may result in you being disconnected in accordance with the electric utility tariff.

18. For Pennsylvania Customers

Company is licensed to operate in the Commonwealth of Pennsylvania by the Pennsylvania Public Utility Commission (A-2025-3055675). 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) 684-6560 or at www.oca.state.pa.us.

[SIGNATURE PAGE TO FOLLOW]



TERMS AND CONDITIONS – SIGNATURE PAGE

The information below reflects the date and time of your acceptance of the Terms.

{signername}

Customer Name and Authorized Representative (if applicable)

{signature}

Signed

{date}

Date

[LOA PAGE TO FOLLOW]



Letter of Authorization

{signername}

{date}

To whom it may concern,

I, {signername}, authorize Think Home Solutions, LLC ("Company"), which does business as "Think+" in all states except Ohio, to exercise agency authority to enter electricity supply contracts on my behalf for the utility account(s) listed below in Exhibit 1. I acknowledge and understand that all capitalized terms used in this Letter of Authorization have the same meaning as in Company's Terms of Service ("Terms of Service"), to which I have already agreed, unless expressly defined otherwise herein.

- **Ability to Solicit:** I authorize Company to solicit electric supply prices from suppliers on my behalf. Furthermore, Company has permission to express interest in a supplier's offer(s) on my behalf.
- **Initiation, Modification, and Cancellation of Enrollment:** I grant Company my explicit, informed, and affirmative consent to initiate service and enroll me in a rate with a supplier, such as Think Energy, to the extent consistent with the Terms of Service. This includes the authority to modify or cancel any enrollment at my request or at Company's discretion. I understand and agree that if certain specified conditions are satisfied, any enrollment, initiation, modification, or cancellation of service may occur automatically without my additional consent.
- **Sharing of Information:** I agree that Company may share my Utility Account Information and other information shared by me or otherwise accessed through publicly available sources with suppliers, supply brokerage platforms, or other relevant parties in line with Company's Terms of Service and Privacy Policy, to facilitate contract solicitation, price determinations, execution, enrollment, and post-execution services. I further consent to my utility or Think Energy sharing information they possess about me with Company for the aforementioned purposes.
- **Proof of Agreement:** Company may present this Letter of Authorization to utilities, suppliers, or other authorized parties as required or authorized by law.

By signing this Letter of Authorization, I authorize, understand, and acknowledge the following:

- (1) I voluntarily authorize Company to enter a supply contract on my behalf.
- (2) I acknowledge that Company will, and grant Company the authority to, enter into a supply contract with Think Energy on my behalf.
- (3) I have received Company's Terms of Service to enter into supply contracts on my behalf.
- (4) I understand that, if Company enters into a supply contract on my behalf, I will no longer receive the electric assistance program (EAP) discount on the supply portion of my bill

(5) I understand that, if Company enters into a supply contract on my behalf, I will receive the supplier's terms and conditions from the supplier and I will have a specified rescission period, as specified in the supplier's terms and conditions, to rescind the contract.

This Letter of Authorization will remain in effect unless and until it is revoked by me in writing.

Sincerely,

{signature}

Signed: {signername}

Date: {date}

Location: {ip_address}

[EXHIBIT 1 PAGE TO FOLLOW]



EXHIBIT 1

Service Address: {service_address}

Utility: {tdsp_name}

Account Number: {meter_identifier}