

**John Smith**  
**123 South Street**  
**Cincinnati OH 60608**

**June 1, 2023**

**SERVICE ADDRESS**

123 South Street  
Cincinnati  
OH  
60608

**CONTACT PERSON**

John Smith

**UTILITY ACCOUNT NUMBER**

001230123

**YOUR UTILITY**

Duke

**COMMODITY**

Electric

**RATE AND PLAN**

\$0.0485 fixed for 3 months,  
followed by variable based  
on market conditions.

Dear **John**,

Congratulations and thank you for your recent enrollment to ResCom Energy's energy supply program, we are thrilled to have you as a value customer! This notice confirms that your energy supply will be provided by ResCom Energy.

Duke Energy ("Duke" or "Utility") will continue to be your utility company.

This means that Duke Energy will still deliver your electricity, and ResCom will supply it. Duke will continue to read your meter, provide maintenance for any issues with your utility service, as well as send and manage your monthly billing. In the event of an outage, please contact Duke at 800-543-5599.

Below, we have provided you with a summary of your enrollment. If you have any questions, our dedicated Customer Care team is happy to help! We can be reached Monday – Friday between the hours of 9:00 a.m. and 5:00 p.m. Eastern at 877-4RESCOM (877-473-7266) or at [customerservice@rescom-energy.com](mailto:customerservice@rescom-energy.com).

Be on the lookout for continued correspondence regarding additional benefits you have access to as a valued member of the ResCom family including our rewards program.

We know you have many options when choosing an energy provider, on behalf of our entire team, thank you again for choosing ResCom!

**YOUR RESCOM ENERGY TEAM**



Now that your enrollment is complete, here's what to expect:

**GREAT RATES AND THE BEST CUSTOMER SERVICE IN THE INDUSTRY!**

Duke Energy has been notified of your request to have ResCom Energy supply your electricity. Once your account is processed and your next meter read is completed ResCom Energy will begin to supply your electricity. \*

Because Duke customers are billed for their previous month's electricity usage, it will take one full billing cycle before you see ResCom Energy on the supply portion of your Duke bill. This information will appear on your bill as seen in the example on the right.

Although not typical, the switch can take up to 60 days to occur. For example, if you were to enroll with ResCom on June 6<sup>th</sup> and your next meter read date is 10 days later on June 16<sup>th</sup>, your account would not be fully processed until your next meter reading, which would be in July. In this case, you wouldn't see ResCom Energy as the electricity supplier on your bill until August.

Please note, a message about ResCom Energy may appear on your Duke bill the month *prior* to receiving your updated ResCom rate. This message is us letting you know that the bill is still under your current supplier and rate, and that your next bill will be with us as your electricity supplier!

As your energy supplier we will continuously monitor your enrollment to ensure that you are able to take advantage of your new rate as soon as possible. If you have any questions about the enrollment process our customer service team is available to answer your questions at 1-877-4RESCOM (1-877- 473-7266) or at customerservice@rescom-energy.com.

**Your Updated Duke bills will look like:**

The screenshot shows a Duke Energy bill for JOHN DOE at 0000 STREET, CITY ST 00000-0000. The bill includes a table for 'Explanation of Current Charges' with the following data:

Item	Amount	Total
Gas Meter - Duke Energy	41.89	41.89
<b>Total Current Gas Charges</b>		<b>\$ 86.44</b>
<b>Electric Meter - 000000000</b>		
kWh Usage - 2,322		
Oct 29 - Dec 01 (33 Days)		
Duke Energy Rate RS - Residential Svc-Winter		
Distribution-Customer Chg	\$ 6.00	
Delivery Charges		
Distribution-Energy Chg	58.84	
2,322 kWh @ \$ 0.02534200	36.79	
Delivery Riders	36.79	
Total Delivery Charges	\$ 95.63	
Generation Riders	9.72	\$ 111.35
<b>Generation Charge</b>		
Electric Alternative Supplier		
Rate DKXX - Electric Alternative Supplier		
Supplier Energy Charge		
2,322 kWh @ \$ 0.05830000	135.37	\$ 135.37

**Generation Charge**  
 Electric Alternative Supplier  
 Rate DKXX - Electric Alternative Supplier  
 Supplier Energy Charge  
 2,322 kWh @ \$ 0.05830000 135.37 \$ 135.37

\*the numbers used above are for example only and may not reflect your actual charges.

**Thank you for choosing ResCom Energy to be your energy supply partner!  
 We appreciate your business and look forward to serving you!**

\*Per the utility companies (Duke Energy), your account can only be switched over to our (ResCom) service on a Meter Read date, and not on any other date within your monthly billing cycle.

## Residential and Small Commercial 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 certified by the Public Utilities Commission of Ohio and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate electricity supply (collectively, “Energy” or “Commodity Service”) service and begin enrollment with ResCom Energy (the “Contract” and/or “Agreement”), which includes the these Terms and Conditions, Telephonic Enrollment, Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. You agree to purchase electric service from ResCom Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone 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). 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 utility and/or your local distribution company (“Utility”). Customer agrees to purchase all its Energy from ResCom Energy on a firm basis. The amount of electric delivered 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. Switching fees may apply to a customer under the incumbent electric company’s tariff.

**2. PRICE; BILLING:** Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single invoice for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility invoice. ResCom Energy does not charge late payment fees. If the Customer fails to pay its Utility invoice or fails to meet any agreed-upon payment arrangement, the Customer’s service may be terminated in accordance with the Utility’s tariff’s. 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 up to twice per twelve month period.

- **Price –Fixed Rate:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and will be inclusive of sales and use tax, subject to the terms and conditions of this Agreement. 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.
- **Price – Variable Rate:** For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), 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.

**3. TERM:** This Agreement shall commence as of the next available meter reading after processing of the enrollment by the Utility and ResCom Energy and shall continue for the term set forth in the Agreement (the “Initial Term”). See also Section 6 below.

**4. 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, with your affirmative consent, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

**5. RESCISSION AND TERMINATION BY CUSTOMER:** Electric Customers will receive a confirmation notice of its choice of supplier and electric Customer’s will have seven (7) calendar days from the confirmation notice postmark to rescind the enrollment with Customer’s Utility. You may contact your Utility at the contact information contained in Section 22 below. This Agreement shall not be legally binding upon the Customer until the seven (7) calendar day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded his or her Agreement. After the expiration of the rescission period, there is no early termination fee for cancelling fixed rate and variable price products. Customer’s Utility will send a confirmation notice of the transfer of service.

**6. RENEWAL:** When receiving electric supply service on a month-to-month basis, the Customer may provide written notice of termination or call ResCom Energy at: 1-877-473-7266 or call their Utility to be returned to the Utility for further service. For fixed term products, residential and small business Customers will be notified of the pending Agreement expiration between forty-five (45) and ninety (90) calendar days before the Agreement expires. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis on a variable rate **without Customer’s affirmative consent** even when there is a change in the rate or other terms and conditions.

**7. TERMINATION BY RESCOM ENERGY:** ResCom Energy reserves the right to terminate 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. In addition to any other remedies it may have, ResCom Energy may terminate this Agreement if Customer fails to pay each invoice in full within twenty (20) days of the invoice date, upon fourteen (14) days written notice to Customer. This Agreement shall automatically terminate without penalty if the requested service location is not served by the Utility, Residential and small commercial 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.

**8. EFFECT OF TERMINATION:** If ResCom Energy terminates this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective termination date will be on the next applicable meter read date. If Customer voluntarily returns to the Utility after choosing a retail energy supplier or opt-in governmental aggregator, the Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Customer may terminate the Agreement without penalty in one of the following circumstances: (1) the Customer moves outside the CRES provider's service area or into an area where the CRES provider charges a different price or (2) if the contract allows the CRES provider to terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits the CRES provider from performing under the terms of the contract.

**9. CANCELLATION:** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to two (2) billing cycles for Customer to return to the Utility for commodity supply service, and Customer is liable for all ResCom Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided.

**10. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION.** The applicable generation resource mix and environmental characteristics of the electric supply sold by ResCom Energy is available at [www.ResCom-energy.com](http://www.ResCom-energy.com)

**11. AGENCY:** 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.

**12. 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).

**13. 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.

**14. 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 a due to a change in market conditions, ResCom Energy wishes to lower the price charged to customer under an existing contract, it may do so without consent provided there are no other charges to the terms and conditions of the Agreement.

**15. 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 invoice 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.

**16. 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.

**17. 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 21 below. If your complaint is not resolved after you have called ResCom Energy, or for general Utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential Utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**18. 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, energy services company or other entity as authorized by the Public Utility Commission of Ohio.

**19. TELEPHONE 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 termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**20. INFORMATION RELEASE AUTHORIZATION:** Customer authorizes ResCom Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the Utility: consumption history, billing determinant, credit information, public assistance status, and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by ResCom Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to ResCom Energy or calling ResCom Energy at 1-877-473-7266. ResCom Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Customer's social security number, account number(s), or any customer information will not be released without the customer's expires written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. ResCom Energy is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for ResCom Energy's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

**21. 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. Eastern (contact center hours subject to change) or write to ResCom Energy at: 770 N LaSalle, 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.ResCom-energy.com](http://www.ResCom-energy.com). Customer service number for the utility is provided below:

Duke Energy 1-800-634-4300

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

Duke Energy 1-800-634-4300

**23. 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 State of Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

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

**25. INTENTIONALLY LEFT BLANK**

**26. 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) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

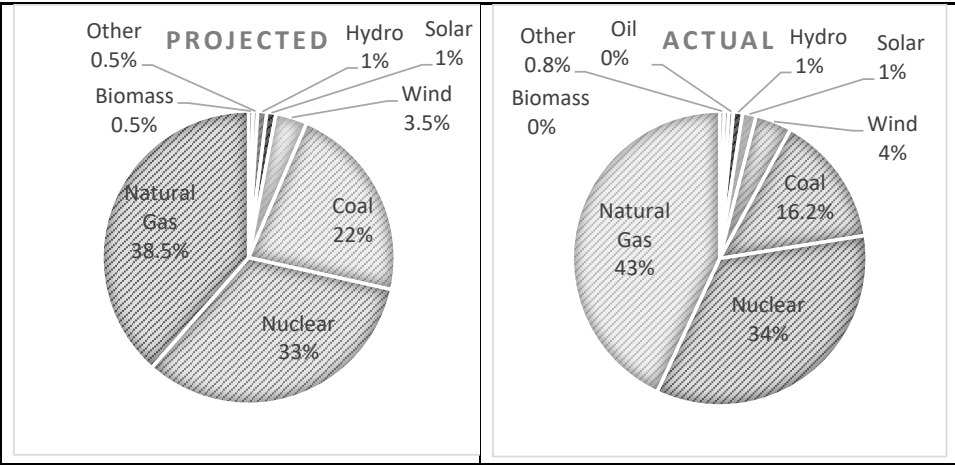
**Environmental Disclosure Information – Quarterly Comparisons**

**ResCom Energy, LLC**

**Projected Data for the 2023 Calendar Year**

**Actual Data for the Period 01/01/23 to 6/30/23**

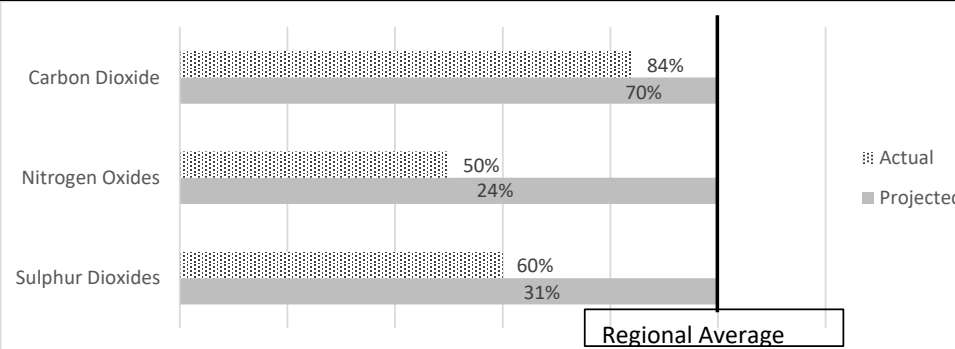
**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



**Environmental Characteristics–**  
A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions –**  
Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



**Radioactive Waste –**  
Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact **ResCom Energy, LLC** at [customerservice@rescom-energy.com](mailto:customerservice@rescom-energy.com) or **877-473-7266**.