



PENNSYLVANIA RESIDENTIAL – FIXED RATE
ADDITIONAL TERMS AND CONDITIONS

GDF SUEZ Retail Energy Solutions, LLC
PO Box 25225, Lehigh Valley, PA 18002
Website: www.mythinkenergy.com
PA License Number: A-2011-2268361
Toll-free Telephone Number: 1(866)252-0078
Facsimile Number: (800)627-8813
Email Address: customercare@mythinkenergy.com

Term. The purpose of this Contract is to authorize Think Energy to change your electric generation supplier and, by entering into this Contract, you authorize Think Energy to undertake all steps necessary to accomplish your switch. Service will begin on the date of your first meter read following your confirmed enrollment with us by your electric distribution company (EDC). Because this date is determined by your EDC, we are not able to commit to a specific start date for your service. Think Energy's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a customer of your EDC throughout the then-current term under the applicable residential electric rate class.

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, including without limitation, changes in laws, rules or regulations of any governmental authority, non-performance by the EDC, 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 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 and we will not be liable for any such interruptions or any other failure to perform under this Contract.

Limitation of Liability. YOU AGREE THAT NEITHER THINK ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS WITHIN THE CONTROL OF THE EDC OR THE INDEPENDENT SYSTEM OPERATOR, WHICH INCLUDE BUT ARE NOT LIMITED TO SERVICE INTERRUPTIONS AND SHORTAGE OF SUPPLY. THINK ENERGY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. IN NO EVENT WILL THINK ENERGY OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS BE LAIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION

OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

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). All notices must be provided to the person and addresses specified by the receiving party. Title, liability and risk of loss associated with the electric energy purchased and sold under this agreement passes from Think Energy to you at the delivery point into your EDC. 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. Except with respect to Think Energy's affiliates and subcontractors under the "Limitation of Liability" and "Jury Trial Waiver" sections, there are no third party beneficiaries to this Contract. 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 or expiration 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 THE COMMONWEALTH OF PENNSYLVANIA, 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 counterparty 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.

JURY TRIAL WAIVER. BOTH YOU AND THINK ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING

DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

Assignment. Subject to applicable law, we may without your consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds and/or assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract. After our assignment of this agreement, we will have no further obligations under this agreement. You may not assign any of your rights or obligations under this Contract without our prior written consent. Any assignment in violation of this paragraph is void.

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 you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract, prior to the effective date of termination. A new agreement will be provided to you whenever a change is made and upon request at any time free of charge.

Privacy and Information Release Authorization. You authorize Think Energy to obtain information from your EDC that includes but is not limited to: consumption history, billing determinants, EDC 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. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. You authorize Think Energy to release such information to third parties that need to know such information in connection with your energy service and to Think Energy's affiliates and subcontractors. 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 using the information provided above; however such a rescission entitles Think Energy, to the extent permitted by law, to reject your enrollment or to terminate this Contract.