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October 19, 2023

Via Electronic Filing

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**Re: Application of Rhythm Retail, LLC for Approval to Offer, Render, Furnish or
Supply Electric Generation Services as a Supplier
Docket No. A-2023-3041216**

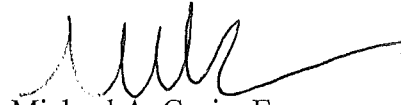
Dear Secretary Chiavetta:

Enclosed for filing as a supplement to the above-referenced Application, please find Rhythm Retail, LLC's updated customer disclosure statement, which has been approved by the Bureau of Consumer Services.

Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,

STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

cc: Jeff McCracken (via email)

Pennsylvania Fixed Price Electricity Supply Contract Summary
VALID FROM _TO_

Electric Generation Supplier Information	<p>Rhythm Retail, LLC 24 Greenway Plaza, Suite 610, Houston, TX 77046 Phone: 888-774-9846 Website: www.gotrhythm.com PUC License No.:</p> <p>You have chosen Rhythm Retail, LLC ("Rhythm") as your electric generation supplier. Rhythm is not affiliated with your Electric Distribution Company ("EDC"). Rhythm is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity</p>
Price Structure	This is a Fixed Price Contract
Generation/Supply Price	Your initial term price under this fixed rate Agreement is ¢/per kWh effective for (12) twelve billing cycles.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Contract Start Date	This agreement will begin on the date set by your electric distribution company (EDC)
Contract Duration/Length	12 billing cycles
Cancellation/Early Termination Fees	If Customer terminates this Agreement prior to the expiration of the Initial Term or any Renewal Term, an early termination fee of \$10 (ten dollars) will be charged for each whole month remaining in the Contract Term.
End of Contract	If you have a fixed duration contract that will be ending, or whenever Rhythm wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Rhythm by phone at 1-888-774-9846 or by email at support@gotrhythm.com .

**CUSTOMER DISCLOSURE STATEMENT AND
AGREEMENT TO PURCHASE ELECTRICITY
RHYTHM RETAIL, LLC
PENNSYLVANIA FIXED PRICE TERMS OF SERVICE**

Rhythm Retail, LLC. ("Rhythm") is an Electric Generation Supplier licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electricity to customers in the Commonwealth of Pennsylvania (License No. _____). Customer understands that Rhythm is not affiliated with or representing the Electric Distribution Company ("EDC") or the PUC.

Rhythm sets the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill that contains the EDC's charges and Rhythm's charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Rhythm will supply all the electricity that the Customer needs for the home or business ("Supply Service").

Definitions - Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **Transmission Charges:** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. **Non-Basic Charges:** Not Applicable to Rhythm.

- 1. Term of Service:** These Terms of Service, together with your Third-Party Verification ("TPV") and/or Customer Application, and your Contract Summary, constitute the agreement ("Agreement") between Rhythm and the customer ("you" or "Customer").
- 2. Agreement to Purchase Electricity:** This agreement serves as the agreement for electricity supply to be provided to you by Rhythm. Subject to Rhythm's acceptance of this Agreement and enrollment by your EDC you agree to become a Rhythm customer and appoint Rhythm as your limited agent to perform the necessary tasks associated with your supply service and fulfill the terms of this agreement. Rhythm agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this agreement. Your electricity will be delivered to you by your EDC. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary.
- 3. Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Rhythm by phone at 1-888-774-9846 or by email at support@gotrhythm.com.
- 4. Price and Billing:** This is a fixed price agreement. The fixed price that you will pay for electricity supply during the Initial Term of this Agreement is set forth on your Contract Summary. The prices will be effective starting with your first date of service with Rhythm

and will remain fixed for the Initial Term of this Agreement. The price for electricity generation supply may be higher or lower than the EDC's price in any particular month. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.. Rhythm will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period. This Agreement does not include your EDC's service and delivery charges.

5. **Contract Length:** Rhythm will begin providing your electricity generation beginning on the date set by your EDC. Your Agreement shall continue for the period set forth on the attached Contract Summary (the "Initial Term").
6. **Renewal:** If you have a fixed duration contract that will be ending, or whenever Rhythm wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. You will not be subject to a penalty or fee if you terminate the contract at any time between the date the options notice is issued and the expiration of the contract.
7. **Renewable Energy Plan:** If you are selecting our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from Rhythm a product that is supported 100% by renewable energy credits ("RECs"), in an amount sufficient to match your annual consumption from your EDC, in addition to the mandatory renewable portfolio standard requirements, during the term of this agreement. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. Rhythm, may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Renewable Energy Plan.
8. **Penalties, Fees and Exceptions:** You may cancel this Agreement at any time by contacting Rhythm. **If you cancel this Agreement prior to the expiration of the Initial Term or any Renewal Term, an early termination fee of \$10 (ten dollars) will charged for each whole month remaining in the Contract Term. The cancellation will become effective on a date determined by the EDC.** An early termination fee will not apply if you cancel this Agreement because you relocate outside of the Utility's service territory or to an area where Rhythm charges a different price. If you cancel this Agreement, you will be returned to the EDC's default service unless you choose another retail supplier. You will be obligated to pay for electricity and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective.
9. **Cancellation Provisions:** Rhythm reserves the right to cancel this Agreement for any reason upon by providing written notice to the Customer at the address provided. Common reasons for Rhythm to cancel this agreement would include: **Non-Payment** — If your electric service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of cancellation. **Company-initiated Cancellation** —

If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. You will be returned to your Utility's default service unless you choose another retail supplier, without penalty. **Customer-Initiated Cancellation** — If you cancel this agreement before the end of the Initial Term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above. **Customer Move** — If the customer moves from the address listed above, this agreement is cancelled. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective.

9. **Billing & Payment:** Your EDC will send you a consolidated bill for each Billing Cycle that will include your EDC's distribution charges, Rhythm's electricity supply charges, any other charges incurred in accordance with the EDC's billing and payment terms. The amount of electricity used will be measured or estimated by the EDC. Depending on the date of the meter read, your bill may be prorated. You will make all payment directly to the EDC, and your payment will be due to the EDC by the date specified in the EDC bill.
10. **Assignment:** Rhythm may assign this Agreement to another electric generation supplier without your consent, and prior to any contract assignment, Rhythm will provide you with notice that includes the name and contact number of the new supplier, the estimated month and year that the assignment is expected to occur, and confirmation that the contract terms and conditions will remain unchanged. Rhythm may assign this Agreement or your account in connection with any financing, or to anyone succeeding to all or substantially all of Rhythm's assets. You may assign this Agreement only with Rhythm's prior written consent.
11. **Disputes:** Please contact us if you have specific comments, questions, complaints bill questions or if you feel your bill is incorrect, by calling a Rhythm Customer Care Representative or email support@gothrhythm.com. Rhythm will attempt to resolve any disagreement or complaint you may have. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at 400 North St., Harrisburg, PA 17120.
12. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN PENNSYLVANIA. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
13. **Force Majeure:** Rhythm will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and

events out of Rhythm's reasonable control may result in interruptions of service. Rhythm will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Rhythm is not responsible for transmitting or distributing electricity. Therefore, you agree that Rhythm not limited to. Acts of God, changes in law, rules, or regulations or other acts of any governmental authority (including the Commission of PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond Rhythm's reasonable control.

14. Information Release: You authorize Rhythm to obtain information from the EDC related to the account including without limitation account name, account number, billing address, service address, telephone number, service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. These authorizations will remain in effect as long as the Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Rhythm at contact information provided. Rhythm will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law and will not release the customer's private confidential information to a third party without the customer's express consent.

15. Limitations of Liabilities: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. RHYTHM WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. RYTHM IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOT ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM, THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THRID-PARTY BENEFICIARIES TO THIS AGREEMENT. RHYTHM MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. RHYTHM EXPRESIVLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Contact Information:

Supplier Information: You may contact Rhythm in one of the following ways: (a) call 1-888-774-9846 or Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 9:00 a.m. to 3:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Rhythm at 24 Greenway Plaza, Suite 610, Houston, TX 77046 (be sure to include your account number(s)). (c) You may email Rhythm at support@gotrhythm.com.

Public Utility Commission: 400 North Street, Harrisburg, PA 17120, Phone: 1-800-692-7380. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at 800-6560 or www.oca.state.pa.us.

17. Taxes: Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your

performance of your obligations under this Agreement, will be paid by you. Any tax levied against Rhythm by any governmental entity that must be paid by Rhythm, exclusive of Rhythm's income tax or taxes levied on Rhythm's real or personal property, shall be passed through to and paid by you. You must provide Rhythm with any applicable exemption certificates.

18. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Rhythm shall have the right to modify this Agreement to reflect such Regulatory Change by providing written notice of such modification to the Customer in accordance with this Agreement.

19. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard for the conflicts of law provisions thereof. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both parties or in accordance with the Renewal process identified herein. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Agreement on Customer's behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to Rhythm. You should contact the EDC in the event of an electric emergency. Future correspondence may be sent by Rhythm to you via first class mail, postcard, SMS/text messaging, and/or electronic mail. This Agreement is binding upon you and Rhythm, and will further bind each of your successors and permitted assigns.

VERIFICATION

I, Michael Gruin, Counsel for Rhythm Retail, LLC verify that the information provided in the foregoing responses to data requests is true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.

A handwritten signature in black ink, appearing to read 'M. Gruin', is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Date: 10/19/23