



October 31, 2017

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**Via Overnight Delivery and**

**Via Email: [excutive.director@puc.nh.gov](mailto:excutive.director@puc.nh.gov)**

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
Attn: Debra A. Howland, Executive Director

RE: **Docket No. 15-490** – ENGIE Retail, LLC d/b/a Think Energy (“Think Energy”)

Compliance with Puc 2000 Rules Amendments Effective 11/01/17 and NH PUC Staff’s Request dated 10/27/2017 – Filing of Revised Contract Forms for Residential and Small Commercial Customers

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Pursuant to NH PUC Staff’s in the Consumer Services Division request dated October 27, 2017 re Compliance with Puc 2000 Rules Amendments Effective November 1, 2017 - Filing of Revised Contract Forms for Residential and Small Commercial Customers, Think Energy hereby submits revised originals and two (2) copies of both its Residential and Small Commercial Customers’ Contract Summary and Terms of Service.

Please contact Julian Mithani, Senior Attorney, at (713) 636-1797 or via email at [julian.mithani@na.engie.com](mailto:julian.mithani@na.engie.com) with respect to any questions concerning this filing.

Regards,

/s/

**Marsha Griffin**  
Senior Paralegal  
ENGIE Retail, LLC d/b/a Think Energy  
1990 Post Oak Blvd., Suite 1900  
Houston, TX 77056  
[www.mythinkenergy.com](http://www.mythinkenergy.com)

NEW HAMPSHIRE ELECTRICITY SUPPLIER  
RESIDENTIAL DISCLOSURE SUMMARY

[Plan Name]



<b>Product Type</b>	[ <i>Month Fixed Price</i> ] [ <i>100% Renewable</i> ]
<b>Length of the Agreement:</b>	Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for [Term] monthly billing cycles.
<b>Fixed Per kWh Price:</b>	You will pay a fixed rate of [Rate] per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales 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.
<b>Charges:</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
<b>You Will Pay:</b>	[\$x] at 500kWh      [\$x] at 1000kWh      [\$x] at 1500kWh
<b>Environmental Characteristics:</b>	[Non-Renewable] [Renewable ___%]
<b>Early Termination Fee:</b>	There is no Cancellation/Early Termination Fee
<b>Late Payment Fee:</b>	Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies.
<b>Renewal Terms:</b>	At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except 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. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.
<b>Energy Assistance Programs:</b>	For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call your local utility or the New Hampshire Public Utilities Commission Consumer Affairs at 1-800-352-3793.



RESIDENTIAL – FIXED RATE  
NEW HAMPSHIRE TERMS OF SERVICE

ENGIE Retail, LLC d/b/a “Think Energy”  
PO Box 25225, Lehigh Valley, PA 18002  
Website: [www.thinkenergy.com](http://www.thinkenergy.com)  
NH License #DM 15-490  
Toll-free Telephone Number: (866)252-0078  
Facsimile Number: (800)627-8813  
Email Address: [customer care@mythinkenergy.com](mailto:customer care@mythinkenergy.com)

Your fixed-rate price and fixed-rate term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary 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.

Right to Cancel. You may cancel this agreement within ten (10) business days following receipt of this agreement (eleven (11) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email.

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 of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, 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 at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days 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, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. 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. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. “Utility Related Charges” means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. “Taxes” means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

Billing and Payment; Consolidated Billing. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and

any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Late Fees; Disconnection; Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. 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 local utility 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.

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.

**CANCELLATION BY THINK ENERGY.** Think Energy may switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you

request dual billing from your local utility. 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.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or 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 cancellation 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 NEW HAMPSHIRE, 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 transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. 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 30 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 supplier 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 at (866)252-0078 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

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 local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, 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 electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> or call 1-888-382-1222 to add your contact information to the national do not call registry. 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 cancel this contract. A copy of Think Energy's privacy policy can be found at [www.mythinkenergy.com/privacy-policy](http://www.mythinkenergy.com/privacy-policy).

Local Utility Information.

Eversource (800)662-7764; Unitil (800)852-3339 (Capital Area) or (800)582-7276 (Seacoast Area); NHEC (800)698-2007; Liberty (855)349-9455

Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier.

NEW HAMPSHIRE ELECTRICITY SUPPLIER  
SMALL COMMERCIAL DISCLOSURE SUMMARY

[Plan Name]



<b>Product Type</b>	[Month Fixed Price] [100% Renewable]
<b>Length of the Agreement:</b>	Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for [Term] monthly billing cycles.
<b>Fixed Per kWh Price:</b>	You will pay a fixed rate of [Rate] per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales 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.
<b>Charges:</b>	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
<b>You Will Pay:</b>	[\$x] at 2000kWh      [\$x] at 4000kWh      [\$x] at 6000kWh
<b>Environmental Characteristics:</b>	[Non-Renewable] [Renewable ___%]
<b>Early Termination Fee:</b>	Early Termination Fee is equal to \$50 for each month remaining in the fixed-rate term. Early Termination Fee does not apply if your business closes or you move to another location.
<b>Late Payment Fee:</b>	Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies.
<b>Renewal Terms:</b>	At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except 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. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.



SMALL COMMERCIAL – FIXED RATE  
NEW HAMPSHIRE TERMS OF SERVICE

ENGIE Retail, LLC d/b/a “Think Energy”

PO Box 25225, Lehigh Valley, PA 18002

Website: [www.thinkenergy.com](http://www.thinkenergy.com)

NH License #DM 15-490

Toll-free Telephone Number: (866)252-0078

Facsimile Number: (800)627-8813

Email Address: [customercare@mythinkenergy.com](mailto:customercare@mythinkenergy.com)

Your fixed-rate price and fixed-rate term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary 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.

Right to Cancel. You may cancel this agreement within six (6) business days following receipt of this agreement (seven (7) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email.

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 of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, 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 at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days 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, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. 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. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. “Utility Related Charges” means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. “Taxes” means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

Billing and Payment; Consolidated Billing. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the

monthly charges for electricity consumption and any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Late Fees; Disconnection; Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. 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 local utility 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.

Change in Law. If there is a change in law, ISO zonal boundaries, administrative regulation, or any fees or costs imposed by your ISO 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.

CANCELLATION BY THINK ENERGY; EARLY CANCELLATION FEE. Think Energy may cancel this agreement and switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. If we cancel your agreement or you fail to utilize Think Energy as your sole supplier of electricity for your service location (by switching to another supplier or otherwise), then you will be responsible for the cancellation fee. 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.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or 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 cancellation 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 NEW HAMPSHIRE, 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 transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment NH.SC.FP.103017

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 30 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 supplier 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 at (866)252-0078 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

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 local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, 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 electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> or call 1-888-382-1222 to add your contact information to the national do not call registry. 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 cancel this contract. A copy of Think Energy's privacy policy can be found at [www.mythinkenergy.com/privacy-policy](http://www.mythinkenergy.com/privacy-policy).

#### Local Utility Information.

Eversource (800)662-7764; Unitil (800)852-3339 (Capital Area) or (800)582-7276 (Seacoast Area); NHEC (800)698-2007; Liberty (855)349-9455

Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier.

## Griffin, Marsha

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**From:** Goyette, David <David.Goyette@puc.nh.gov>  
**Sent:** Tuesday, October 31, 2017 9:14 AM  
**To:** Mithani, Julian  
**Cc:** Wiesner, David K; Quint, Janet; Griffin, Marsha  
**Subject:** RE: DM 15-490 Engie Retail, Revised Contract

Hello Julian,

The disclosure summary forms you emailed to me are acceptable. Please file those forms under the above docket number.

Thank you.

David

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**From:** Mithani, Julian [<mailto:Julian.Mithani@na.engie.com>]  
**Sent:** Monday, October 30, 2017 11:58 AM  
**To:** Goyette, David  
**Cc:** Quint, Janet; Wiesner, David K; Griffin, Marsha  
**Subject:** RE: DM 15-490 Engie Retail, Revised Contract

Hi David,

We revised our Contract Summary for both the Residential and Small Commercial forms to conform to the Disclosure Summary Template requirements. Please see the attached revised contract documents. Thank you!

**Julian Mithani**

Counsel  
Think Energy



1990 Post Oak Boulevard, Suite 1900  
Houston - Texas - 77056 - United States  
Phone 713.636.1797 | [ThinkEnergy.com](http://ThinkEnergy.com)  
[julian.mithani@na.engie.com](mailto:julian.mithani@na.engie.com)

**GDF SUEZ is now ENGIE**

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**From:** Goyette, David [<mailto:David.Goyette@puc.nh.gov>]  
**Sent:** Friday, October 27, 2017 12:20 PM  
**To:** Griffin, Marsha  
**Cc:** Mithani, Julian; Quint, Janet; Wiesner, David K  
**Subject:** DM 15-490 Engie Retail, Revised Contract

Hello Marsha,

Staff in the Consumer Services Division reviewed the contract documents that you emailed to me and has requested that the following additional documentation be provided. Note that all references to rules are to the revised Puc 2000 rules effective on November 1, 2017.

- 1) Please provide sample Disclosure Summary Template Forms that you intend to use. The template is available the following link: <http://www.puc.nh.gov/Electric/Becoming%20Suppliers%20and%20Aggregators.html>.

*Puc 2004.02(f) In addition to the full terms and conditions of service required by (a) above, a CEPS shall ensure that a summary of the terms of service shall be provided to each residential and small commercial customer using the "Disclosure Summary Template Form" dated 06/2017 and delivered using the customer's preferred form of communication.*

Please E-mail me the requested additional documentation for review.

***David Goyette***

Utility Analyst III  
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