



RESIDENTIAL – FIXED RATE PRODUCT
TEXAS TERMS OF SERVICE

ENGIE Retail, LLC dba “Think Energy”
TX PUCT Certificate # 10204
11807 Westheimer Road Suite 550 PMB 808
Houston, TX 77077
Website: www.mythinkenergy.com
Toll-free Telephone Number: 888-923-3633
Monday-Friday 7:00am - 7:00pm CST
Facsimile Number: 1-713-583-2978
Email Address: customercare@mythinkenergy.com

IMPORTANT CUSTOMER INFORMATION.

Right to Cancel. If you are switching service from another Retail Electric Provider (REP), you may cancel this agreement without penalty within three (3) federal business days after receipt of this agreement by contacting Customer Care by telephone (888)923-3633 or email (customercare@mythinkenergy.com).

Emergency Service. The delivery of your electricity will continue to be provided by your Transmission and Distribution Service Provider (TDSP) such as CenterPoint, Oncor, AEP, and TNMP. Your TDSP will respond to leaks and emergencies. In the event of a service outage or interruption, gas leak, or other type of emergency, you should contact your TDSP at its emergency number as follows:

CenterPoint	(800)332-7143
Oncor	(888)313-4747
AEP North	(866)223-8508
AEP Central	(866)237-7722
TNMP	(888)866-7456
Sharyland	(800)545-4513

Non Discrimination Statement. Think Energy cannot deny service or require a prepayment or deposit for service based on race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Think Energy cannot deny residential service based on credit history, utility payment data or credit score, and the prices quoted are not determined by credit history, utility payment data or credit score.

Your fixed-rate price and fixed-rate term can be found on your Electricity Facts Label (EFL). This Terms of Service Agreement, EFL, the Your Rights as a Customer disclosure, and your Enrollment Confirmation in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy. Contact Customer Care to request a written copy of the contract documents sent to you by regular mail.

Purchase and Sale. Think Energy will sell and supply

and you will purchase and receive all electricity necessary to meet your full requirements for your service location.

Term. Service will begin on the date selected on your enrollment or first available switch date following your confirmed enrollment with us by your TDSP. Because this date is determined by your TDSP, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as “rollover service”) with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement with no cancellation fee. We will notify you of your renewal options at least 30 days or one (1) billing cycle and no longer than 60 days or two (2) billing cycles prior to the end of the fixed-rate term.

Price. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin, which is explained in greater detail in an EFL sent to you before rollover service begins. Taxes and Non-recurring Charges are not included in the Price and will be passed through to you. “Non-recurring Charges” means non-recurring fees and charges as required or allowed by the PUCT, including but not limited to, those related to establishing, switching, disconnecting, reconnecting, testing, special readings of, or maintaining electric service or equipment.

Billing and Payment: Consolidated Billing. Think Energy will invoice you directly for charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other charges or fees described in this Agreement, plus any Taxes and TDSP Delivery and Distribution Charges. “TDSP Delivery and Distribution Charges” means charges or surcharges by your TDSP arising from or related to, including but not limited to, (i) transmission and distribution; (ii) system reliability, rate recovery, and public purpose programs; (iii) metering charges; and (iv) Base Charges. (Note that Think Energy does not assess a Base Charge). We may use estimated data for billing purposes, but such estimates will be reconciled once we receive final data from your TDSP regarding the actual quantity of electricity consumed for the applicable billing cycle. “Billing cycle” means the period between meter read dates. Payment is due by check, electronic funds transfer (EFT) or any other payment method offered by Think Energy within twenty (20) days after the date of the invoice. There is a \$25.00 fee for a check returned for insufficient funds.

Late Fees; Invoice Adjustments. Late or partial payments will be subject to a late payment penalty equal to the past due balance for the applicable month multiplied by the lesser of (a) five percent (5%) and (b) the maximum rate permitted by applicable law. We retain the right to report payment history to credit agencies. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the TDSP adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment. You will reimburse Think Energy for reasonable fees incurred in collecting payment of invoices that remain outstanding beyond the due date.

Disconnection. We have the right to disconnect you for non-payment of any amounts on a bill when due in accordance with applicable provisions of law. Your service may also be disconnected if a deposit is not paid within ten (10) calendar days after the date of request. If an electric service disconnection transaction has been scheduled by Think Energy, your account will be charged a Disconnect Notice Charge of \$25.00, which is in addition to charges assessed by the TDSP and is due regardless of whether your electric service is actually disconnected.

Security Deposits. If you do not qualify for service based on your credit score or other payment history, Think Energy may require a security deposit before initiating service. If you are 65 years of age or older and are not currently delinquent in paying your electric service account or if you are a victim of domestic family violence you may be entitled to have your deposit waived (please call us for more information). Instead of paying a cash deposit, you may provide a Guarantee Agreement signed by an active Think Energy customer with satisfactory credit. We may also require a security deposit if you are late paying your invoice two months in a row. The deposit amount may be up to an estimate of two (2) months invoices during any twelve-month period and must be paid in the form of a check, credit card or funds transfer. If you qualify for a rate reduction program and are required to pay a deposit over fifty dollars (\$50), you may pay the deposit in two equal installments. We may apply your security deposit to any past due amounts owed to Think Energy. Once we are no longer your electricity supplier of record, any deposit balance remaining after full payment of your final balance will be refunded to you, and interest will be paid on cash deposits at the rate and schedule determined by your state regulation. Your deposit will be refunded to you after you have paid twelve (12) consecutive monthly bills on time.

Change in Law. If there is a change in law, zonal boundaries, administrative regulation, or any fees or costs imposed by ERCOT or by a governmental authority and such change causes Think Energy to incur any capital, operating or other costs relating to your electricity service, then such costs may be passed

through to you.

Force Majeure. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

TERMINATION BY THINK ENERGY; EARLY TERMINATION FEE. Think Energy may terminate service upon ten (10) days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; or (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true. If during the fixed-rate term, we terminate your service or you switch to another electricity supplier, then you will still remain responsible for charges incurred before such date and payment of the early termination fee set forth in the EFL. Early Termination Fee does not apply if you move and provide proof within thirty (30) days to Think Energy. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).

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

Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Bill Payment and Other Assistance. You may be eligible for bill payment assistance or rate reduction programs if you have severe financial hardships or are temporarily unable to pay your bills. The energy assistance program is funded in part by contributions from Think Energy customers. If you need assistance in paying a bill by the due date or if you are ill and unable to pay, you may be eligible for a deferred payment plan or alternative payment arrangements. Please contact Think Energy before the earliest disconnection date in order to enroll in a deferred payment plan or for alternative payment arrangement information. Information on additional bill payment assistance programs is available from the

Texas Department of Housing and Community Affairs website under Energy Assistance located at <http://www.tdhca.state.tx.us/ea/index.htm>. Please call Think Energy if you need special assistance.

Critical Care and Chronic Condition Residential Customer. If you have a person permanently residing in your service location who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your service location who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUC-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. The TDSP will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. The TDSP will also notify us about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay for electricity service that you receive from Think Energy.

Miscellaneous. Notices, correspondence, and address changes must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party.

No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive termination of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns

make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counter-party in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent (a) transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this agreement to an affiliate of Think Energy or to any other person or entity succeeding to all or a substantial portion of our assets, and/or (c) assign this agreement to a certified REP or affiliated entity. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think Energy. No amendment, modification, waiver or change will be enforceable except as outlined in this paragraph. If we wish to make changes to this agreement, we will first send you a written notice at least 14 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another REP before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. In the event of an unresolved dispute or complaint, you may contact The Public Utility Commission of Texas (PUCT) at (512) 936-7120 or toll-free at 1(888) 782-8477 between 7am-7pm CT, or by mail at P.O. Box 13326, Austin, TX 78711-3326.

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your TDSP: consumption history, billing determinants, TDSP account number, credit information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status

and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electric supply service to you and will not be disclosed to a third party unless required by law. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to terminate service. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.