

answerNet

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March 4, 2024

Via Hand Delivery

Gary A. Pudles
President & CEO
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**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.*

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,



David Murdza

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