



Terms & Policies

1. About Think+. Think+ Network, LLC ("Think+" or the "Company") is a direct sales company that offers energy products and services to residential and small commercial customers through Independent Energy Advisors. The energy products and services sold by Think+ will be provided by its affiliates including, but not limited to, Think Energy, LLC (collectively "Think"). Independent Energy Advisors ("Energy Advisors") are compensated for their efforts in distributing Think's energy products and building a team of downline Energy Advisors pursuant to Think+'s Compensation Plan. Because Think+ operates in highly regulated markets, it is important that you, as an Energy Advisor, carefully read and understand these Terms & Policies. If you have any questions about any provision in these Terms & Policies, you may visit our FAQ page at <https://www.thinkenergy.plus/> or contact us at easupport@thinkenergy.plus.

2. The Agreement. These Terms & Policies govern the relationship between you, as an Energy Advisor, and Think+. These Terms & Policies, together with the Think+ Compensation Plan, the Think+ Dispute Resolution and Arbitration Policies, and the Think+ Business Entity Addendum (the Business Entity Addendum is only applicable to Energy Advisors who enroll as a business entity) make up the Agreement between you and Think+. Therefore, as used in this document, the term "Agreement" collectively refers to these Terms & Policies, the Think+ Compensation Plan, the Think+ Dispute Resolution and Arbitration Policies, and the Think+ Business Entity Addendum, in their current form and as may be amended in the future as provided herein and in the Think+ Dispute Resolution and Arbitration Policies. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

3. Criminal Background Check Required. In order to become an Energy Advisor, an applicant must provide separate authorization for Think+ to conduct a criminal background check. Applicants and Energy Advisors are not required to pay the cost of the criminal background check.

4. Independent Contractor Status. Energy Advisors are independent contractors and not employees, partners, legal representatives, or franchisees of Think+. Energy Advisors are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **ENERGY ADVISORS SHALL NOT BE TREATED AS A THINK+ EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Think+ is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Energy Advisors' compensation. Energy Advisors are not entitled to workers compensation or unemployment security benefits of any kind from Think+.

In all written, graphic, or digital material used for Think+ business purposes, Energy Advisors must represent themselves as a "Think+ Independent Energy Advisor." In conversations with prospective Energy Advisors and customers, you must introduce yourself as an "independent Think+ Energy Advisor" and shall not lead anyone to believe that you are an employee of Think+.

5. Income Taxes. As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Think+ Energy Advisor. Every year, Think+ will provide an IRS Form 1099 NEC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of over \$600 in the previous calendar year. To facilitate this reporting, you must provide Think+ with a properly completed IRS Form W-9 upon request. Failure to timely submit a properly completed IRS Form W-9 with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate may result in the suspension of commission or bonus payments to you, the suspension of your independent Think+ business, and/or the termination of the Agreement.

6. Adherence to the Agreement. Energy Advisors must comply with the Agreement. If you have not yet reviewed the Terms & Policies at the time you execute this Agreement, they are posted in your Energy Advisor Back-Office. You must review the

Terms & Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms & Policies, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Terms & Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Think+.

7. Amendments to the Agreement. The Company reserves the right to amend the Agreement at its sole discretion. Except as provided in the Think+ Dispute Resolution and Arbitration Policies, amendments shall be effective immediately upon notice and publication of the amended provisions but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice and publication of amendments shall be given to each Energy Advisor by email to the Energy Advisor's email address on file with the Company and posting in the Energy Advisor Back-Office. If you do not agree to any amendments, your sole recourse is to cancel the Agreement. The continuation of an Energy Advisor's Think+ business, the acceptance of any benefits under the Agreement, the acceptance of bonuses or commissions, or the continued use of the Energy Advisor Replicated Website or Back-Office constitutes acceptance of all amendments.

8. Enrollment/Annual Fee and Payment Processing Fee; No Other Purchase or Payment Required. To become an Energy Advisor, each applicant must pay an enrollment fee of \$129 and an annual renewal fee of \$99 per year. In addition, an Energy Advisor will be charged a \$0.99 payment processing fee for each time the Energy Advisor receives a bonus or commission payment. Except for the payment of the fees listed above, no purchase, payment, or investment is necessary to become an Energy Advisor or to remain an Energy Advisor. Specifically, there is no requirement to purchase Think products and services to become an Energy Advisor. Note that the payment of the enrollment and annual fee is optional for North Dakota residents. The enrollment and annual fees are at-cost amounts for training, Replicated Website, Back-Office, ongoing sales and marketing materials ("Sales Tools"), and Energy Advisor support functions.

9. Energy Advisors' Rights. Energy Advisors:

- Have the right to solicit customers for Think products and services in accordance with these Terms & Policies. It is within the exclusive right of Think to accept or reject any customer submitted by an Energy Advisor.
- Have the right to enroll others as Energy Advisors and build a downline marketing organization in the Think+ opportunity.
- If qualified and in good standing, have the right to earn commissions and bonuses pursuant to the Think+ Compensation Plan.

10. Geographic Markets That Think+ Offers its Services. Electricity services and community solar project subscriptions marketed by Think+ are available to customers in the states and geographic areas listed at <https://www.thinkenergy.plus/markets>. Electricity services and community solar project subscriptions may not be marketed or sold to customers in any state or geographic area not listed at <https://www.thinkenergy.plus/markets>. **In no event may any Energy Advisor undertake any sales or marketing activities for electricity services or community solar project subscriptions in the State of Connecticut or to any customer who resides in or whose service address is in Connecticut.**

11. Assignment of Rights and Delegation of Duties. Energy Advisors may not assign any rights under the Agreement without the prior written consent of Think+. Any attempt to transfer or assign the Agreement without the express written consent of Think+ renders the Agreement voidable at the option of Think+ and may result in termination of the Agreement. If the assets of Think+, or a controlling ownership interest in Think+, is transferred to a third party, Think+ may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

12. Waiver. Think+ never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Think+ to exercise any right or power under the Agreement or to insist upon strict compliance by an Energy Advisor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand strict compliance with the Agreement. Any waiver by either party of any breach of the Agreement must be in writing and signed by the waiving

party or an authorized officer or agent of the waiving party. Any waiver of a breach by a party shall be a one-time waiver only and shall not affect or impair the waiving party's rights with respect to any subsequent breach. If Think+ is the waiving party, such waiver of a breach by an Energy Advisor shall not affect in any way the rights or obligations of any other Energy Advisor. Nor shall any delay or omission by a party to exercise any right arising from a breach affect or impair the party's rights as to that or any subsequent breach. The existence of any claim or cause of action of either party against the other shall not constitute a defense to a party's right to enforce any term or provision of the Agreement.

13. Waiver of Right of Publicity. Energy Advisors grant Think+ an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Energy Advisors waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

14 Minimum Age. Persons under age 18 may not be Energy Advisors and no Energy Advisor shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18.

15. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Energy Advisor against Think+ shall not constitute a defense to the Company's enforcement of any term or provision of the Agreement.

16. Term and Renewal of the Agreement. The term of the Agreement is one year from the date of enrollment. An Energy Advisor may cancel the Agreement at any time and for any reason. In order to continue as an Energy Advisor beyond the initial term of this Agreement (unless the Agreement has been previously terminated as provided at Policy 48), Energy Advisors must renew the Agreement each year. An annual renewal fee will be imposed at that time (not required for North Dakota residents). Energy Advisors will be reminded of their upcoming renewal, as well as the amount of the annual renewal fee, through their Back-Offices. At that time, Energy Advisors may elect to renew or cancel the Agreement. **Think+ reserves the right to elect not to renew an Energy Advisor's Agreement at its option upon 30 days' prior written notice.**

A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at cancellation@thinkenergy.plus.

Think+ reserves the right to terminate all Energy Advisor Agreements upon 30 days' notice ("Program Termination"). If Think+ elects for Program Termination, Think+ will pay each Energy Advisor an amount equal to the average of the monthly compensation paid under the Think+ Compensation Plan for Residual Commissions and Team Residual Commissions only to the Energy Advisor during the twelve (12) months preceding the month in which the notice of termination is delivered to the Energy Advisor multiplied by six (6) months.

17. General Conduct. Energy Advisors shall safeguard and promote the good reputation of Think+ and Think, and their respective products and services, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Energy Advisors agree that they shall exhibit high moral character in their personal and professional conduct. Energy Advisors shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Energy Advisors must adhere pursuant to this section, the following standards specifically apply to Energy Advisors' activities:

- Deceptive conduct is always prohibited. Energy Advisors must ensure that their statements are truthful, fair, accurate, and are not misleading.
- Energy Advisors must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

- Energy Advisors may not represent or imply that any state or federal government official, agency, or body has approved or endorses the Think+ business opportunity or Think products or services.
- Energy Advisors must never switch, or attempt to switch, any individual or entity to Think's services unless the customer affirmatively and voluntarily made the change by signing a contract or indicated his/her acceptance of the change by another method approved by the state public service commission. Energy Advisors may not, under any circumstance, enroll on behalf of a customer and may not use a customer's bill to enroll on behalf of a customer, even if the customer asks the Energy Advisor to do so.
- Energy Advisors must comply with all requirements of the state public service commission to ensure each Think customer enrollment is authorized. Energy Advisors are prohibited from having any of his/her contact information (phone number or email) associated with a customer account unless (i) the Advisor has the same residential address as the customer or (ii) the Advisor provides proof of ownership or other supporting documentation that shows the Advisor as the person authorized to make changes for non-residential addresses.
- Energy Advisors must comply with all regulatory third-party verification ("TPV") prohibitions, such as not interfering with the TPV by guiding customer's answers and remaining on the line during the recorded TPV call.
- If the Agreement is cancelled for any reason, the Energy Advisor must discontinue using the Think+ or Think names, and all other Think+ or Think intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.

Think+ has a zero-tolerance policy for any violations of any rule or regulation of any state public service commission including, but not limited to, customer slamming and adherence to required marketing standards. Any action by an Energy Advisor that amounts to such a violation will subject that Energy Advisor to the immediate termination of that Energy Advisor's Agreement.

18. No Telemarketing, Robocalling, Unsolicited Electronic Communications, Mass Mailings, or Door-to-Door Sales. Except as provided in Policy 20 below, Energy Advisors agree that they shall not promote Think's energy products or services or the Think+ opportunity through telemarketing, robocalling, the sending of unsolicited emails, faxes or SMS text messages, mass mailings, or door-to-door sales campaigns. **Think+ has a zero-tolerance policy for any of these activities prohibited in this Policy 18. Any action by an Energy Advisor that amounts to such a violation will subject that Energy Advisor to the immediate termination of that Energy Advisor's Agreement.**

19. Advertising, Websites, Blogs, Social Media, and Sales Tools.

A. General Advertising and Promotional Requirements. All Energy Advisors agree that they shall safeguard and promote the good reputation of Think+, Think, and their respective products and services. When promoting Think+ opportunity or Think products and services, regardless of the medium, Energy Advisors agree that they shall do so in strict compliance with these Terms & Policies and applicable state and federal laws and regulations. In addition, Energy Advisors must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices when advertising or promoting Think products and services or the Think+ opportunity to others. As such, Energy Advisors agree to the following in connection with their online, offline, and social media promotion of Think products and services:

- Unsolicited commercial emails and faxes (Spam) are prohibited except as provided in Policy 20 below.
- Unsolicited SMS text messages are always prohibited.
- The use of any paid platform and/or social media including the use of services such as Facebook Ads, Google Ads, and YouTube Ads is prohibited.
- Any paid activity to improve search ranking for your Replicated Website and any online directory that allows payment to improve search ranking is prohibited.
- Making any claims regarding the Think+ opportunity or Think's products and services that are not included in Company-produced promotional materials is prohibited.

- Income and compensation claims are prohibited. See Policies 28 and 29 below.
- Energy Advisors shall not use any derivative of the Think+ or Think names in any social networking account names, email addresses, website or blog domain names (URLs), or your Replicated Website URL extension.
- Energy Advisors may not use any of Think+'s or Think's trademarks or logos except in any online, offline, or social media advertising except for those that are available for Energy Advisor use in the Back-Office of each Energy Advisor's Replicated Website. When used, such materials may not be altered in any way by an Energy Advisor and all proprietary notices must be retained.
- If the Company determines that an Energy Advisor's online, offline, or social media advertising or promotional materials are not in compliance with the applicable requirements of this Policy 19, the Energy Advisor agrees that he or she will immediately remove and/or cease and desist use of the non-compliant advertising or promotional item or content and, where applicable, remove the non-compliant website, blog, or social media post from public access upon his or her receipt of a notification of non-compliance from Think+ or one of its agents. An Energy Advisor's failure to immediately comply with such a notification of non-compliance may result, in the Company's sole discretion, in the immediate involuntary termination of the Agreement.

B. Energy Advisor Websites and Blogs – Approval Required. Unless an Energy Advisor has received express written approval from the Company, an Energy Advisor may not create their own websites or blogs to promote their Think+ business or Think's products and services. In addition, Energy Advisors are solely responsible for all of their online activity related to their Think+ businesses, regardless of the website or blog on which the post, comment, or other online activity occurs.

If an Energy Advisor wishes to use a personal website or blog to promote their Think+ business and Think's products and services, the Energy Advisor must submit a beta version of the website or blog to the Company for review. Unless the Energy Advisor has received written approval to use and publish the website or blog, the request shall be deemed denied. Think+ reserves the right to refuse approval for an Energy Advisor-created website or blog at its sole discretion. If an Energy Advisor-created website or blog is approved by the Company, any amendments to the website or blog must also be submitted to Think+ and receive written approval before going live.

Any website or blog that does not comply with the following requirements will not be approved under any circumstance.

- The website or blog may not be enabled to take or process orders for Think's products or services.
- The website or blog may not be enabled to process Energy Advisor or customer enrollments.
- The website or blog must be directed to the Energy Advisor's replicated website to process sales and/or enrollments.
- The website or blog must clearly and conspicuously a) identify the Energy Advisor who is operating the website or blog; b) disclose that he/she is a Think+ Independent Energy Advisor; and c) disclose that the website or blog is not Think's or Think+'s corporate website.
- Websites and blogs that do not identify the Energy Advisor and/or do not identify the products, services, or opportunity being promoted (so called "blind" websites), are not permitted.
- The website or blog must exclusively promote Think's products and services and the Think+ opportunity – no other products, services, or opportunities may be promoted or offered at the website or blog.
- Any claims regarding the Think+ opportunity or Think's products and services that are not included in Company-produced promotional materials are prohibited.
- The website or blog must not refer to "savings" or "guaranteed savings" in reference to Think's products or services.
- The website or blog must not include any utility company or competitor names.
- The website or blog must comply with all applicable provisions of these Terms & Policies.

Think+ reserves the right to rescind approval for any approved Energy Advisor website or blog, and Energy Advisors waive all claims against Think+, Think, and their respective officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission. Upon cancellation of an Energy Advisor's Think+ Energy Advisor Agreement for any reason, the former Energy Advisor must immediately remove the website or blog from the internet.

If an Energy Advisor creates, operates, or owns an approved website or blog, the following requirements must be adhered to:

- Any comments or posts that an Energy Advisor makes to any website or blog (including websites and blogs not owned or operated by the Energy Advisor) will be the Energy Advisors personal responsibility.
- Any SEO or SEM for the Energy Advisor's website or blog must not include any past or present Think+ or Think trademarks.
- If an Energy Advisor features any other Energy Advisors on his or her website or blog, the Energy Advisor must first get such other Energy Advisors' permission.
- Energy Advisors shall not use websites or blogs to comment on other brands or products or services that are competitive to the Think+ opportunity or Think products and services in order to drive sales and direct customers to your Think+ business or Replicated Website.
- An Energy Advisor's website or blog shall not contain any content that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.

C. Social Media. Energy Advisors are allowed to promote their Think+ business and Think's products and services on social media (including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, Pinterest, etc.). Think+ encourages all Energy Advisors to share personal experiences regarding Think's products and services, and the Think+ business opportunity, provided no prohibited claims are made. If an Energy Advisor elects to utilize social media to promote his or her Think+ business, in addition to meeting all other applicable requirements specified in these Terms & Policies, the Energy Advisor agrees to each of the following:

- Energy Advisors are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media account that they own, operate, or control.
- Energy Advisors must comply with the policies of each social media website or network.
- Any claims regarding the Think+ opportunity or Think's products and services that are not included in Company-produced promotional materials is prohibited.
- Energy Advisors shall not make any social media postings that refers to "savings" or "guaranteed savings" in reference to Think's products or services.
- Energy Advisors shall not make any social media postings that include any utility company or competitor names.
- Energy Advisors shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- Energy Advisors must never post personal information about other Energy Advisors or Think customers.

- No customer or Energy Advisor enrollments may occur on or through any social media site. To process such enrollments, a social media posting must link only to the Energy Advisor's Think+ Replicated Website or Think+'s corporate website.
- Energy Advisors may not make any income or compensation claims on their social media accounts or in any social media posting. See Policies 28 and 29 below.
- Energy Advisors shall not conduct any recruiting activities via a social media site or service. If someone expresses interest in the Think+ business opportunity via a social media outlet to you, you shall follow-up privately with that person and not through the public forum provided by the social media outlet. Posting of information regarding Think+ business opportunity meetings is allowed as long as it is specifically identified as a Think+ business opportunity meeting.
- Any social media account that is directly or indirectly operated or controlled by an Energy Advisor that is used to discuss or promote Think's products or services or the Think+ opportunity may not link to any website or social media page or account that promotes the products, services, or business program of any affiliate marketing, direct selling, referral marketing, or social selling company other than Think+.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an Energy Advisor may not use any social media account on which they discuss or promote, or have discussed or promoted, the Think+ business or Think's products or services to directly or indirectly solicit anyone for another affiliate marketing, direct selling, referral marketing, or social selling program (collectively, "direct selling"). Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 31.
- During the term of the Agreement and for 12 calendar months after the cancellation of an Energy Advisor's business for any reason, an Energy Advisor shall not take any action on any social media account or page on which they discuss or present, or have discussed or presented, Think's services or the Think+ business that may reasonably be foreseen to draw an inquiry from Energy Advisors relating to the Energy Advisor's other affiliate marketing, direct selling, referral marketing, or social selling business activities or products or services. Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 31.
- If an Energy Advisor creates a business page, team page, or group page on any social media site that promotes or relates to Think's products or services or the Think+ business opportunity, the page may not promote or advertise the products or services or opportunity of any affiliate marketing, direct selling, referral marketing, or social selling business other than Think+ and Think products and services. If the Agreement is cancelled for any reason or if the Energy Advisor becomes inactive, the Energy Advisor must immediately deactivate the business page, team page, or group page or, at the former Energy Advisor's option, turn over administrative rights to the page to Think+ so that the Company may deactivate the page.
- Energy Advisors shall not use social media platforms to comment on other brands, products, or services that are competitive to Think products and services in order to drive sales and direct customers to your Think+ business or Replicated Website.
- Energy Advisors shall respect the privacy of other social media users. Energy Advisors shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

D. Sales Tools – Approval Required. Energy Advisors are encouraged to make use of the advertising materials, promotional materials, and all other marketing methods (collectively "Sales Tools") that the Company has created and developed for Energy Advisor use. Such sales tools are available for download via the Back-Office of each Energy Advisor's Replicated Website. If an Energy Advisor elects to create and produce his or her own Sales Tool(s), the Energy Advisor must submit the proposed Sales Tool(s) to the Company and receive written approval from the Company before the Sales Tool(s) can be used or made public. Energy Advisors who receive written authorization from Think+ to produce and publish Sales Tools may make approved Sales Tools available to other Energy Advisors free of charge if they wish but may not sell the Sales Tools to other Energy Advisors. Any sale or attempt to sell Sales Tools to another Energy Advisor will result in the termination of the offending Energy Advisor's Think+ business. **Think+ reserves the right to rescind approval for any approved Sales Tools, and Energy Advisors waive all claims against Think+, Think+, and their respective officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.**

Energy Advisors who create approved Sales Tools grant Think+ and other Energy Advisors an irrevocable and perpetual license to use such approved Sales Tools for Think+ business purposes at their discretion, and waive all claims, including but not limited to intellectual property right claims and/or claims for remuneration against Think+, Think, their respective officers, directors, owners, and agents, and other Energy Advisors for such posting and/or use of the approved Sales Tools. The Energy Advisor who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants Think+ an irrevocable license to use the Sales Tools as the Company deems appropriate. Such Energy Advisor acknowledges that approved Sales Tools may be posted in the Think+ Back-Office at the Company's discretion and made available to all other Energy Advisors free of charge.

20. Unsolicited Electronic Communications. Energy Advisors may not send unsolicited emails, faxes, telephone communications, SMS text messages, or other electronic communications to advertise, promote, attempt to sell Think products or services or attempt to recruit people to the Think+ opportunity.

- An Energy Advisor may send electronic communications to any person from whom the Energy Advisor has prior consent to contact via the specific mode of communication. Energy Advisors may send electronic communications to family members, personal friends or any other person with whom they have an established business or personal relationship.
- You may not collect business cards from an event and later call these contacts unless they gave you permission in writing to do so at the time you collected the information; this is a form of telemarketing and is not permitted.
- You may send SMS text messages related to your business to potential customers only if you have either received consent in writing to do so or are sending a text in response to a text message sent to you. If a potential customer requests that you not send text messages, you must not send that person a text message in connection with your business.
- All emails that an Energy Advisor sends in connection with the Energy Advisor's Think+ business must meet the following requirements:
 - The communication must clearly identify the Energy Advisor as the sender of the email and as an Energy Advisor;
 - The communication must include an accurate return email address of the sender; and
 - The communication must include a notice that lets the receiver know that they may reply to the email via the return email address provided, change email preferences, or opt-out of future emails. The communication must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- When sending emails promoting Think's products or services or the Think+ opportunity, in addition to complying with the above, the sender must not use deceptive subject lines or false header information and must honor opt-out requests as soon as possible. In fact, ensure all opt-out requests are processed no later than 10 days from the time they are sent.

21. Prohibited Activities. Think+ prohibits Energy Advisors from engaging in any of the following activities:

- Enrolling customers through Telemarketing, Robocalling, Unsolicited Electronic Communications, Mass Mailings, or Door-to-Door Sales activities are prohibited.
- Enrolling customers at Utility Bill Payment Centers.
- Collecting, buying or selling, or inducing others to collect, buy or sell, customer or Energy Advisor or prospective customer or Energy Advisor information is strictly prohibited at all times. Energy Advisors shall not provide any type of incentive for action(s) or proposed action(s) to induce an Energy Advisor or third party to sell any information pertaining to a Think customer or Think+ Energy Advisor or prospective customer or Energy Advisor.
- Energy Advisors are prohibited from rewarding customer referrals by means of incentives or referral fees such as cash and gift cards.
- Under no circumstances may an Energy Advisor contact any Think supplier of energy service, or other Think supplier of services, without prior written authorization from an authorized officer of Think+. Further, under no circumstances may an

Energy Advisor directly contact a competitive energy provider on behalf of Think or in connection with any Think+ business without receiving prior written authorization from an authorized officer of Think+.

- Under no circumstances may an Energy Advisor contact any Regulatory agency (including the utility company) on behalf of a customer or to request information related to their utility account. All such inquiries should be made to Energy Advisor Care.
- Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Energy Advisors shall not represent or imply that Think+, Think or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.
- Think+ does not condone Energy Advisors specifically or consciously targeting the sales force of another multilevel, network marketing, or direct sales business or venture to sell Think products and services or to become Energy Advisors for Think+, nor does Think+ condone Energy Advisors' solicitation or enticement of members of the sales force of another multilevel, network marketing, or direct sales business or venture to violate the terms of their contract with such other company. Should Energy Advisors engage in such activity, they bear the risk of being sued by the other multilevel, network marketing, or direct sales business or venture. If any lawsuit, arbitration or mediation is brought against an Energy Advisor alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Think+ will not pay any of the Energy Advisor's defense costs or legal fees, nor will Think+ indemnify the Energy Advisor for any judgment, award or settlement.
- Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual who, or entity that, already has a current customer or Energy Advisor Agreement on file with Think+ or Think, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers or fictitious ID numbers to circumvent this policy is prohibited. Energy Advisors shall not demean, discredit or defame other Energy Advisors in an attempt to entice another Energy Advisor to become part of the first Energy Advisor's marketing organization. This policy shall not prohibit the transfer of a Think+ business in accordance with Policy 50. If cross-sponsoring is discovered, it must be brought to the Company's attention immediately. Think+ may take action against the Energy Advisor that changed organizations and/or those consultants who encouraged or participated in the cross-sponsoring, including but limited to termination of the Energy Advisor's Agreement. Think+ may also move all or part of the offending consultant's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, Think+ is under no obligation to move the cross-sponsored Energy Advisor's downline organization, and the ultimate disposition of the organization remains within the sole discretion of Think+. Energy Advisors waive all claims and causes of action against Think+ and Think arising from or relating to the disposition of the cross-sponsored Energy Advisor's downline organization.

22. Trademarks and Copyrights. The names "Think+", "Think" and "Think Energy" and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Think+ and Think. The Company grants Energy Advisors a limited license to use its trademarks and trade names in promotional media as provided herein for so long as the Energy Advisor's Agreement is in effect. Upon cancellation of an Energy Advisor's Agreement for any reason, the license shall expire, and the Energy Advisor shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Energy Advisor use any of Think's trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any non-compliant website, blog, social media posting, or Sales Tools.

Think+ regularly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Energy Advisors, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Energy Advisors may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material are also copyrighted. Energy Advisors shall not copy or make derivatives of any such materials for their personal or business use without the Company's prior written approval.

23. Sales Outlets. To support the Company's direct selling distribution channel and to protect the independent contractor relationship, Energy Advisors agree that they will not sell Think products or services or seek to enroll customers in any bricks and mortar retail, wholesale, warehouse, discount establishment, or service-related establishment (e.g., a professional office or appointment-based business), or any online retail, auction, or buy-sell site (including but not limited to Amazon and eBay) without prior written approval from Think+. Notwithstanding the foregoing, Energy Advisors may display promotional materials and enroll customers at professional trade shows subject to the requirement of Policy 24 below.

24. Trade Shows/Expos/Booth Events. As an Energy Advisor, you may promote your independent Think+ business and Think products or services at exhibitions, trade shows, craft fairs, etc., as long as you comply with the following requirements:

- Prior to registering for the event, you must contact the Company for approval as Think+'s policy is to authorize only one Think+ business per event.
- You must register for the event and always refer to yourself as a Think+ Independent Energy Advisor.
- You must ask the event organizer if any other Energy Advisor has already registered for the event. You must not register for any event when another Energy Advisor has already registered as only one independent Think+ business is allowed per event.
- At the event, your booth must have a representative present at all times and must not be used to promote another business. Only Think products and services and the Think+ opportunity can be promoted at your booth during the event.
- You must provide written notice to Think+ at events@thinkenergy.plus at least five (5) days prior to the event.

25. Privacy and Recording Policy.

- **Communications.** You agree to receive communications from Think+ corporate related to your independent Think+ business via email, phone or authorized social media outlets including but not limited to Facebook, Instagram, etc.
- **Privacy.** Think+ respects your right to privacy and strives to comply with all applicable privacy and data protection laws. By enrolling as an Energy Advisor, you agree to the terms of Think+'s privacy policy. Whenever you submit information on the Think+ or Think website and/or Replicated Website, you consent to the collection, use and disclosure of that information as described in the privacy policy and subject to any applicable laws and regulations. Think may share your personal information with third parties to perform support services for us. However, Think will not sell your personal information collected from its website and/or Replicated Websites without your express consent. For additional information please see the Think+ privacy policy at <https://www.thinkenergy.plus/privacy>.
- **Attendance at Company Events and Meetings; Use authorized in Company media.** Think+ events and/or meetings online or offline may be recorded by the Company. Images, video and audio of people attending or participating in a Think+-related event may be used by Think+. By registering and attending a Think+-related event and/or meeting, you agree to allow Think+ to use your image, video, audio and personal information in these recordings. Also, you agree that Think+ may use your name, photograph, personal story and/or likeness in advertising or promotional materials. Energy Advisors waive all claims for compensation for such use.
- **Private Video and Recording Prohibited.** Except by the express permission of an officer of the Company, audio, video and cellular recording of Think+ special events and/or leadership calls that discuss Think+'s private and confidential information is strictly prohibited as they are governed by an all-rights-reserved copyright policy. Moreover, unauthorized distribution of audio or video recording from company events and/or leadership calls is prohibited unless written permission is obtained from the Company. This includes all Company-related conferences, leadership or team meetings, training sessions, etc.

26. Change of Sponsor. As a rule, Energy Advisors may not change their Sponsors (the Energy Advisors under whom they are enrolled). The only means by which an Energy Advisor may legitimately change his/her Sponsor are by:

- Voluntarily canceling the Agreement in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Energy Advisor may reapply under a new Sponsor. The Energy Advisor will lose all rights to his/her former downline organization upon his/her cancellation; or

- Submitting a written request for a change of Sponsor to the Company. The Energy Advisor requesting the transfer must also submit a properly completed Sponsorship Transfer form signed by his/her immediate 10 upline Energy Advisors as well as the current 12 coded linked Energy Advisors. The Sponsorship Transfer form may be downloaded from your Energy Advisor Back-Office. Think+ reserves the right to deny any change of Sponsor request in its sole and absolute discretion.

27. Waiver of Claims. In cases wherein an Energy Advisor improperly changes his/her Sponsor, Think+ reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Energy Advisor in his/her second line of sponsorship. **ENERGY ADVISORS WAIVE ANY AND ALL CLAIMS AGAINST THINK+ AND THINK, AND THEIR OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THINK+'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ENERGY ADVISOR WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

28. Income Claims. When presenting or discussing the Think+ opportunity or Compensation Plan to a prospective Energy Advisor, Energy Advisors may not make income projections, income claims, income testimonials, or disclose their Think+ income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Think+ Energy Advisor. Nor may Energy Advisors make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Energy Advisor is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Think+ business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That an Energy Advisor (or his/her spouse) was able to quit his/her job.
- That an Energy Advisor was able to replace his/her income from a job.
- That an Energy Advisor was able to pay for a child's private school or college education due to his/her Think+ earnings.
- That an Energy Advisor was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her Think+ earnings an Energy Advisor was able to travel to exotic or expensive destinations.

The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by an Energy Advisor including, but not limited to, social media postings, websites and blogs.

29. Compensation Plan and Opportunity Claims. When presenting or discussing the Think+ Compensation Plan and/or the Think+ opportunity, Energy Advisors must make it clear to prospects that financial success in Think+ requires commitment, effort, and sales skill. Conversely, Energy Advisors must never represent that one can be successful without diligently applying themselves. Energy Advisors agree that they shall not make any representations that could lead a prospect to believe that they can be successful as an Energy Advisor without commitment, effort, and sales skill.

30. Media Inquiries. Energy Advisors must not interact with the media regarding the Think+ business or the products and services. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to the TBD marketing department.

31. Nonsolicitation. Think+ Energy Advisors are free to participate in other network marketing programs. However, during the term of this Agreement and for one year following the termination or cancellation of the Agreement for any reason, an Energy Advisor may not directly or indirectly recruit other Think+ Energy Advisors (except for the Energy Advisor's personally sponsored downline Energy Advisors) for any other network marketing business. The term "recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Think+ Energy Advisor to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the Energy Advisor's actions are in response to an inquiry made by another Energy Advisor or customer.

If an Energy Advisor is engaged in another network marketing program, it is the responsibility of the Energy Advisor to ensure that his or her Think+ business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Energy Advisor must not:

- Display Think+ promotional material, sales aids, or products or services with or in the same location as, any non-Think+ promotional material or sales aids, products, or services (Instagram, Facebook, Pinterest, and similar social media sites are exempt from this provision).
- Offer the Think+ opportunity or Think products or services to prospective or existing customers or Energy Advisors in conjunction with any non-Think+ opportunity or Think products or services.
- Offer, discuss, or display any non-Think+ opportunity or Think products or services at any Think+-related meeting, seminar, convention, webinar, teleconference, or other function.

32. Confidential Information. "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to Think+ Energy Advisors and/or Think customers: (a) that is contained in or derived from any Energy Advisors' respective Energy Advisor Back-Office; (b) that is derived from any reports issued by Think+ to Energy Advisors to assist them in operating and managing their Think+ business; and/or (c) to which an Energy Advisor would not have access or would not have acquired but for his/her affiliation with Think+. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Think+ and is provided to Energy Advisors in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Energy Advisor's use in building and managing his/her Independent Think+ business.

33. Handling Personal Information. If an Energy Advisor receives Personal Information from or about an Energy Advisor, a prospective Energy Advisor, a Think customer, or a prospective Think customer, it is the Energy Advisor's responsibility to maintain the security of the Personal Information. The Energy Advisor should shred or irreversibly delete the Personal Information of others once the Energy Advisor no longer needs it. Personal Information is information that identifies or permits a person or entity to contact an individual. It includes the name, address, email address, telephone number, credit card information, social security or tax identification number, and other information associated with these details, of another person including customers, potential customers, Energy Advisor s, and prospective Energy Advisor s.

34. Limitations on Energy Advisor and Household Businesses. An individual may own, operate, control, or have an interest in, only one Think+ business, and there may be no more than two Think+ businesses per household. If there are two Think+ businesses in a household, both businesses must have the same Sponsor, or one of the businesses in the household must be the immediate Sponsor of the other. A "household" is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption or otherwise). Dependent children attending school away from home are considered part of the household. Think+ will consider exceptions to this policy on a case-by-case basis upon written request submitted to the Compliance Department at networkcompliance@thinkenergy.plus.

35. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Energy Advisor engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Energy Advisor. "Knowledge" of misconduct is not limited to actual knowledge. If an Energy Advisor engages in acts or omissions that the Energy Advisor knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Energy Advisor, the Energy Advisor shall be deemed to have knowledge of the violation.

36. Negative Comments/Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Energy Advisors. Therefore, Energy Advisors must not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Energy Advisors about Think+, Think, their respective owners, officers, directors, management, employees, other Think+ Energy Advisors, or the Compensation Plan. Disputes or disagreements between any Energy Advisor and Think+ shall be resolved pursuant to the Dispute Resolution and Arbitration Policies, and the Company

and Energy Advisors agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum. Complaints and concerns about Think+ should be directed to the Customer Service Department at easupport@thinkenergy.plus.

37. Customer Sales/Enrollments. The Think+ Compensation Plan is based on the enrollment of customers by Energy Advisors. Energy Advisors must fulfill personal and downline organization customer enrollment requirements (known as "Team" customers) as specified in the Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

38. Transaction Submission Integrity. It is essential to the success of the Company, its Energy Advisors, and customers, that submissions of transactions to the Company maintain integrity of communication. It is to be expected that all transactions submissions to the Company, including, but not limited to, Energy Advisor applications and enrollments, Energy Advisor communications, Energy Advisor financial transactions, and Think customer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of any and all transactions submissions is prohibited. An Energy Advisor may not communicate any transactions submissions on behalf of another Energy Advisor, Energy Advisor applicant, or Think customer. An Energy Advisor may not use his or her credit card or bank account on behalf of another individual or Energy Advisor. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, etc.

39. Bonus and Commission Qualifications and Accrual. An Energy Advisor must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Energy Advisor complies with the terms of the Agreement, Think+ will pay commissions to such Energy Advisor in accordance with the Compensation Plan. The minimum amount for which Think+ will issue a commission and/or bonus payment is \$15. If an Energy Advisor's bonuses and commissions do not equal or exceed \$15, the Company will accrue the commissions and bonuses until they total \$15. Payment will be issued once \$15 has been accrued. An Energy Advisor will be charged a \$0.99 payment processing fee for each time the Energy Advisor receives a bonus or commission payment.

Notwithstanding the foregoing, all commissions, bonuses or other compensation owed an Energy Advisor, regardless of the amount accrued, will be paid at the last pay period of each calendar year or upon the termination of an Energy Advisor's Energy Advisor Agreement.

40. Adjustment to Bonuses and Commissions. Commission and bonus payments issued to Energy Advisors are subject to the following adjustments:

- **Customer Cancellations.** If a customer cancels their Think services within 90 days of achieving active status as a customer, all commissions paid to the Energy Advisor who enrolled/referred the customer and any upline Energy Advisors will be withheld from future commission payments to the Energy Advisor and any upline Energy Advisors until the full amount of the commission is recaptured.
- **Customer Chargebacks.** If a customer initiates a chargeback on Think service charges and the chargeback is upheld by the customer's credit card company, any commission, bonuses, or overrides paid to the enrolling/referring Energy Advisor and any upline Energy Advisors on the charged back transaction will be recovered by the Company from future commission, bonus, and override payments to the Energy Advisors until the full amount of such commissions, bonuses, and/or overrides is recaptured.
- **Garnishments/Court Orders.** Think+ reserves the right to withhold or reduce any Energy Advisor's compensation payments as it deems necessary to comply with any garnishment or court order directing TBD to retain, hold, or redirect such compensation to a third party.
- **Payment Processing Fee: Think+ will impose a \$0.99 processing fee for each deposit into the Energy Advisor's E-Wallet (which will be provided by PayQuicker and subject to change at the sole discretion of Think+).**

41. Right of Offset. An Energy Advisor is not required to subscribe to any Think product or service in order to become an Energy Advisor. However, if the Energy Advisor selects Think as the Energy Advisor's retail energy provider, billing must be paid when due. If an Energy Advisor becomes 60 days past due in paying any Think bill, the Company may, at the Company's sole option, deduct the amounts owed by the offending Energy Advisor from his or her commission check and may terminate the Energy Advisor. In addition, Think+ may offset any amount owed to Think+ or Think by an Energy Advisor against commissions or other amounts owed to such Energy Advisor by Think+.

42. Reports. All information provided by Think+ in online activity reports, including, but not limited to, personal and team sales volume (or any part thereof) and downline sponsoring activity, is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to: the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products or cancelled services; and credit card and electronic check chargebacks, the information is not guaranteed by Think+ or any persons creating or transmitting the information. ALL PERSONAL AND TEAM SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NONINFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THINK AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL, IN NO EVENT, BE LIABLE TO ANY ENERGY ADVISOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF, OR ACCESS TO, PERSONAL AND TEAM SALES VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO: LOST PROFITS, BONUSES OR COMMISSIONS; LOSS OF OPPORTUNITY; AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF THINK OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THINK OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO. Access to and use of the Company's online reporting services, and your reliance upon such information, is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to the Company's online services and your reliance upon the information.

43. Manipulation of the Compensation Plan. Think+ prohibits conduct and action which are, or may be perceived as, manipulation of the Compensation plan primarily for the purpose of qualifying for incentives, bonuses, advancement, and/or compensation paid by Think+. This prohibited conduct may include, but is not limited to: (i) purchasing and/or paying for Think products and services under an Energy Advisor's account in your downline; or (ii) placing, or encouraging the placement of, orders under customer accounts in a fraudulent, manipulative, or deceptive manner. Think+ employs robust and consistent monitoring to ensure compliance with this policy. Similarly, Energy Advisors shall not require or encourage other current or prospective customers or Energy Advisors to make any purchase from, or payment to, any individual or other entity to participate in the Think+ Compensation Plan other than those purchases or payments identified as recommended or required in official Think+ literature.

44. Refunds to Energy Advisors Upon Cancellation or Termination of the Agreement. Upon the cancellation or termination of an Energy Advisor's Agreement, the Energy Advisor may request a pro-rata refund of the most recent enrollment fee or annual renewal fee paid by the Energy Advisor. Upon the Company's receipt of such a written request to cancellation@thinkenergy.plus, the Company will issue a pro-rata refund, less a 10% processing fee, of the applicable enrollment fee or annual renewal fee. The refund will be pro-rated based on the number of whole months remaining in the initial term or renewal term, as applicable, of the Agreement. In addition, if the Energy Advisor purchased any tangible Sales Tools from the Company, the Energy Advisor may return such Sales Tools that were purchased from Energy Advisor during the 12-month period preceding the date of cancellation or termination for a refund so long as the Sales Tools are in currently marketable condition. (The one-year limitation shall not apply to residents of Louisiana, Maryland, Massachusetts and Wyoming and

Puerto Rico). Upon the Company's timely receipt of returned Sales Tools (and confirmation that the returned Sales Tools are in currently marketable condition), the Energy Advisor will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Sales Tools are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Sales Tools that are clearly identified at the time of sale as nonreturnable, closeout, discontinued, customized or as a seasonal item are not in currently marketable condition and not eligible for a refund under this policy.

45. Montana Residents: A Montana resident may cancel his or her Energy Advisor Agreement within 15 days from the date on which this application is submitted for a full refund of the enrollment fee.

46. Louisiana, Massachusetts, Puerto Rico, and Wyoming Residents: If a resident of Louisiana, Massachusetts, Puerto Rico, or Wyoming cancels the Energy Advisor Agreement, upon receipt of a written request from such canceling Energy Advisor, Think+ will refund 90% of the costs incurred by such canceling Energy Advisor to participate in the program during the one-year period immediately preceding the date of the cancellation.

47. Maryland Residents: An Energy Advisor who resides in Maryland may cancel the contract for any reason within 3 months after the date of enrollment. Upon cancellation, the Company shall issue a refund equal to 90% of the amount of the enrollment fee paid by the Energy Advisor.

48. Cancellation or Termination of the Agreement; Disciplinary Sanctions.

- **Voluntary Cancellation.** A participant in the Think+ marketing plan (an Energy Advisor) has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at cancellation@thinkenergy.plus and the written notice must include the Energy Advisor's name, address, and Energy Advisor I.D.
- **Suspension or Cancellation for Non-Payment.** An Energy Advisor's failure to pay any required annual renewal fee when due may result, at the Company's sole and absolute discretion, in the suspension or termination of the Agreement. In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically terminated.
- **Involuntary Cancellation/Termination; Disciplinary Sanctions.** Violation of any term of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Energy Advisor that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of this Agreement, and/or any other disciplinary measure that Think+ deems appropriate to address the misconduct. In situations deemed appropriate by Think+, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Dispute Resolution and Arbitration Policies.
- **Effect of Cancellation.** So long as an Energy Advisor remains active and complies with the terms of the Agreement, Think+ shall pay bonuses and commissions to such Energy Advisor in accordance with the Compensation Plan. An Energy Advisor's bonuses and commissions constitute the entire consideration for the Energy Advisor's efforts in generating sales and all activities related to generating sales on their downline organization.

An Energy Advisor whose business is cancelled for any reason will lose all Energy Advisor rights, benefits, and privileges. This includes the right to represent yourself as an Independent Think+ Energy Advisor, to sell Think products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Energy Advisor and the Energy Advisor's former downline sales organization. There is no whole or partial refund for tangible sales kits or Sales Tools that are not currently marketable if an Energy Advisor's business is cancelled. Please see the refund policy at Policy 44 for further details regarding refunds.

An Energy Advisor whose Energy Advisor Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

If at the time of the cancellation of the Agreement the Energy Advisor is also an active Think customer, the canceled Energy Advisor's customer status shall continue in force unless the Energy Advisor specifically requests that his or her customer agreement be canceled (which may be subject to early termination fees if applicable).

49. Indemnification. An Energy Advisor is fully responsible for all their verbal and written statements made regarding the Think+ business opportunity, Think products and services and the Think+ Compensation Plan that are not expressly contained in the official Think+ and Think materials. Each Energy Advisor agrees to indemnify Think+, Think and any of Think+ or Think's directors, officers, employees and agents and hold them harmless from any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Think+ or Think incurs resulting from or relating to any act or omission by the Energy Advisor that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Think+ may elect to exercise its indemnification rights through withholding any compensation due the Energy Advisor. This right of setoff shall not constitute the Company's exclusive means of recovering or collecting funds due Think+ or Think pursuant to its right to indemnification. This provision shall survive the termination of the Agreement.

50. Business Transfers. Energy Advisors in good standing who wish to sell or transfer their business must receive Think+'s prior written approval before the business may be transferred or sold. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred or sold unless and until the disciplinary matter is resolved. Requests to transfer or sell a business must be submitted in writing to the Compliance Department at networkcompliance@thinkenergy.plus. The request to transfer or sell will be denied if the business is not in good standing or if there is another reasonable reason for denying the request. Prior to transferring or selling a business to a third party, the Energy Advisor must offer Think+ the right of first refusal to purchase the business on the same terms as negotiated with a third party. If the prospective buyer is an active Energy Advisor, he or she must first terminate his or her Energy Advisor Business and wait (6) calendar months before acquiring any interest in a different Think+ Energy business. The Company shall have ten days to exercise its right of first refusal. An Energy Advisor who has transferred or sold his or her independent Think+ business to a third party must wait a minimum of six (6) months from the date of the sale or transfer before re-enrolling as an Energy Advisor.

51. Transfer Upon an Energy Advisor's Death. Transfer Upon an Energy Advisor's Death. Upon the death of an Energy Advisor, the Energy Advisor's Think+ business may be passed to his/her heirs. The beneficiary or transferee of the business must notify Think+ of their intention to receive the transfer of the business within six (6) months of the date of death. If Think+ receives no such notification within such time period, the Agreement shall be automatically cancelled. Prior to the actual transfer of the business, the beneficiary or transferee must provide Think+ with certified letters testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Think+ Energy Advisor Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or transferee, or the Agreement will be cancelled. Because Think+ cannot divide commissions among multiple beneficiaries or transferees, if there are multiple beneficiaries or transferees of the business, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) and submit a Think+ Energy Advisor Agreement in the name of the business entity. Upon the completion of these requirements, Think+ will transfer the business and issue commissions to the individual beneficiary or business entity. During the pendency of the actual transfer of the business, commission and bonus payments (if any are earned) will be issued in the name of the estate of the deceased Energy Advisor. The beneficiary of the business shall be responsible for the payment of all monthly and renewal fees that may have accrued but not been paid during the pendency of the transfer. Failure to pay these fees shall result in the termination of the Agreement.

52. Divorce of an Energy Advisor. Think+ is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Think+ will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Think+

business must also execute and submit a Think+ Energy Advisor Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

53. Dissolution of a Business Entity. If a business entity that operates a Think+ business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Think+ business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the Think+ business must also execute and submit a Think+ Energy Advisor Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Agreement will be cancelled. If the business entity wishes to sell or transfer its Think+ business to an individual or entity who was not previously recognized by the Company as an owner of the business entity, it must do so pursuant to Policy 50.

54. Grandfathering. Think+ reserves the right, at its sole discretion, to grandfather Energy Advisors at ranks other than the ranks that they have achieved in the Compensation Plan.

55. Inducing Energy Advisors to Violate the Agreement. Energy Advisors shall not directly or indirectly induce, encourage, or assist another Energy Advisor to violate the Agreement.

56. Reporting Errors. If an Energy Advisor believes that Think+ has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Energy Advisor's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Think+ shall use its best efforts to correct errors reported more than 60 days after the date of the error, Think+ shall not be responsible to make changes or remunerate Energy Advisors for losses for mistakes that are reported more than 60 days after the mistake occurs.

57. Dispute Resolution; Arbitration. If a dispute between an Energy Advisor and Think+ arises from or relates to the Agreement, the Think+ business, the rights and obligations of either party, or the relationship between the parties, the parties shall resolve the dispute as set forth in the Think+ Dispute Resolution and Arbitration Policies, which are incorporated into and made a part of these Terms & Policies by this reference.