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**VIA E-FILING**

November 16, 2023

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

**RE: Initial Supplier of Electricity Application of RESCOM ENERGY LLC (“ResCom”)  
Docket No.: A-2023-3043724**

Dear Secretary Chiavetta:

In regards to the above-referenced matter, attached please find residential and small business electric contract summary and disclosure statement which was approved by Staff on November 16, 2023.

Thank you, and please direct any questions or concerns about the information enclosed to the undersigned.

Respectfully,

*/s/ Michelle Mann*

Michelle Mann  
Director of Government Affairs and  
Regulatory Paralegal  
Feller Law Group, PLLC  
Phone: (718) 690-3480  
[Email: michellemann@feller.law](mailto:michellemann@feller.law)  
*On behalf of ResCom Energy LLC*

Attachments

## Electric Supplier Contract Summary – Residential and Small Business Customers

<b>Electric Generation Supplier Information</b>	<p><b>RESCOM ENERGY LLC</b> (“ResCom Energy” or “We” or “Us”)                  770 N. LaSalle Street, Suite 600                  Chicago, IL 60654                  License No. [ ___]  <a href="http://www.rescomenergy.com">www.rescomenergy.com</a>                  Customer Service Toll Free Number: 877-473-7266                  Customer Service Email: <a href="mailto:customerservice@rescom-energy.com">customerservice@rescom-energy.com</a>                  ResCom Energy is responsible for the generation charges shown on Customer’s bill.</p>
<b>Price Structure</b>	<p><input type="checkbox"/> Fixed    <input type="checkbox"/> Green Fixed    <input type="checkbox"/> Variable    <input type="checkbox"/> Green Variable</p> <p><input type="checkbox"/> _____% Renewable</p> <p>[If Variable] The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other market price related factors, as determined by ResCom Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and ResCom’ Energy’s costs, expenses and margins. If your product selection includes renewable energy, ResCom Energy will purchase and retire renewable energy certificates (REC’s), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity as selected above comes from renewable sources. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer’s monthly bill.</p>
<b>Generation/ Supply Price</b>	<p>[If Fixed] \$ _____ /kWh during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with ResCom Energy will be [\$_____/kWh]</p>
<b>Statement Regarding Savings</b>	The price may be higher or lower than the price offered by Customer’s electric distribution company (“EDC” or “utility”). Thus savings are not guaranteed.
<b>Deposit Requirements</b>	None.
<b>Incentives</b> (This row is only required if any special incentives are offered)	None.
<b>Contract Start Date</b>	Deliveries of electricity will start on a date set by Customer’s EDC.
<b>Contract Duration/Length</b>	<p>[If Fixed] _____ months (“Initial Term”)</p> <p>[If Variable] Variable: Month-to-Month</p>
<b>Cancellation/ Early Termination Fees</b>	<p>[If Fixed] For residential customers, there is no early termination fee associated with electric contracts for fixed-rate service. Small business customers who cancel their Contract prior to the expiration of the Initial Term, will be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by ResCom Energy of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Initial Term using the actual volumes received by Customer for the prior twelve (12)- month period as the Energy volumes used in determining damages, plus, all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Contract.</p> <p>[If Variable] There is no early termination fee associated with electric contracts for variable-rate service.</p>
<b>End of Contract</b>	<p>[If Fixed] Customer will receive two (2) advance written notices from ResCom Energy, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices.</p> <p>[If Variable] Variable: Whenever ResCom Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices.</p>
<b>Right of Recission:</b>	You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, electronically or in writing at the address listed above, within 3 business days of your receipt of your disclosure statement.

**Pennsylvania**  
*Electric Sales Agreement*  
**Residential and Small Business**

**Seller:** RESCOM ENERGY LLC  
770 N. LaSalle Street, Suite 600  
Chicago, IL 60654  
Tel: 877.473.7266

**Energy Consultant:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Buyer:**  
(company name) \_\_\_\_\_

**Tax ID#:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Electric Contract Price:**

1) Variable Monthly Rate.

2) 100% Green Variable Monthly Rate.

Agreement Term: Initial period of 1 month.

First month's rate: \_\_\_\_\_ per kWh

3) Fixed Rate \$ \_\_\_\_\_ per kWh     100% Green Fixed

Estimated Start Date: [Month] [Year]

Estimated Expiration Date: [Month] [Year] (collectively, the  
"Initial Term")

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between RESCOM ENERGY LLC (“ResCom Energy” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission and the undersigned customer (“Buyer” or “Customer” or “you”), under which Customer shall initiate electricity supply (“Energy” or “Commodity Service”) service and begin enrollment with ResCom Energy (the “Contract” and/or “Agreement”), which includes the Disclosure Statement, a recorded Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. ResCom Energy’s license number is: [insert license number] You agree to purchase electric from ResCom Energy for the Account Number(s) and Service Address(es) identified by you during the recorded Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). We set 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. Subject to the Agreement, ResCom Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by ResCom Energy, necessary to meet Customer’s requirements based upon consumption data obtained by ResCom Energy or the delivery schedule of your electric distribution company (“Utility”). Customer agrees to purchase all its Energy from ResCom Energy on a firm basis. The amount of electric supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by ResCom Energy or the Utility delivery schedule. The Utility will continue to deliver the electric supplied by ResCom Energy.

### 2. 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.

**Small Business Customer.** Person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small business, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

**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.

**3. PRICE:** The price for all energy sold under this Agreement includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. Customer usage for energy delivered under this Agreement, will be measured by the Utility.

### Electric

**Fixed Rate Price:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state and local sales tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by ResCom Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and ResCom Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

**Green Fixed Rate Price:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state and local sales tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by ResCom Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and ResCom Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

**Variable Rate Price:** For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges and ResCom Energy’s costs, expenses and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 24 below. You can contact ResCom Energy each month at 1.877.473.7266 to obtain your current rate for that day. Please remember that past prices do not indicate present or future prices.

**Green Variable Rate Price:** For green variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs (as defined below), related transmission and distribution Res/SB Electric Terms and Conditions v2 11.05.2023

charges including electricity market pricing, plus all applicable taxes, fees, charges, and ResCom Energy's costs, expenses and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months' average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 24 below. You can contact ResCom Energy each month at 1.877.473.7266 to obtain your current rate for that day. Please remember that past prices do not indicate present or future prices.

**4. BILLING:** You will receive a single bill for your Electric Distribution Company that will contain (EDC name) charges and ResCom charges. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer's service may be cancelled in accordance with the Utility's tariffs and the Customer's Agreement with ResCom Energy. ResCom Energy does not offer budget billing services. Customer has the right to request from ResCom Energy up to twenty-four (24) months of Customer's payment history for serviced rendered by ResCom Energy without charge.

**5. TERM:** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the "Initial Term").

**6. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in ResCom Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 9 below.

**7. RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired. Customer may contact ResCom Energy in writing, electronically or orally by contacting us at the contact information contained in Section 24 below.

**8. PENALTIES, FEES, EXCEPTIONS:** For Residential customers, there is no early termination fee associated with electric contracts for fixed-rate service and variable rate service. For Small Business customers who enroll in a fixed rate contract and who cancel their Contract prior to the expiration of the Initial Term, will be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by ResCom Energy of the fixed rate at the date of cancellation; and i) the estimated Energy volumes for the remainder of the Initial Term using the actual volumes received by Customer for the prior twelve (12)-month period as the Energy volumes used in determining damages, plus, all costs (including attorney's fees, expenses and court costs) we incur in collecting amounts you owe us under this Contract. For Small Business customers who enroll in a variable rate contract, there is no early termination fee.

**9. RENEWAL AND CHANGE OF TERMS:**

**Electric.** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, 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 going forward. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, whenever ResCom Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term ("Initial Term"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

**10. CANCELLATION BY RESCOM ENERGY:** During the Initial Term, ResCom Energy reserves the right to cancel this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by ResCom Energy, disability that renders the Customer of record unable to pay for ResCom Energy's service and/or the Customer of record's death.

**11. EFFECT OF CANCELLATION:** If ResCom Energy cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**12. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all ResCom Energy charges until Customer's switch to the Utility or another supplier is effective. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy 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. **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. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**13. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION.** If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in Pennsylvania. The applicable generation resource mix and environmental characteristics of the electric supply sold by ResCom Energy is available at [www.rescomenergy.com](http://www.rescomenergy.com)

**14. AGENCY:**

For electric customers, Customer hereby designates ResCom Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and ResCom Energy and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer's end-use premises. ResCom Energy, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM ResCom Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**15. DELIVERY POINT, TITLE AND TAXES:** Customer and ResCom Energy agree that title to, control of, and risk of loss to the electricity supplied by ResCom Energy under this Agreement will transfer from ResCom Energy to Customer at the Sales Point(s).

**16. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and ResCom Energy. ResCom Energy makes no representations or warranties other than those expressly set forth in this Agreement, and ResCom Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**17. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's Utility or ResCom Energy's transportation capacity, or Customer's Utility appropriation of electric etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event. If due to a change in market conditions, ResCom Energy wishes to lower the price per Ccf or Mcf charged to customer under an existing contract, we will follow applicable rules in providing notice to you.

**18. LIABILITY:** The sole remedy in any claim or suit by Customer against ResCom Energy will be direct, actual damages limited to the amount of Customer's single largest monthly bill amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER RESCOM ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**19. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of Energy to be those values reported by the Utility.

**20. DISPUTE RESOLUTION:** In the event of a billing dispute or a disagreement involving ResCom Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ResCom Energy by telephone or in writing as

provided in Section 24. If your complaint is not resolved after you have called ResCom Energy, Customer may contact the Pennsylvania Public Utility Commission at 1.800.692.7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560

**21. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of ResCom Energy. ResCom Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, ResCom Energy will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that this Agreement will remain unchanged until either the Customer or new energy supplier decides to cancel or the Initial Term renews as detailed on the Contract Summary.

**22. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from ResCom Energy, its affiliates and/or assigns, at the telephone number(s) you provide to ResCom Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the cancellation of your Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**23. INFORMATION RELEASE AUTHORIZATION:** Throughout the duration, you authorize ResCom Energy to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. We will maintain the confidentiality of your personal information, including name, address, telephone number, energy usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize ResCom Energy to release your information to third parties that need to know such information in connection with your energy service and to ResCom Energy's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Contract in the event these authorizations are rescinded.

**24. CONTACT INFORMATION:** Customer may contact ResCom Energy Service Contact Center 1.877.473.7266, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to ResCom Energy at: 770 N. LaSalle Drive, Suite 600, Chicago, IL 60654 or by email at [customerservice@rescom-energy.com](mailto:customerservice@rescom-energy.com). You may visit us online at [www.rescomenergy.com](http://www.rescomenergy.com). Shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at 1.800.690.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**25. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your Utility:

Duquesne	1.888.393.7000	MetEd	1.800.545.7741
PECO	1.800.494.4000	Penelec	1.800.545.7741
Penn Power	1.800.720.3600	PPL	1.800.DIAL.PPL
West Penn Power	1.800.686.0021		
UGI Utilities	1.800.276.2722		

**26. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**27. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**28. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following cancellation of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of ResCom Energy.

**29. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) ResCom is not a "Utility" as defined in the

Code; (d) Commodity supply will be provided by ResCom under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not ResCom, is responsible for responding to service problems or emergencies should they occur.

**30. 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 (“Change in Law”) which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, NYISO agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases ResCom’s costs (“Change in Practice”), ResCom shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change. ResCom shall provide written notice of such modification to the Customer.

If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby ResCom is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if ResCom is unable to economically continue this Agreement, ResCom shall have the right to cancel this Agreement on 30 days’ notice to Customer.

**31. COMMUNICATIONS WITH CUSTOMER.** Customer acknowledges that ResCom may send communications to Customer at the Customer’s email address provided by the Customer. If Customer does not consent to receive communications by email, Customer may contact ResCom at the information provided above. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the Local Utility issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, ResCom is authorized to send unencrypted email messages to Customer and/or Customer’s authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for ResCom to perform its obligations under this Agreement.