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March 4, 2024

Via Hand Delivery

Gary A. Pudles
President & CEO
AnswerNet
3930 Commerce Avenue
Willow Grove, Pennsylvania 19090

**Re: Opinion Letter in Response to Supreme Court of Maryland Decision:
*In the Matter of Smart Energy Holdings LLC, No. 1, Sept. Term, 2023 (filed Feb. 22, 2024)***

Mr. Pudles,

As you are aware, on February 22, 2024, the Maryland Supreme Court issued an opinion in *In the Matter of Smart Energy Holdings LLC*, No. 1, Sept. Term, 2023 (filed Feb. 22, 2024) finding that the Maryland Telephone Solicitations Act (“MTSA”) “applies to sales made over the telephone where a consumer places a telephone call to the merchant in response to a merchant’s marketing materials unless the transaction falls within one of the statutory exemptions outlined in [Maryland Code] Commercial Law § 14-2202.”

The Court’s holding now places “inbound” telephone calls within the scope of the MTSA’s requirement that a contract made pursuant to a telephone solicitation must, “be reduced to writing and signed by the consumer.” Maryland Code Commercial Law § 14-2203.

Pursuant to the Maryland Uniform Electronic Transactions Act, an electronic signature satisfies a statutory signature requirement. Maryland Code Commercial Law § 21-106.

Legal recognition of electronic records, electronic signatures, and electronic contracts.

(a) In general.- A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.

(b) Electronic contract.- A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.

(c) Electronic record.- If a law requires a record to be in writing, an electronic record satisfies the law.

(d) Electronic signature.- If a law requires a signature, an electronic signature satisfies the law.

Gary A. Pudles

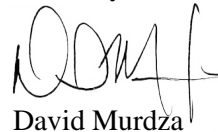
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Accordingly, it is the opinion of the AnswerNet Legal Department that the Company's third-party verification ("TPV") contract generator software, which is part of the Focus platform and reduces a transaction to writing and records a consumer's electronic signature, sufficiently satisfies the signature requirement of the MTSA for transactions made over the telephone, including those transactions resulting from "inbound" consumer telephone calls.

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Sincerely,

A handwritten signature in black ink, appearing to read "DMF", with a horizontal line extending to the right.

David Murdza

DMM/eml