

**John Smith**  
**123 South Street**  
**Chicago IL 60624**

**June 1, 2023**

**SERVICE ADDRESS**

123 South Street  
Chicago  
IL  
60624

**CONTACT PERSON**

John Smith

**UTILITY ACCOUNT NUMBER**

001230123

**YOUR UTILITY**

ComEd

**COMMODITY**

Electric

**RATE AND PLAN**

\$0.0842 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.

Commonwealth Edison Company ("ComEd" or "Utility") will continue to be your utility company.

This means that ComEd will still deliver your electricity, and ResCom will supply it. ComEd 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 ComEd at 800-334-7661.

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!**

It will take approximately 15-20\* business days for ResCom Energy to process your account. Once complete, ResCom Energy will begin to supply your electricity on your next meter read date. \*\*

Because ComEd 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 ComEd 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 ComEd 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@rescomenergy.com](mailto:customerservice@rescomenergy.com).

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

The screenshot shows a ComEd bill with a total amount due of \$71.29. A yellow callout box highlights the 'SUPPLY' section, which includes:

<b>SUPPLY ResCom Energy*</b>	<b>\$31.98</b>
Electricity Supply Charge	491 kWh x 0.05865 = \$28.80
Transmission Services Charge	491 kWh x 0.01122 = \$5.51
Purchased Electricity Adjustment	491 kWh x 0.01122 = -\$2.33
<b>DELIVERY - ComEd</b>	<b>\$30.96</b>

\*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!**

\* Some accounts may take longer to process  
 \*\* Per the utility companies (ComEd), 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.

## UNIFORM DISCLOSURE STATEMENT

Name: ResCom Energy, LLC

Address: 770 N LaSalle, Suite 600, Chicago, IL 60654

Internet Address: [www.ResComEnergy.com](http://www.ResComEnergy.com)

Phone and hours of operation: 877-473-7266; Monday through Friday 9:00 a.m. – 5:00 p.m. Eastern

### Rates and Product Information

Price (in cents/kWh) and number of months this price stays in effect:	<u>\$8.42</u> for <u>3</u> months.		
Utility Electric Supply Price to Compare (PTC) (in cents/kWh):	Price:	Effective:	Expires:
	\$6.872	10/01/2023	05/31/2024
<p>ResCom Energy, LLC is not the same entity as your electric delivery company. You are not required to enroll with ResCom Energy, LLC. Beginning on (effective date), the electric supply price to compare is (price in cents per kilowatt hour). The electric utility electric supply price will expire on (expiration date). The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at <a href="http://www.pluginillinois.org">www.pluginillinois.org</a>. The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour.</p>			
Other periodic charges:	\$0.00		
Total Price (in cents/kWh) with other periodic charges:	500 kWh	1,000 kWh	1,500 kWh
	\$8.42	\$8.42	\$8.42
Length of contract:	3 months		
Price after the initial price:	<p>Variable. Your rate per kWh for electric generation service provided under this Agreement may change each month based upon wholesale market conditions as they exist at the time. The variable rate may go up or down and the rate may be higher or lower than the electric utility's rate during any given period. The current rate per kWh price and history for the life of the product are available at the website and number above.</p>		
<b>Contract Renewal</b>			
Contract Renewal:	<p>We will send you advance notice at 30-60 days before the expiration date. We will explain your options in this advance notice including how you can choose to renew your service with ResCom. If we do not receive a response by the end of your Term, your service will automatically continue on a variable rate plan month-to-month.</p>		
<b>Right to Rescind and Terminate</b>			
Rescission:	<p>You have a right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility's written notice confirming the switch of your supplier. You may call us at 877-473-7266 or your utility at 800-334-7661 to rescind.</p>		

Termination:	You have the right to terminate an agreement with an alternative retail electric supplier <b>AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES</b> . You may call us at 877-473-7266 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.
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This is a sales solicitation and the seller is ResCom Energy, LLC, an independent retail electric supplier. If you enter into a contract with the seller, ResCom Energy, LLC will be your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or consumer group program, unless the ARES is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body, unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the price to compare (PTC) of your electric utility and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

Date of Solicitation: \_\_\_\_\_

Agent ID: \_\_\_\_\_  
Agent Name: \_\_\_\_\_

Name: ResCom Energy, LLC  
 Address: 770 N LaSalle, Suite 600, Chicago, IL  
 60654 Internet Address: [www.ResComEnergy.com](http://www.ResComEnergy.com)  
 Phone and hours of operation: 877-473-7266; Monday through Friday 9:00 a.m. – 5:00 p.m. Eastern

**Illinois Disclosure Statement and Terms of Service; Residential and Small Commercial; Fixed Rate Plan**

Charges for service	Your rate will be \$ 0.0842 for 3 months.		
Fixed Monthly Charge	N/A		
Estimated total bill including your selected rate, is multiplied by each threshold shown to provide you with your estimated total bill for ResCom Energy charges. The fixed monthly charge is not the total monthly amount for electric service and what will be charged on your bill. Our rate does not include taxes or utility charges for delivery.	500 kWh	1,000 kWh	1,500 kWh
	\$42.10	\$84.20	\$126.30
Term	<p><u>3</u> Months. <b>AUTOMATIC CONTRACT RENEWAL:</b> You will receive advance notice at 30-60 days before the expiration date of your Term. Your notice will explain your options in this advance notice including how you can choose to renew with ResCom Energy. If ResCom Energy does not receive a respond by the end of your Term, your service will automatically continue on a variable rate plan month-to-month. Variable rates may go up or down and the rate may be higher than the Electric Utility’s Price to Compare (“PTC”) during any given period.</p>		
Early Termination Fee:	<p>You also have the right to terminate an agreement with ResCom Energy (<b>ARES</b>) <b>AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES.</b> You may call us at (877) 473-7266 during business hours (Monday-Friday, 9:00am - 5:00pm Eastern) to terminate your Agreement. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other services provided by the alternative retail electric supplier.</p>		
Deposit/Prepayment Required	N/A		
Fees for switching to ResCom Energy	N/A		
Savings	ResCom Energy does not guarantee savings in comparison to rates offered by your local utility.		
Rescission	<p>You have a right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility’s written notice confirming the switch of your supplier. You may also call us at (877) 473-7266 during business hours (Monday-Friday, 9:00am - 5:00pm Eastern), or your utility, (ComEd) at (800) 334-7661 to rescind.</p>		

This is a sales solicitation and the seller is ResCom Energy, LLC, an independent retail electric supplier. If you enter into a contract with the seller, ResCom Energy, LLC will be your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or consumer group program, unless the ARES is, through the consumer group, offering services at prices, terms and conditions that are available solely to members of that organization, or a governmental body or program of a governmental body,

unless the ARES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements.

Your electric utility remains responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of the electricity supplier.

ResCom Energy can be contacted at (877) 473-7266 during business hours (Monday-Friday, 9:00am - 5:00pm Eastern). You may also contact your utility, (ComEd) at (800) 334-7661, and the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795.

A summary document entitled 'The Uniform Disclosure Statement' (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.

### **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 Illinois Commerce Commission 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:** ResCom Energy does not charge any fees for a Customer to switch to ResCom Energy for supply service. 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 and the Customer's Agreement with ResCom Energy. ResCom Energy does not offer budget billing services. ResCom Energy does not require a pre-payment or deposit from Customer.

**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 include estimated state taxes including any applicable gross receipts tax and applicable state and local sales taxes, 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), 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. Variable rates may go up or down and the rate may be higher than the Electric Utility's Price to Compare ("PTC") during any given period.

Customer is responsible for any and all taxes (whether passed through to you on the Utility's bill as a separate line item or as part of the price of electricity, as required by law, rule, or regulation) and Utility charges for delivery and distribution services. Except as otherwise provided in this Agreement or as 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. If you are a tax-exempt entity, you must provide ResCom Energy with the necessary certificates and other documentation to qualify for such status.

**3. TERM:** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ResCom Energy is deemed effective by the Utility 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, at our option, 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:** You will receive a confirmation notice of your choice of supplier and you will have ten (10) calendar days after the date of the Utility's written notice to you confirming the switch. You may contact ResCom Energy or your Utility at the contact information contained in Section 22 below. This Agreement shall not be legally binding upon the Customer until the ten (10) 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 will receive written notification from the electric Utility confirming a switch to the Customer's electricity supplier.

**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 thirty (30) and sixty (60) calendar days before the Agreement expires. If Customer does not respond to ResCom Energy's renewal notice, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis on a variable rate even when there is a change in the rate or other terms and conditions.

**7. TERMINATION BY RESCOM ENERGY:** During the Initial Term, 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.

**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 be charged a price other than the Utility's applicable tariff rate. Customer may terminate the Agreement without penalty or fees at any time.

**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 trued-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.ResComEnergy.com](http://www.ResComEnergy.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. Additionally, Customers may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795. You may also contact your utility (ComEd) at 1-800-334-7661.

**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 Illinois Commerce Commission.

**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, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled 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. Customer's execution of this Agreement shall constitute authorization for the release of this information to ResCom Energy. 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.

**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@ResComEnergy.com](mailto:customerservice@ResComEnergy.com). You may visit us online at [www.ResComEnergy.com](http://www.ResComEnergy.com). Customer service number for the utility is provided below:

ComEd 1-800-334-7661

**22. EMERGENCY SERVICE:** Your electric utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. In the event of an

electric power outage or other emergency, please use the following toll-free number to directly contact your Utility:

ComEd

1-800-334-7661

**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 Illinois. This Agreement shall be construed under and shall be governed by the laws of the State of Illinois 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.



<b>Automatic Contract Renewal</b>	
<b>Estimated bill cycle on which the initial contract term expires:</b>	<b>[Date – must be in 12 bold font]. This date could be later based on when the utility accepts the initial enrollment.</b>
<b>Estimated bill cycle on which the new contract term begins:</b>	<b>[Date – must be in 12 bold font], which will immediately follow the last billing cycle of the current term.</b>
<b>Procedure to terminate the contract before the new contract term applies:</b>	<b>If you do not wish to be automatically transferred to ResCom Energy's month-to-month product and pricing, please contact us no later than 30 days before the expiration of your initial term plan, by contacting us at (877) 473-7266, Monday – Friday from 9:00 a.m. to 5:00 p.m. Eastern.</b>
<b>Cancellation:</b>	<b>You may terminate your service with ResCom Energy, LLC by contacting us at (877) 473-7266, Monday – Friday from 9:00 a.m. to 5:00 p.m. Eastern. There is no early termination fee or penalties associated with your plan.</b>