



Think Energy, LLC
107 John Street
Southport, Connecticut 06890
www.ThinkEnergy.com

Via Electronic Mail & Overnight Delivery

October 20, 2023

New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

RE: Docket No. DM 20-163 - Think Energy Renewal Registration to Provide Competitive Electric Power Service

To Staff of the New Hampshire Department of Energy:

Pursuant to New Hampshire Administrative Rule Puc 2003.02(a), Think Energy, LLC (the "Company") hereby provides its 2023 Triennial CEPS license renewal application. Please contact me with any questions about this filing.

Sincerely,

Shane Puskar

Shane Puskar
SPuskar@Energywell.com
Senior Regulatory Analyst
107 John Street
Southport, CT 06890
www.thinkenergy.com

Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Department of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	
	Telephone Number	
	E-Mail Address	
	Website Address	
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	
	<hr/>	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	Email Address	
	<hr/>	
	Name	
Title		
Business Mailing Address		
Telephone Number		
E-Mail Address		

1. "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.

Affiliates and Subsidiaries	
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.
	Name of Entity
	Business Address
Telephone Number	
Provide a description of the business purpose of the entity.	
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NH DOE or the NHPUC.	

2. "Affiliate" means any of the following:
- a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
 - b) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
 - c) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.

Customer Service Department Contact		
Puc 2006.01(f)	Name	
	Title	
	Toll-Free Telephone Number (if available)	
	Telephone Number	
	E-Mail Address	

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Department of Energy Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the N. H. Secretary of State by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.

Customer Complaints	
Puc 2006.01(o)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0

See Exhibit 5

Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	

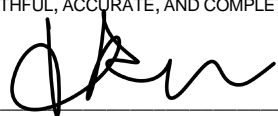
Sample Bill Form	
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.

Residential and Small Commercial Customer Contracts	
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."
If the response to the question above is "Yes," then provide the following item as a separate attachment:	
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.

File Financial Security Instrument	
Refer to Puc 2003.03 for the financial security requirements.	
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.
File the original, executed financial security instrument with the Department of Energy. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)	
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy.
Note that there is no fee for a renewal application.	

Expected Marketing Start Date	
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.
N/A _____ Date	

Attestation and Signature	
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p>  <p>_____ Signature of the applicant or its authorized representative</p> <p>Name: Jonathan Rubenstein</p> <p>Title: General Counsel and Corporate Secretary</p>
_10/19/23_____ Date	

Filing Instructions	
<p>1) Mail an original and two paper copies of this form and all separate attachments to: New Department of Energy, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: registrations@energy.nh.gov</p>	

Exhibit 1

Names and Contact Information of Think Energy's Principals (2006.01(d)):

The following individuals are the Principals of Think Energy, LLC:

- Michael Fallquist:
 - Title: Chief Executive Officer
 - Business Mailing Address: P.O. Box 1288, Greens Farms, CT 06838
 - Telephone Number: 888-923-3633
 - Email Address: Mike@energywell.com
- Christian McArthur:
 - Title: President and Chief Operating Officer
 - Business Mailing Address: P.O. Box 1288, Greens Farms, CT 06838
 - Telephone Number: 888-923-3633
 - Email Address: Christian@energywell.com
- Roop Bhullar:
 - Title: Chief Financial Officer
 - Business Mailing Address: P.O. Box 1288, Greens Farms, CT 06838
 - Telephone Number: 888-923-3633
 - Email Address: Roop@energywell.com
- Jonathan Rubenstein:
 - Title: General Counsel and Corporate Secretary
 - Business Mailing Address: P.O. Box 1288, Greens Farms, CT 06838
 - Telephone Number: 888-923-3633
 - Email Address: JR@energywell.com

Exhibit 2 – Puc 2006.01(h)

https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=512207

NEW HAMPSHIRE DEPARTMENT OF STATE

SECRETARY OF STATE
David M. Scanlan

[Back to Home](#)

Business Information

Business Details

Business Name: THINK ENERGY, LLC	Business ID: 697674
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 09/16/2013	Name in State of Formation: THINK ENERGY, LLC
Date of Formation in Jurisdiction: 09/16/2013	Mailing Address: PO Box 1288, Greens Farms, CT, 06838, USA
Principal Office Address: 132 Old Post Road, Southport, CT, 06890, USA	Last Annual Report Year: 2023
Citizenship / State of Formation: Foreign/Delaware	Next Report Year: 2024
Duration: Perpetual	Phone #: 713-636-1981
Business Email: ct-statecommunications@wolterskluwer.com	Fiscal Year End Date: NONE
Notification Email: ct-statecommunications@wolterskluwer.com	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Sale of retail energy.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Michael Fallquist / Chief Executive Officer	132 Old Post Road, Southport, CT, 06890, USA
Christian McArthur / Other Officer	132 Old Post Road, Southport, CT, 06890, USA
Jonathan Rubenstein / Other Officer	132 Old Post Road, Southport, CT, 06890, USA
Roop Bhullar / Chief Financial Officer	132 Old Post Road, Southport, CT, 06890, USA

Page 1 of 1, records 1 to 4 of 4

Exhibit 3

Evidence of ISO-NE participant status (2006.01(j)):

The screenshot shows the ISO-NE Participant Directory page for customer ID 127816. The page includes a search bar, navigation menu, and a table of customer details.

URL: <https://www.iso-ne.com/participate/participant-asset-listings/directory?id=127816&type=customer>

ISO new england

CALENDAR LIBRARY CAREERS CONTACT U

About Us Participate Committees and Groups System Planning Markets and Op

Participate > Participant and Asset Listings

Participant Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each participant's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the participant is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- [Download a CSV file of the Participant Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

Company Details: Think Energy, LLC

1360 Post Oak Blvd
Suite 400
Houston, TX 77056

▲ Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
127816	Supplier	Participant	Market Participant		Y

Exhibit 4

Relevant EDI Certificates (2006.01(k)):

[see below].

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

COPY

Certificate of Completion

is hereby granted to:

Think Energy

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 11/19/15

Aaron Downing

Aaron Downing

Eversource Supplier Services



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: GDF Suez Retail Energy Solutions dba Think Energy
Represented by: Brett Goldman

Issued by: Unitil Energy Systems
Represented by: Lisa S. Glover, Energy Analyst

Date: 11/16/15

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Think Energy. As of 11/12/15, Unitil Energy Systems does hereby declare Think Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Think Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Think Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

Signature

11/16/15

Date

Lisa S. Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com



Liberty UtilitiesSM

COMPLETION OF EDI TESTING

This is to certify that on August 9th, 2019
ENGIE Retail, LLC d/b/a Think Energy
completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053

Exhibit 5

Customer complaint data* (2006.01(o)):

Think Complaint Totals**										
Row Labels	CT	IL	MA	MD	ME	NH	OH	PA	TX	Grand Total
Billing	2		3	1	1	1		14	3	25
Customer Service	4		1	1		1	1		1	9
D2D - Rollover Rate		1								1
D2D - Unauthorized Enrollment		3								3
Disconnection									2	2
Misc								1		1
Slamming	1	3		2	2		6	15		29
Solar	1									1
Switch-hold									1	1
Transactions	17	2	1		2					22
Grand Total	25	9	5	4	5	2	7	30	7	94

*COMPLAINT DATA IS FROM OCTOBER 29, 2021 THROUGH OCTOBER 20, 2023.

**AS OF NOVEMBER 2022, THINK ENERGY DOES NOT CONDUCT BUSINESS IN TEXAS AS A RETAIL ELECTRICITY PROVIDER.



Think Energy, LLC
107 John Street
Southport, Connecticut 06890
www.ThinkEnergy.com

Exhibit 6

Residential and Small Commercial Contracts (2006.01(w)):

[see below].

**THINK ENERGY, LLC
DISCLOSURE SUMMARY**

You have purchased an electric supply product from Think Energy, LLC (“Think”). Think is licensed by the New Hampshire Public Utilities Commission (“PUC”) to offer and supply electric generation services in New Hampshire (PUC Docket No. DM 15-490). As a competitive supplier of retail electricity supply, Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you.

Product Name	Fixed Price. 100% Renewable
Length of the Agreement	Once your EDC confirms your enrollment, the price reflected below will remain fixed for {term_months} months.
Fixed Per kWh Price	You will pay a fixed rate of {commodity_rate_cents} cents per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local taxes, transmission and distribution charges, and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price, and the utility will bill for these costs.
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
You Will Pay	{commodity_rate_cents} cents per kWh for electricity supply at 500 kWh {commodity_rate_cents} cents per kWh for electricity supply at 1,000 kWh {commodity_rate_cents} cents per kWh for electricity supply at 1,500 kWh
Environmental Characteristics	You are agreeing to purchase from Think a product supported by 100% renewable energy credits (“RECs”). Think will purchase and retire RECs in an amount equal to your consumption during the Initial Term or Renewal Term, which may be procured from national sources as allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.
Early Termination Fee	None
Late Payment Fee	None

Renewal Terms	When the Initial Term or any Renewal Term of this Agreement is approaching expiration, we will send you advance written notice between 45 and 60 days before the expiration date via email or U.S. mail as designated by you as your preferred method of communication. The notice will explain your renewal options, which may be under the same or different terms and conditions (“Renewal Plan”). If you fail to take action at least three (3) business days before completion of the Initial Term or any Renewal Term, Think will either switch your account to EDC default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as “Rollover Service”) with no change to these TOS, <i>except</i> the Rate will be a monthly variable rate set by Think that reflects, among other things, the market rate of electricity supply, Think’s costs and margin, taxes and Independent System Operator charges.
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (“EAP”) will no longer receive the EAP discount on the energy supply portion of their bill.

NEW HAMPSHIRE RESIDENTIAL AND SMALL COMMERCIAL TERMS OF SERVICE

This is an agreement for electric supply service between Think Energy, LLC (“Think” or “Think Energy” or “Company” or “we” or “us”) and you (“Customer” or “you” or “your”) (Think and Customer together, the “Parties”), for the service address(es) set forth in your welcome letter. These Terms of Service (“TOS”), together with your Disclosure Summary, your voice-recorded verification of authorization or electronic enrollment, as applicable, your welcome letter, and any other enrollment materials (collectively, “Enrollment Documentation”), collectively describe your agreement with respect to your purchase of electric supply service from Think (“Agreement”) and constitute your contract with Think. **PLEASE READ THESE TOS CAREFULLY.**

Purchase of Electric Supply Service:

Think is registered with the New Hampshire Public Utilities Commission (“PUC”) to offer and supply electric generation services in New Hampshire. As a competitive electric power supplier of retail electricity, Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you.

Right of Rescission – You have a right to rescind your enrollment within five (5) business days from the date that you receive these TOS if delivered electronically or within six (6) business days from the postmark date on the envelope accompanying these TOS if sent via first class mail by contacting Think at 1-888-923-3633.

Rate. You agree to pay Think amount per kilowatt hour reflected on the Final Page of this TOS (the “Rate”) for the electric generation service or product that Think provides to you, including, if applicable, its purchase of RECs

(“Service(s)”). The Rate does not include and you will be billed by your EDC for charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes associated with providing your electricity service; therefore, the Rate is not the total price per kWh that you will be required to pay for electric service. Your Rate will not change during the Initial Term of this Agreement. The Service(s) you buy from Think will be included on the monthly bill that you receive from the EDC. The EDC will continue to read your meter, bill for delivery services, as well as various other charges, and respond to emergencies.

Taxes/Fees. You will be responsible for any and all taxes, which may include, but shall not be limited to, gross receipts taxes and sales or use taxes imposed on Think and/or you by federal, state, and/or local authorities, that apply to your electricity supply and for all fees, assessments, and government charges related to the Service(s). These taxes and fees will be included in the Rate and/or as a separate line item on your bill. You are responsible for paying any new or increased taxes imposed on us or you related to the Service(s) during the Initial Term or any Renewal Term of this Agreement.

Change in Law or Regulation. In the event that there is a change (including a change in interpretation) in any law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, regulatory body, or the regional Independent System Operator, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols, market rules, load profiles, capacity tags, demand

measures, and such change results in Think incurring additional costs and expenses in providing the Service(s) contemplated herein, these additional costs and expenses may, at Think's option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law. If there is a change as described in this section that impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change. Think will provide you with 10 days' advance notice of any such change.

Term. This Agreement will become effective, and your Service(s) will commence, with the first meter reading after (i) acceptance of the enrollment request by Think (at its discretion and consistent with the terms of this Agreement), (ii) the processing of the enrollment by your EDC, and (iii) the end of any applicable rescission period. The initial term of this Agreement is reflected on the Final Page of this TOS (the "Initial Term"). Service(s) will continue until the meter read date of the final month of the Initial Term, unless renewed. If you are on a Renewal Plan (defined below), your renewal 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 term, whichever is later, and will continue until the meter read date of the final month of the renewal term ("Renewal Term").

Renewal Notice and Notification of Changes. When the Initial Term or any Renewal Term of this Agreement is approaching expiration, we will send you advance written notice between 45 and 60 days before the expiration date via email or U.S. mail as designated by you as your preferred method of communication. The notice will explain your renewal options, which may be under the same or different terms and conditions ("Renewal Plan"). If you fail to take action at least three (3) business days before

completion of the Initial Term or any Renewal Term, Think will either switch your account to EDC default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as "Rollover Service") with no change to these TOS, *except* the Rate will be a monthly variable rate set by Think that reflects, among other things, the market rate of electricity supply, Think's costs and margin, taxes and Independent System Operator charges. If you instead choose to cancel this Agreement at the end of the Initial Term or any Renewal Term, you understand that you are responsible for arranging to receive electric generation service from another entity by selecting a new supplier or you will be returned to the EDC's default electricity supply service.

Cancellation/Termination. You 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 or, without notice to Think, by contracting with a new competitive electric power supplier for electricity supply, contracting with an aggregator granted agency authority, or contacting the EDC to select utility default service.

If you fail to meet any of the material terms and conditions of this Agreement, Think may terminate this Agreement upon 10 business days' prior written notice, via email or U.S. mail as designated by you as your preferred method of communication, stating the reason(s) for the termination.

Upon any termination of the Agreement, unless you have selected another competitive electric power supplier, you will return to the default electricity supply service offered from your EDC. You will also remain responsible for any unpaid balance as of the termination date.

Billing and Payment. You will receive a single bill for the Service supplied by Think

and electricity delivery from your EDC at the monthly interval determined by the EDC. Your EDC may in some cases use estimated data for billing purposes. Payment is due according to your EDC's billing due date. Your EDC may offer budget, levelized, or other payment plans. Think does not require a security deposit. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Think reserves the right to change billing methods and will provide you with 10 days' advance notice if it should choose to do so. If you are having trouble paying your bills, there are programs available that may be able to help, including the Electric Assistance Program and Neighbor Helping Neighbor. To find out more, you can contact one of the following community action agencies:

Community Action Program,
Belknap/Merrimack Counties (www.bm-cap.org)

Rockingham Community Action
(www.rcaction.org)

Southern New Hampshire Services
(Hillsborough County) (www.snhs.org)

Southwestern Community Services (Cheshire
and Sullivan Counties) (www.scshehelps.org)

Community Action Partnership of Strafford
County (www.straffordcap.org)

Tri-County Community Action (Coos, Carroll
and Grafton Counties) (www.tccap.org)

In addition, you may be able to get help through
other programs managed by the New
Hampshire [Department of Health and Human](#)

[Services](https://www.dhhs.nh.gov/) (<https://www.dhhs.nh.gov/>), your
EDC, your city or town, local churches and the
Salvation Army.

Renewable Energy Plan. If you select a
"Renewable" or "Green" Product Plan
pursuant to this Agreement, as reflected in your
Disclosure Summary, you are agreeing to
purchase from Think a product supported by
100% renewable energy credits ("RECs"). If
you enroll in such a plan, Think will purchase
and retire RECs in an amount equal to your
consumption during the Initial Term or
Renewal Term, which may be procured from
national sources as allowed by applicable law.
The electricity actually delivered to your
service location will not come from a specific
renewable electric generation facility.

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

Eversource Energy: (800) 662-7764

Liberty Utilities: (855) 349-9455

Unitil Energy Systems: (888-301-7700;

New Hampshire Electric Cooperative: (800)
343-6432

Changes to Agreement. Think may change,
modify, or amend this Agreement (including
the TOS) by providing you with notice. Think
will notify you at least 10 days before any
change takes effect. If you do not cancel your
Agreement before the effective date of the
change stated in the notice, the change will
become effective and deemed accepted by you
on the date stated in your notice.

Cash Back. If, as determined at the end of the
Term, the total amount you paid to Think over
the entire Term is greater than the total amount
you would have paid to your EDC if you were
on that EDC's default service for the entire
Term, you may be entitled to Cash Back ("Cash

Back”). The Cash Back calculation will be the difference between the total amount you paid to Think over the entire Term and the total amount you would have paid to your EDC were you on that EDC’s default service, up to a maximum of \$25 per year of the Term. In order to be eligible for Cash Back, you must complete the entire Term without interruption and contact Think, in writing, within ninety (90) days after the completion of the Term, at P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. All Cash Back payments may be made on or after the last date of your Term. Cash Back applies only to the initial Term and not any Renewal Plans, Renewal Terms, or Rollover Terms.

Customer Consent and Information Release Authorization; Credit Review. By choosing to enroll with Think and accept this Agreement, you affirmatively consent to the EDC sharing information with Think, including, but not limited to, account name, account number, billing address, service address, telephone number, default service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information (including information about your participation in budget billing or extended payment arrangements). You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Think obtaining a credit report and investigating 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 Service under this Agreement, as well as to Think’s affiliates and business partners for marketing purposes. However, your social security

number, account number(s), or any other personal information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account or as required by law.¹ All authorizations provided herein will remain in effect for the Initial Term and, if applicable, any Renewal Term; however, authorization may be rescinded by you any time by contacting Think with the understanding that, if the authorization to release the information necessary to provide the Service(s) will require termination of this Agreement.

Dispute Procedures. Contact Think with any questions concerning this Agreement or the Services by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM – 8PM ET (note these hours may change); by sending a letter to Think, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. 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, if you have questions about your rights and responsibilities, or for general information, you may contact the the Consumer Services Division of the New Hampshire Department of Energy for assistance toll-free at (800) 852-3793, or at consumerservices@energy.nh.gov, or by sending a letter to: Consumer Services Division New Hampshire Department of Energy 21 South Fruit Street, Suite 10 Concord NH 03301-2429. You have a right to make a formal or informal complaint to the PUC or any regulatory body with authority to review your complaint. Nothing in the Arbitration, Waiver of Jury Trial, and Class Action Waiver Section below is intended to bar your right to make a complaint or request mediation.

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 HAMPSHIRE. 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.*

Warranties. THINK MAKES NO EXPRESS REPRESENTATION OR WARRANTIES WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE EXCEPT WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE.

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(s). TO THE FULLEST EXTENT PERMITTED BY LAW, 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 FULLEST EXTENT PERMITTED BY LAW, 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.

Force Majeure. Think will make commercially reasonable efforts to supply electricity, but Think will not be responsible for supplying Service in the event of circumstances beyond its control, such as events of "Force Majeure." Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, sabotage, acts of God, pandemics, acts of governmental authority, and events beyond Think's control occurring with respect to the EDC, Independent System Operator, or other

third-party systems or assets. In the event that residential retail electric choice is terminated, you will be returned to your EDC's default supply service.

Communication Policy. By using Think's website, services or products or contacting Think, you agree to Think's Communications Policy. *Think's Communications Policy, which is available and provided to you during the enrollment process, is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of Think's Communications Policy.*

Community Solar. By signing this Agreement, you authorize Think Energy to share your information with Think's affiliate, Energywell Community Solar, LLC ("Energywell"), which may contact you to offer a subscription to a community solar program in your area.

Assignment. You may not assign this Agreement to any other person without the express written consent of Think or its successor in interest, as applicable. An assignment made by you without such required consent by Think will have no effect. Think may assign this Agreement, together with all rights and obligations hereunder, without notice, in connection with any financing or other financial arrangement, or, with notice, to another registered retail competitive electric power 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.

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

No Waiver. Any failure by a Party to enforce any term or condition of or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of or to exercise rights under this Agreement.

Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

Survival. All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the Parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Think's rights and the rights of others).

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

Entire Agreement. This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Think relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Think or any of its agents concerning the subject matter of the Agreement.

Electronic Signatures. The Parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.

Written Notice. Written notices under this Agreement will be sent to you via the preferred method of communication that you selected at enrollment. If you chose to receive written notices via electronic mail and any email address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid email address to which we will send written notices. You are solely responsible for providing us with a valid email address, otherwise notices will be sent by U.S. Mail.

[Final Page to Follow]

TERMS OF SERVICE – FINAL PAGE

As part of the Terms of Service, Think confirms your electricity supply rate, the term of this rate, and your customer information, as reflected below:

Electricity Supply Rate: {commodity_rate_cents} cents per kWh

Term: {term_months} billing cycles

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

{signername}

Customer Name and Authorized Representative (if applicable)

{signature}

Signed

{date}

Date

THINK ENERGY, LLC WRITTEN AUTHORIZATION

This document is required by New Hampshire Law to authorize a change in your Competitive Electric Power Supplier (CEPS).

By electronically signing this Written Authorization, you authorize your local utility, ("Utility") to change your CEPS to Think Energy, LLC ("Think") for your residential or commercial account. The account information and customer information you provided in the enrollment request is correct.

Think Energy will provide electric service to you in accordance with the Terms of Service Documents that contain the terms, conditions, nature and rates of service to be provided, including the rates for service, which you acknowledge have been separately provided to you by Think Energy.

You confirm that you have the chance to review your current CEPS contract and/or contact your current CEPS to learn if any early termination fees are applicable.

Electronic acceptance of this Written Authorization in the enrollment process is a legally binding signed acknowledgement of this Written Authorization as of the date of acceptance.

Signed,

You, the Customer: {fullname}

Address: {service_address}

Date: {date}

**THINK ENERGY, LLC
DISCLOSURE SUMMARY**

You have purchased an electric supply product from Think Energy, LLC (“Think”). Think is licensed by the New Hampshire Public Utilities Commission (“PUC”) to offer and supply electric generation services in New Hampshire (PUC Docket No. DM 15-490). As a competitive supplier of retail electricity supply, Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you.

Product Name	Fixed Price. 100% Renewable
Length of the Agreement	Once your EDC confirms your enrollment, the price reflected below will remain fixed for {term_months} months.
Fixed Per kWh Price	You will pay a fixed rate of {commodity_rate_cents} cents per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local taxes, transmission and distribution charges, and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price, and the utility will bill for these costs.
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
You Will Pay	{commodity_rate_cents} cents per kWh for electricity supply at 500 kWh {commodity_rate_cents} cents per kWh for electricity supply at 1,000 kWh {commodity_rate_cents} cents per kWh for electricity supply at 1,500 kWh
Environmental Characteristics	You are agreeing to purchase from Think a product supported by 100% renewable energy credits (“RECs”). Think will purchase and retire RECs in an amount equal to your consumption during the Initial Term or Renewal Term, which may be procured from national sources as allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.
Early Termination Fee	None
Late Payment Fee	None

Renewal Terms	When the Initial Term or any Renewal Term of this Agreement is approaching expiration, we will send you advance written notice between 45 and 60 days before the expiration date via email or U.S. mail as designated by you as your preferred method of communication. The notice will explain your renewal options, which may be under the same or different terms and conditions (“Renewal Plan”). If you fail to take action at least three (3) business days before completion of the Initial Term or any Renewal Term, Think will either switch your account to EDC default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as “Rollover Service”) with no change to these TOS, <i>except</i> the Rate will be a monthly variable rate set by Think that reflects, among other things, the market rate of electricity supply, Think’s costs and margin, taxes and Independent System Operator charges.
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (“EAP”) will no longer receive the EAP discount on the energy supply portion of their bill.

NEW HAMPSHIRE SMALL COMMERCIAL TERMS OF SERVICE

This is an agreement for electric supply service between Think Energy, LLC (“Think” or “Think Energy” or “Company” or “we” or “us”) and you (“Customer” or “you” or “your”) (Think and Customer together, the “Parties”), for the service address(es) set forth in your welcome letter. These Terms of Service (“TOS”), together with your Disclosure Summary, your voice-recorded verification of authorization or electronic enrollment, as applicable, your welcome letter, and any other enrollment materials (collectively, “Enrollment Documentation”), collectively describe your agreement with respect to your purchase of electric supply service from Think (“Agreement”) and constitute your contract with Think. **PLEASE READ THESE TOS CAREFULLY.**

Purchase of Electric Supply Service:

Think is registered with the New Hampshire Public Utilities Commission (“PUC”) to offer and supply electric generation services in New Hampshire. As a competitive electric power supplier of retail electricity, Think will supply the electric generation to your local Electric Distribution Utility Company (“EDC”), based on your usage. Your EDC will then deliver the electricity to you.

Right of Rescission – You have a right to rescind your enrollment within five (5) business days from the date that you receive these TOS if delivered electronically or within six (6) business days from the postmark date on the envelope accompanying these TOS if sent via first class mail by contacting Think at 1-888-923-3633.

Rate. You agree to pay Think amount per kilowatt hour reflected on the Final Page of this TOS (the “Rate”) for the electric generation service or product that Think provides to you, including, if applicable, its purchase of RECs (“Service(s)"). You acknowledge that Think is

offering You the Rate as a small commercial customer, which is one that meets the availability criteria to take service under a non-residential utility tariff, and has a normal maximum demand threshold of less than 20 kilowatts. The Rate does not include and you will be billed by your EDC for charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes associated with providing your electricity service; therefore, the Rate is not the total price per kWh that you will be required to pay for electric service. Your Rate will not change during the Initial Term of this Agreement. The Service(s) you buy from Think will be included on the monthly bill that you receive from the EDC. The EDC will continue to read your meter, bill for delivery services, as well as various other charges, and respond to emergencies.

Taxes/Fees. You will be responsible for any and all taxes, which may include, but shall not be limited to, gross receipts taxes and sales or use taxes imposed on Think and/or you by federal, state, and/or local authorities, that apply to your electricity supply and for all fees, assessments, and government charges related to the Service(s). These taxes and fees will be included in the Rate and/or as a separate line item on your bill. You are responsible for paying any new or increased taxes imposed on us or you related to the Service(s) during the Initial Term or any Renewal Term of this Agreement.

Change in Law or Regulation. In the event that there is a change (including a change in interpretation) in any law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, regulatory body, or the regional Independent System Operator, or in the event any of the foregoing which is existing

as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols, market rules, load profiles, capacity tags, demand measures, and such change results in Think incurring additional costs and expenses in providing the Service(s) contemplated herein, these additional costs and expenses may, at Think's option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law. If there is a change as described in this section that impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change. Think will provide you with 10 days' advance notice of any such change.

Term. This Agreement will become effective, and your Service(s) will commence, with the first meter reading after (i) acceptance of the enrollment request by Think (at its discretion and consistent with the terms of this Agreement), (ii) the processing of the enrollment by your EDC, and (iii) the end of any applicable rescission period. The initial term of this Agreement is reflected on the Final Page of this TOS (the "Initial Term"). Service(s) will continue until the meter read date of the final month of the Initial Term, unless renewed. If you are on a Renewal Plan (defined below), your renewal 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 term, whichever is later, and will continue until the meter read date of the final month of the renewal term ("Renewal Term").

Renewal Notice and Notification of Changes. When the Initial Term or any Renewal Term of this Agreement is approaching expiration, we will send you advance written notice between 45 and 60 days before the expiration date via email or U.S. mail as designated by you as your preferred method of communication. The

notice will explain your renewal options, which may be under the same or different terms and conditions ("Renewal Plan"). If you fail to take action at least three (3) business days before completion of the Initial Term or any Renewal Term, Think will either switch your account to EDC default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as "Rollover Service") with no change to these TOS, *except* the Rate will be a monthly variable rate set by Think that reflects, among other things, the market rate of electricity supply, Think's costs and margin, taxes and Independent System Operator charges. If you instead choose to cancel this Agreement at the end of the Initial Term or any Renewal Term, you understand that you are responsible for arranging to receive electric generation service from another entity by selecting a new supplier or you will be returned to the EDC's default electricity supply service.

Cancellation/Termination. You 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 or, without notice to Think, by contracting with a new competitive electric power supplier for electricity supply, contracting with an aggregator granted agency authority, or contacting the EDC to select utility default service.

If you fail to meet any of the material terms and conditions of this Agreement, Think may terminate this Agreement upon 10 business days' prior written notice, via email or U.S. mail as designated by you as your preferred method of communication, stating the reason(s) for the termination.

Upon any termination of the Agreement, unless you have selected another competitive electric power supplier, you will return to the default electricity supply service offered from your EDC. You will also remain responsible for any

unpaid balance as of the termination date.

Billing and Payment. You will receive a single bill for the Service supplied by Think and electricity delivery from your EDC at the monthly interval determined by the EDC. Your EDC may in some cases use estimated data for billing purposes. Payment is due according to your EDC's billing due date. Your EDC may offer budget, levelized, or other payment plans. Think does not require a security deposit. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the EDC's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Think reserves the right to change billing methods and will provide you with 10 days' advance notice if it should choose to do so. If you are having trouble paying your bills, there are programs available that may be able to help, including the Electric Assistance Program and Neighbor Helping Neighbor. To find out more, you can contact one of the following community action agencies:

Community Action Program,
Belknap/Merrimack Counties (www.bm-cap.org)

Rockingham Community Action
(www.rcaction.org)

Southern New Hampshire Services
(Hillsborough County) (www.snhs.org)

Southwestern Community Services (Cheshire
and Sullivan Counties) (www.scshelps.org)

Community Action Partnership of Strafford
County (www.straffordcap.org)

Tri-County Community Action (Coos, Carroll
and Grafton Counties) (www.tccap.org)

In addition, you may be able to get help through other programs managed by the New Hampshire [Department of Health and Human Services](https://www.dhhs.nh.gov/) (<https://www.dhhs.nh.gov/>), your EDC, your city or town, local churches and the Salvation Army.

Renewable Energy Plan. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, as reflected in your Disclosure Summary, you are agreeing to purchase from Think a product supported by 100% renewable energy credits ("RECs"). If you enroll in such a plan, Think will purchase and retire RECs in an amount equal to your consumption during the Initial Term or Renewal Term, which may be procured from national sources as allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

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

Eversource Energy: (800) 662-7764

Liberty Utilities: (855) 349-9455

Unitil Energy Systems: (888-301-7700;

New Hampshire Electric Cooperative: (800)
343-6432

Changes to Agreement. Think may change, modify, or amend this Agreement (including the TOS) by providing you with notice. Think will notify you at least 10 days before any change takes effect. If you do not cancel your Agreement before the effective date of the change stated in the notice, the change will become effective and deemed accepted by you on the date stated in your notice.

Cash Back. If, as determined at the end of the Term, the total amount you paid to Think over the entire Term is greater than the total amount

you would have paid to your EDC if you were on that EDC's default service for the entire Term, you may be entitled to Cash Back ("Cash Back"). The Cash Back calculation will be the difference between the total amount you paid to Think over the entire Term and the total amount you would have paid to your EDC were you on that EDC's default service, up to a maximum of \$25 per year of the Term. In order to be eligible for Cash Back, you must complete the entire Term without interruption and contact Think, in writing, within ninety (90) days after the completion of the Term, at P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. All Cash Back payments may be made on or after the last date of your Term. Cash Back applies only to the initial Term and not any Renewal Plans, Renewal Terms, or Rollover Terms.

Customer Consent and Information Release Authorization; Credit Review. By choosing to enroll with Think and accept this Agreement, you affirmatively consent to the EDC sharing information with Think, including, but not limited to, account name, account number, billing address, service address, telephone number, default service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information (including information about your participation in budget billing or extended payment arrangements). You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Think obtaining a credit report and investigating 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 Service

under this Agreement, as well as to Think's affiliates and business partners for marketing purposes. However, your social security number, account number(s), or any other personal information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account or as required by law.¹ All authorizations provided herein will remain in effect for the Initial Term and, if applicable, any Renewal Term; however, authorization may be rescinded by you any time by contacting Think with the understanding that, if the authorization to release the information necessary to provide the Service(s) will require termination of this Agreement.

Dispute Procedures. Contact Think with any questions concerning this Agreement or the Services by calling 1-888-923-3633 (toll-free), Monday - Friday 8AM – 8PM ET (note these hours may change); by sending a letter to Think, P. O. Box 1288, Greens Farms, Connecticut 06838; or by sending an email to: care@thinkenergy.com. 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, if you have questions about your rights and responsibilities, or for general information, you may contact the the Consumer Services Division of the New Hampshire Department of Energy for assistance toll-free at (800) 852-3793, or at consumerservices@energy.nh.gov, or by sending a letter to: Consumer Services Division New Hampshire Department of Energy 21 South Fruit Street, Suite 10 Concord NH 03301-2429. You have a right to make a formal or informal complaint to the PUC or any regulatory body with authority to review your complaint. Nothing in the Arbitration, Waiver of Jury Trial, and Class

Action Waiver Section below is intended to bar your right to make a complaint or request mediation.

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 HAMPSHIRE. 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.

Warranties. THINK MAKES NO EXPRESS REPRESENTATION OR WARRANTIES WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING OUT OF ANY

COURSE OF DEALING OR USAGE OF TRADE EXCEPT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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(s). TO THE FULLEST EXTENT PERMITTED BY LAW, 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 FULLEST EXTENT PERMITTED BY LAW, 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.

Force Majeure. Think will make commercially reasonable efforts to supply electricity, but Think will not be responsible for supplying Service in the event of circumstances beyond its control, such as events of "Force Majeure." Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, sabotage, acts of God, pandemics, acts

of governmental authority, and events beyond Think's control occurring with respect to the EDC, Independent System Operator, or other third-party systems or assets. In the event that small commercial retail electric choice is terminated, you will be returned to your EDC's default supply service.

Communication Policy. By using Think's website, services or products or contacting Think, you agree to Think's Communications Policy. *Think's Communications Policy, which is available and provided to you during the enrollment process, is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of Think's Communications Policy.*

Community Solar. By signing this Agreement, you authorize Think Energy to share your information with Think's affiliate, Energywell Community Solar, LLC ("Energywell"), which may contact you to offer a subscription to a community solar program in your area.

Assignment. You may not assign this Agreement to any other person without the express written consent of Think or its successor in interest, as applicable. An assignment made by you without such required consent by Think will have no effect. Think may assign this Agreement, together with all rights and obligations hereunder, without notice, in connection with any financing or other financial arrangement, or, with notice, to another registered retail competitive electric power 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.

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

No Waiver. Any failure by a Party to enforce any term or condition of or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of or to exercise rights under this Agreement.

Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

Survival. All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the Parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Think's rights and the rights of others).

Governing Law. This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the

State of New Hampshire, without regard to principles of conflicts of law.

Entire Agreement. This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Think relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Think or any of its agents concerning the subject matter of the Agreement.

Electronic Signatures. The Parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.

Written Notice. Written notices under this Agreement will be sent to you via the preferred method of communication that you selected at enrollment. If you chose to receive written notices via electronic mail and any email address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid email address to which we will send written notices. You are solely responsible for providing us with a valid email address, otherwise notices will be sent by U.S. Mail.

[Final Page to Follow]

TERMS OF SERVICE – FINAL PAGE

As part of the Terms of Service, Think confirms your electricity supply rate, the term of this rate, and your customer information, as reflected below:

Electricity Supply Rate: {commodity_rate_cents} cents per kWh

Term: {term_months} billing cycles

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

{signername}

Customer Name and Authorized Representative (if applicable)

{signature}

Signed

{date}

Date

THINK ENERGY, LLC WRITTEN AUTHORIZATION

This document is required by New Hampshire Law to authorize a change in your Competitive Electric Power Supplier (CEPS).

By electronically signing this Written Authorization, you authorize your local utility, ("Utility") to change your CEPS to Think Energy, LLC ("Think") for your residential or commercial account. The account information and customer information you provided in the enrollment request is correct.

Think Energy will provide electric service to you in accordance with the Terms of Service Documents that contain the terms, conditions, nature and rates of service to be provided, including the rates for service, which you acknowledge have been separately provided to you by Think Energy.

You confirm that you have the chance to review your current CEPS contract and/or contact your current CEPS to learn if any early termination fees are applicable.

Electronic acceptance of this Written Authorization in the enrollment process is a legally binding signed acknowledgement of this Written Authorization as of the date of acceptance.

Signed,

You, the Customer: {fullname}

Address: {service_address}

Date: {date}



Think Energy, LLC
107 John Street
Southport, Connecticut 06890
www.ThinkEnergy.com

Exhibit 7

Financial Security Instrument (2003.01(b)(2)):

[see below].

License or Permit Bond

Bond Number: **TIC03057-A**

KNOW ALL MEN BY THESE PRESENTS, That we, **Think Energy, LLC**, as Principal, and **American Alternative Insurance Corporation** a **DE** Corporation, and authorized to do business in **New Hampshire** as Surety are held and firmly bound to **Public Utility Commission, State of New Hampshire** as Obligee, in the sum of **Five Hundred Thousand and no/100 (\$500,000.00)** for which sum, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has made application to be granted a license or permit to do business to operate as an electric supplier pursuant to New Hampshire Public Utility Commission rules and regulations as defined in PUC 2003.03.

NOW, THEREFORE, if the said Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the obligee from all loss or damage with it may sustain or for which it may become liable on account of the issuance of said License or Permit to the Principal, then this obligation to be void; otherwise to remain in full force and effect.

The effective date of this bond shall be **November 3, 2022** and shall be continuous until cancelled as herein stated. This bond may not be cancelled prior to November 3, 2023 unless Surety receives prior written consent from the Obligee. After the November 3, 2023 date has lapsed, this bond may be cancelled by the Surety by sending notice in writing to the Obligee stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal. To comply with PUC 2003.03(a)(5), upon notification of cancellation, this bond will remain in place (non-cancellation period) having a 6 month extended claims, draws, or demand period. To comply with PUC 2003.03(a)(7), this bond is to be adjusted annually, based on actual or estimated gross review, as outlined under (2)b.

Signed, sealed and dated this **28th day of December 2022.**

Think Energy, LLC

By: *M F A*
CEO
Michael Fallquist

American Alternative Insurance Corporation

By: *George James*
George James, Attorney In Fact

Augustine Ciambriello
December 30, 2022

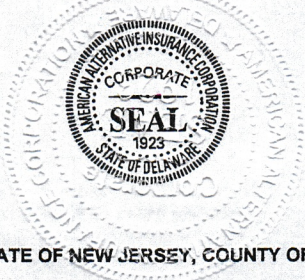
Augustine Ciambriello
Notary Public-Connecticut
My Commission Expires
March 31, 2027

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

George James; Jenna Leuck; Matt Arensdorf; Kyle Bambule; Megan Bayer; Patty Shields; Dan Orna; Richard A. Grant; Charlotte Melendy

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Nineteen Million Dollars (\$19,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

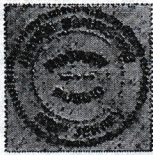
IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 8th day of September, 2022.



By: Michael G. Kerner
Michael G. Kerner
President
Attest: Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 8th day of September, 2022p, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jilian Sanfilippo
Jilian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

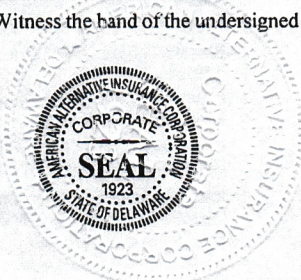
RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 8th day of September, 2022.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

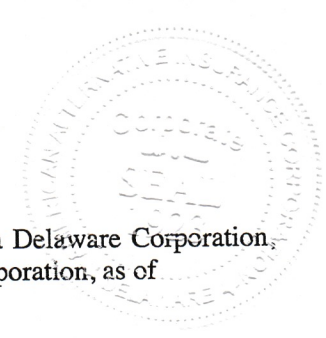
American Alternative Insurance Corporation

BALANCE SHEET AS AT December 31, 2021 (Statutory Basis)

Assets		Liabilities, Capital and Surplus
Cash and Invested Assets:		
Cash & Cash Equivalents	36,876,557	Liabilities:
Bonds	155,989,668	Outstanding Losses and Loss Expense
Preferred Stocks	0	Unearned Premiums
Common Stocks	0	Funds Held Under Reinsurance Treaties
Real Estate (Company Occupied)	0	
Short Term Investments	0	Loss Balances In course of Payment
Other Invested Assets	0	
Receivable for Securities	0	Ceded Reinsurance Premiums Payable
		Commissions, Taxes and Other Liabilities
Total Cash and Invested Assets	192,866,225	Total Liabilities
		270,553,303
Other Assets:		
Premiums and Considerations	115,827,046	Capital and Surplus:
Funds Held By Reinsured Companies	0	Common Capital Stock
Reinsurance Recoverable on Paid Losses	115,827,046	
Other Amounts Recoverable - Reinsurance	0	Paid-In Surplus
Net Deferred Tax Asset	2,232,907	Surplus Note
Investment Income Due and Accrued	515,255	Unassigned Surplus
Miscellaneous Assets	76,571,501	
		Total Capital and Surplus
Total Other Assets	271,457,986	Total Liabilities, Capital and Surplus
Total Admitted Assets	464,324,211	464,324,211

Valuation of securities on National Association of Insurance Commissioners basis

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX } SS.:



I, IGNACIO RIVERA, Assistant Secretary of American Alternative Insurance Corporation, a Delaware Corporation, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Corporation, as of December 31, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at PRINCETON, NJ thisday of, 20.....

Assistant Secretary