

## Terms of Service

The following Terms of Service (TOS) will apply to residential and small commercial customers who select BKV-BPP Retail LLC (also doing business as BKV Energy or BKV Retail Power) as their Retail Electric Provider (REP). This TOS, combined with Your Rights as a Customer (YRAC), Electricity Facts Label (EFL), and enrollment documentation collectively constitute your contract for service (Contract). As your REP, BKV Energy will arrange for the delivery of electricity from your Transmission Distribution Utility (TDU) to your service location pursuant to this Contract. Throughout this Contract BKV BPP Retail LLC may be referred to using the words “BKV Energy”, “we,” “us,” and “our” and the Customer may be referred to using the words “you” and “your”.

### 1. Contact

BKV-BPP Retail LLC d/b/a BKV Energy, PUCT No. 10323

CORPORATE ADDRESS:

4800 Blue Mound Road, Fort Worth, TX 76106

ADDRESS TO MAIL PAYMENTS

BKV Energy

PO BOX 660842, Dallas, TX 75266-0842

INTERNET ADDRESS: [www.bkvenergy.com](http://www.bkvenergy.com)

EMAIL: [support@bkvenergy.com](mailto:support@bkvenergy.com)

Customer Care Toll-Free: 1-855-258-4797

Customer Care Hours: 8AM-7PM, M-F, CST

To report a power outage, please select your TDU’s 24-hour service line from the list below:

- CenterPoint: 1.800.332.7143
- Oncor Electric Delivery: 1.888.313.4747
- AEP Central: 1.866.223.8508
- AEP North: 1.866.233.8508
- Texas-New Mexico Power Company: 1.888.866.7456
- Lubbock Power & Light (LP&L): 1.806.775.250

**2. Right of Rescission** If you are switching to BKV Energy from another REP, you have the right to rescind your Contract without fees or penalties of any kind by contacting us within three business days of the date you first receive your TOS. You may exercise this right by phone toll free at 1-855-258-4797, fax at 713-893-6012, or email at [support@bkvenergy.com](mailto:support@bkvenergy.com). Please provide your name, address, phone number, Electric Service Identifier (ESI-ID), and a statement that you are rescinding your Contract under the three-day Right of Rescission.

**3. Eligibility** This Contract applies to residential and small commercial customers only. Residential customers are those customers receiving service at a residential meter under the applicable TDU’s residential distribution service classification. Small commercial customers are non-residential customers with a peak demand of less than 50 kilowatts (“kW”) during any 12-month period (“Small Commercial Customer”). Customer’s eligibility for the Energy Price provided herein is based on Customer representing and warranting that Customer’s account is a residential or small commercial account. Customer agrees to notify us in advance of any change in TDU service classification or similar change in demand or consumption that may materially impact Customer’s eligibility under these TOS. We reserve the right upon receiving such notice or other information evidencing a change in eligibility to provide Customer with fourteen (14) days advance written notice of any material changes Customer will incur under the applicable TOS. You will have the right to cancel this Contract without penalty or fee prior to the date of us effectuating the change to the appropriate TOS. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice.

We do not and cannot use a credit score, credit history, or utility payment data as the basis for determining the price of residential electric service for a product with a contract term of 12 months or less. We do not and cannot deny service or require prepayment or deposit for service based on a Customer’s or applicant’s race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

We reserve the right to deny service to any applicant or Customer for any reason not prohibited by law.

**4. Product Types** BKV Energy offers the following product types. Your product will be specified on your EFL.

#### A. Fixed Rate Products

**Term and Pricing** - Fixed rate products have a contract term of at least three months. Your Contract Term and Energy Charge will be as reflected on your EFL. The price of a fixed rate product may only change during a contract term to reflect actual changes in TDU charges; changes to the Electric Reliability Council of Texas (ERCOT) or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs, including BKV Energy, that are beyond our control. The price may not vary from the disclosed amount to reflect changes in ancillary service charges unless the PUCT expressly designates a specific type of ancillary service product as incurring charges beyond the REP’s control for existing contracts. Price changes resulting from these limited circumstances do not require us to provide you with advance notice; however, each bill issued for your remaining Contract Term will notify you that a price change has occurred.

**Changes to Contract Provisions** - We can make non-price related changes, except for changes to the term length of your Contract, by providing you with advance notice. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. A change that benefits you may be implemented without notice.

#### B. Variable Price Products

**Term and Pricing** - Variable price products have a contract term of thirty-one (31) days or less and a price that may vary without advance notice according to a method determined by the provider. The price of a variable price product can change after the first billing cycle at the discretion of the provider without contacting the customer first. Your EFL contains specific information about how your price can change.

**Changes to Contract Provisions** - We can make non-price related changes to the provisions or pricing formula of your Contract, except for changes to the term length of your Contract, by providing you with advance notice. We will notify you at least fourteen (14) days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. A change that benefits you, such as a price reduction, may be implemented without notice.

**5. Pricing** BKV Energy will bill you the Energy Charge for your Contract Term. Your Energy Charge is a per kWh charge as set forth in the Electricity Price section of your EFL and includes the cost and charges for electricity supply, any electric energy losses, congestion charges, scheduling services, ERCOT-imposed administrative fees, any imbalance charges, ancillary services, and market default and uplift securitization charges related to Winter Storm Uri. Your Contract Term is also as set forth on your EFL. We will bill you for your TDU Delivery Charges, which will be passed through to you at cost and are subject to change during or after the Contract Term.

We will also bill you for your Base Charge (if applicable), sales taxes, Miscellaneous Gross Receipts Tax Reimbursement, Public Utility Commission (PUC) Assessment Reimbursement, and any other applicable late fees or non-recurring fees charged by the TDU or us. You are responsible for and your bill will include all applicable federal, state and local taxes and charges.

**Demand Charges for Small Commercial Customers:** If you are a Small Commercial Customer and have demand-metered electric service, we will pass through any demand charges from your TDU as stated in your EFL. Demand charges (if applicable) will be calculated by your TDU and are based on your maximum 15-minute demand (expressed in kW) as measured on the TDU distribution system each month. Any applicable demand charges are assessed by your TDU and will be passed through to you on your monthly invoice.

**Base Monthly Charge AND Minimum Usage Charge:** Depending on the plan you select, you may be subject to a Base Monthly Charge and/or a Minimum Usage Charge in addition to your Energy Charge and any applicable Demand Charges. A Base Monthly Charge, if applicable, will be a specified fee applied to your bill each month. A Minimum Usage Charge, if applicable, will be a specified fee applied to your bill if your actual consumption falls below the threshold set forth on your EFL in any given billing cycle. For Billing Cycles less than 30 days the Base Monthly Charge and/or Minimum Usage Charge (if one is shown on your EFL) may be prorated based on the number of days in the billing cycle. A billing cycle may be less than 30 days but the Base Monthly Charge and/or Minimum Usage Charge (if one is shown on your EFL) will not be prorated if assessed. The amount and applicability of such charges will be set forth in your EFL.

If you are exempt from gross receipts or sales tax, it is your responsibility to provide us with this information along with any tax exemption documents so that we may apply any necessary exemption to your account. Your price may vary solely to reflect actual changes in TDU Delivery Charges, changes to the ERCOT administrative fees, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on BKV Energy that are beyond our control.

**Presentation of the charges** - The Energy Charge, Base Charge, TDU non-recurring or special charges, sales taxes, BKV Energy non-recurring discretionary charges, TDU Delivery Charges, Miscellaneous Gross Receipts Tax Reimbursement, PUC Assessment Reimbursement, and any other charges will appear as separate items on your bill.

We do not charge for service initiation, regardless of method. However, the TDU providing electricity delivery to your service location charges fees for service connection for switch of service from one REP to another and for move-ins of new service. Additional fees apply from the TDU for priority move-ins, date-specific switches or move-ins, and off-cycle switches, which enable your service to start earlier or on a specific date. Current rate schedules for each TDU service area are provided under the Itemization of Non-Recurring Charges for Service section in this document.

**6. Contact Term** The price for electricity for the Contract Term of this Contract is as set forth in the EFL. Your service under this Contract will begin on your meter reading date set by your TDU.

**CONTRACT RENEWAL:** For term products (other than month to month products), we will send three contract expiration notices before the end of your Initial Term. The final notice will be sent at least 14 days prior to the end of the Initial Term and will include information about any available renewal offers, your renewal terms, and the EFL for your renewal product. If you cancel your contract with more than 14 days remaining in your term, an Early Termination Fee in an amount as stated in your EFL (if applicable) will apply. If you fail to renew your agreement with us your service will automatically continue on a default renewal product which is a variable price month-to-month product whose price will be determined at our sole discretion until cancelled by you or us. You may cancel the month to month product at anytime without penalty.

**7. Billing** You will be billed monthly for your electricity service. We will not charge a fee to issue a standard bill that complies with the bill content requirements of PUCT Substantive Rules §25.479 via U.S. Mail. (<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.479/25.479.pdf>) However, we may charge a fee or offer a discount if you select electronic invoicing or another non-standard bill and delivery arrangement.

Bills will be issued within thirty (30) calendar days of obtaining meter usage and other billing information from the TDU except in circumstances where usage information requires additional verification. We may bill you based on estimated usage-related information in the absence of actual meter readings from the TDU. We will provide you a true-up of your estimated electricity usage as compared to your actual electricity usage the following month or upon receipt of actual usage from the TDU. We reserve the right to include in any subsequent bill adjustments meter read errors, miscalculation of taxes or other errors or omissions. If the TDU determines that your meter has not been delivering

accurate meter reads due to meter error or tampering you will be billed for and required to pay any recalculated charges due to replacement meter readings from the TDU. For underbillings of \$50 or more, you will have the right to pay any restated or recalculated charges in a deferred payment plan with installments equal to the number of billing months restated or recalculated. You are entitled to request one time per year copies of your billing records at no charge.

**8. Average Billing** We offer an Average Billing program to customers to assist with budgeting monthly electricity expenses. If you elect to participate in Average Billing, we will calculate your monthly bill based upon a 365-day historical average usage. If your account has no billing history under your name at the service address, we will base your Average Billing amount on the prior available historical usage associated with your service address and apply your current price to estimate your average monthly amount. If your account is delinquent in payment at the time that you begin Average Billing, you may be required to pay up to fifty (50) percent of the delinquent amount, with the remaining delinquent amount to be paid in at least five (5) installments, or at BKV Energy's option the remaining delinquent amount may be included in the calculation of BKV Energy's Average Billing amount.

We will reconcile or true-up your Average Billing amount every twelve (12) months that you are on Average Billing, or under the following circumstances: (1) your service is disconnected for non-payment, (2) you transfer your electric service to a new residence, (3) you cancel your service, or (4) you switch to conventional billing. Your true-up payment will be calculated by subtracting payments you have made since the last true-up from accumulated plan charges (including, but not limited to, energy charges, minimum usage fees and/or monthly base charges, TDU delivery charges, TDU non-recurring or special charges, any applicable late fees or BKV Energy non-recurring discretionary charges, all applicable sales taxes, and any other charges including the Miscellaneous Gross Receipts Tax Reimbursement and the PUC Assessment Reimbursement). If the result is positive, indicating the payments you have made are below total accumulated plan charges since the last true-up, we will bill your true-up payment toward your next bill. If the result is negative, indicating the payments you have made are in excess of your total accumulated plan charges since the last true-up, we will credit your account for the difference for use toward your next bill or refund the difference if you are no longer a customer.

**9. Payment and Payment Arrangements** All payments are due by the close of business on the 16th day after the date of invoice or the postmark date on the envelope, whichever is later ("Due Date"). You may be charged a fee by a third party provider to make payments using their systems, including phone, internet and cash payment centers. We accept payment by check and bank draft at no charge. If you enroll in our Automatic Bill Pay program, please continue to remit payment until your bill indicates your account has been approved and is active in such a program. Please call us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. If you are determined eligible for a deferred payment plan, you will pay 50% of the amount due and defer the remainder of the amount due in equal installments over the next five (5) months.

To qualify for a deferred payment plan, a Customer must not have defaulted under a previous deferred payment plan with us or have received more than 2 disconnection notices in the last 12 months. You will need 3 months of payment history with us prior to qualifying for a deferred payment plan. Deferred payment plans are available for customers whose bills become due during an extreme weather emergency as declared by your TDU or who were previously underbilled by \$50.00 or more and need to make installment payments. If you establish a deferred payment plan we may put a hold on your account that will prevent you from switching to another electricity supplier until the deferred balance is paid in full (Switch-hold). The Switch-hold on your account will be removed after your deferred balance is processed and paid in full. If you are disconnected for nonpayment while a Switch-hold is in place a payment will be required to resume service and you may not obtain services from another REP until you pay the total deferred balance to BKV Energy. All deferred payment plans are formalized in writing and provided to the Customer. For questions regarding an outstanding balance, please contact our Customer Care Department at 1 (855) 258-4797.

**10. Payment Delinquency Policy** We encourage you to contact us to secure an alternative payment arrangement before your account becomes delinquent and is suspended or is disconnected for nonpayment. Please contact us to discuss your eligibility for alternative payment arrangements.

Non-payment of your bill may result in the termination of this Contract or disconnection of your electric service. We may order disconnection of your electric service by requesting such disconnection from your TDU. Payments are past due if not received by the close of business on the 16th day after the date of invoice or the postmark date on the envelope, whichever is later ("Due Date"). If the 16th day falls on a weekend or holiday, then the Due Date will be the next business day after the 16th day. We will provide you with a disconnection notice in the event you don't pay your bill by its due date or make suitable arrangements with us for its payment. If payment of your past due balance isn't received within ten (10) days of the Disconnection Notice and a disconnection transaction has been processed by your TDU, your account will be charged a disconnection fee from your TDU plus a disconnect fee of \$50 by BKV Energy. If your service is disconnected and payment is not made to restore service within five (5) days of the disconnection date, your account will be subject to any early termination fees as stated on your EFL. Additional automatic payment options offered by BKV Energy include payments made directly from the checking or savings account of your choice or from a credit card.

If your account is secured with a deposit, the deposit amount will be credited to your final bill. You must remit final payment by the due date on the final bill to avoid having your account reported to a collection agency. Late, delinquent or past due balances will result in a late payment penalty equal to 5% of the month's current past due amount, less any charges for which you have already been assessed a late fee. A \$30 insufficient funds fee per transaction (or a charge equal to the maximum amount allowed by law) will be assessed to your account for any transaction not processed due to non-sufficient funds (NSF), payment stops or charge backs, or credit availability for any method of payment including checks,

bank drafts or credit card transactions. Any check or electronic transfer returned or otherwise rejected by a bank for insufficient funds will be treated as if we received no payment at all.

If you have two or more rejected payments in 12 months, we reserve the right to remove check or electronic transfer as a payment method and require future payments to be made by money order, cash, or by a secured funds credit/debit card. If you participate in our auto-bill-pay program and your payment is dishonored for any reason, We reserve the right to remove you from the auto-bill-payment program and you will no longer be eligible for any unpaid benefits, if applicable. If a payment to restore service after non-payment is returned for insufficient funds, we may suspend your service without notice.

If you fail to make timely payments of the amounts due under this Contract and we i) refer your outstanding balance to an attorney or agent for collection, ii) file a lawsuit, or iii) collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay reasonable fees and expenses (including late payment penalty, interest, administrative costs and attorney fees) that we incur during the collection process.

**11. Critical Care and Chronic Eligibility** If you or a person permanently residing in your home has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you qualify to be designated as a Critical Care Residential Customer. In addition, if you or a person permanently residing in your home has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition, you qualify to be designated as a Chronic Condition Customer.

Please advise our Customer Care Department when such service needs arise, as it is your responsibility to advise us of this need. We will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that you have a critical need for electric service, as determined through qualifying as either a "critical care residential customer" or a "chronic condition customer." To qualify as a critical care or chronic condition residential customer, you must complete an Application for Chronic Condition or Critical Care Residential Customer Status. In each case, your information will be forwarded to the TDU and on your application your physician will determine your classification as critical care or chronic condition. Qualification by your physician grants such status for chronic condition for ninety days and for critical care twenty-four (24) months, and does not relieve you from any obligation to pay us or the TDU for your electric service. We will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that disconnection of service at the premise will cause some person residing at the premise to become seriously ill or more seriously ill. However, to obtain this exemption, you must submit a letter signed by the person's attending physician attesting to the necessity of electric service to support life and/or that disconnection will cause someone to become seriously ill or more seriously ill.

This exemption from disconnection will only be in effect for sixty-three (63) days. You must apply again after the sixty-three (63) days has expired and a deferred payment plan has been fulfilled in order to avoid disconnection of service. Please be advised that in order to avoid disconnection of service this process must be taken every time you receive a disconnection notice in the mail and you are not in a financial position to pay your bill prior to the disconnection date. Critical Care or Chronic Condition qualification does not guarantee an uninterrupted power supply. If electricity is a necessity, you may need to make other arrangements. Please call us at 1.877.653.5090 to request a Critical Care or Chronic Condition eligibility form. You may also obtain the Application for Chronic Condition or Critical Care Residential Customer Status from the Public Utility Commission's website at <http://www.puc.state.tx.us/industry/electric/forms/critical/ccform.pdf>.

**12. Critical Load Industrial Customers, Critical Load Public Safety Customers** Please advise our Customer Care Department if your account has been designated as a Critical Load Industrial Customer or Critical Load Public Safety Customer. In such circumstances your account may be eligible for additional customer protection provisions as set forth in Texas Substantive Rule §25.497. <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>

**13. Payment Assistance** The BKV Energy Assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. This program is funded in part by contributors from BKV Energy and our employees and customers. You may contribute to this program on your bill each month. If you are in need of assistance please call 211 or contact your local health and human services department or the Texas Department of Housing and Community Affairs, which can be contacted at [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us), calling 1.877.399.8939, faxing 1.800.733.5120 or writing to TDHCA, PO Box 13941, Austin, TX 78711-3941. You may contribute to this program on your bill each month.

**14. Changes in Terms and Conditions** BKV Energy will provide you with written notice fourteen (14) days in advance of any material change in this TOS. We will not change the price or term of a fixed price product at during the Contract Term, except as outlined in your EFL. If the price of a fixed term product is changed in accordance with the provisions as stated on your EFL, each bill issued for the remainder of the Contract Term will show the changes on one or more separate line items or will include a conspicuous notice stating that the amount billed includes price changes allowed by PUCT rules. We are not required to notify of material changes that benefit you or for changes that are mandated by regulatory agencies.

**15. Cancellation or Termination of Your Electric Service** If you take actions that cancel or terminate your electric service with us under the TOS prior to the end of the Contract Term, you may be responsible to pay an Early Termination Fee (ETF), as specified in your EFL. In the event you are switching providers, termination fees will be waived if your switch occurs within fourteen (14) days of your contract expiration date. If you move from your existing service address to a new premise during the Contract Term and provide a forwarding address to us, you will not be responsible for the ETF stated in the EFL. Please provide us with written notice using the cancellation form: <https://bkvenergy.com/cancellation-notice> This signed cancellation form must be received no less than five (5) business days and no more than sixty (60) days in advance of the

requested termination date. We will use good faith efforts to cancel or terminate your service with the TDU on the requested termination date; however, we cannot be responsible if the TDU is unable to affect your requested termination date. You will be responsible for all charges incurred through the date the TDU can affect your termination.

If you cancel or terminate the TOS, our service obligations will conclude after the meter read date on which we are no longer designated as your REP or when your electric service is disconnected by the TDU. If your termination requires an off-cycle meter read or otherwise incurs charges from the TDU, you will be responsible for payment of those charges. Your obligations under the TOS will end when the outstanding balance on your account is paid in full. Cancellation or termination of the TOS does not excuse the obligation of Customer to pay outstanding balances or an ETF that may apply.

**16. Disconnection Without Notice** BKV Energy or your TDU may disconnect your service without notice if known dangerous conditions exist at the premise; where service is connected without authority by a person who has not made application for service; where service is reconnected without authority after disconnection for nonpayment; where there has been tampering with the meter or other service provider equipment; or where there is evidence of theft of service.

**17. Establishment of Satisfactory Credit** You may qualify to receive service from us by demonstrating satisfactory credit through one of the following methods: a) Provide a letter from your current or most recent REP which verifies that you have not been delinquent paying an electric bill more than once during the past twelve (12) months or had service terminated or disconnected for non-payment within the last twelve (12) months, b) Demonstrate satisfactory credit in accordance with our credit policy, c) Demonstrate satisfactory credit in accordance with our credit policy. We reserve the right to utilize credit reporting agencies to document your credit or payment history. Customers and applicants unable to demonstrate satisfactory credit may be required to pay a deposit. We may deny electric service to customers and applicants who refuse or are unable to comply with the credit and deposit requirements.

A customer or applicant who previously has been a customer of BKV Energy, and whose service was terminated or disconnected for non-payment of their electric bill or theft of service (including fraud, misrepresentation, or meter tampering) or who left a bona fide debt to us, will be required, before service is reinstated, to pay all amounts due to us, or execute a deferred payment agreement, if eligible, along with any required deposit and fees, as appropriate, and reestablish credit. If you are a victim of family violence, you may be eligible to establish service by providing your certification letter to us by fax at 713-893-6012, email at [support@bkvenergy.com](mailto:support@bkvenergy.com) or by mail at 4800 Blue Mound Road, Fort Worth, TX 76106.

**18. Deposits** Customers unable to demonstrate satisfactory credit may be required to post a deposit or other acceptable collateral to receive service. Estimated billings for an initial deposit from an applicant may be based upon a reasonable estimate of average usage for the customer class or may be based on the customer's estimation of anticipated usage or the premise's actual historical usage. The amount of deposit will not exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing. Customers who qualify for a rate reduction program may pay the deposit in two equal installments if required to pay over \$50.00. Applicants sixty-five (65) years of age and older who are not currently delinquent in paying their electric service account, applicants who have been declared a victim of domestic family violence, and applicants who have provided a letter of credit will qualify to have the deposit waived; please call us for additional information.

We will not require an initial deposit from an existing customer unless that customer, during the previous twelve (12) months of service, has been late paying a bill more than once or has had service terminated or disconnected for nonpayment. Additional deposits may be required from an existing customer if the average of your actual billings for the last twelve (12) months is at least twice the amount of the original average of the estimated annual billings; and a termination or disconnection notice has been issued or the account's electric service has been terminated or disconnected within the previous twelve (12) months. An initial or additional deposit from an existing customer will be based upon actual historical usage; to the extent it is available. If an initial or additional deposit is required for an existing customer, we may require the customer to pay the deposit within ten days after issuance of a written notice that requests such deposit, and a disconnection notice may be combined with or issued concurrently with the request for deposit. Service may be terminated or disconnected, whichever is applicable, if the additional deposit is not paid within this ten (10) day period if a written termination or disconnection notice has been issued to the customer. An initial or additional deposit may be required to add an additional service location under an existing account, or if you are transferring service from one location to another without terminating service at one location within thirty (30) days.

**19. Deposit Refund Interest** You will accrue interest on your deposit, if held more than thirty (30) days, at an annual rate established by the PUCT. Your deposit will be refunded or credited to your account when you have paid your bill for electric service for twelve (12) consecutive months without having more than two (2) late payments. When your account with us is closed, your deposit and accrued interest, less any outstanding balance owed for electric service, will be refunded to. Payment of accrued interest will be made once a year as a credit to your account.

**20. Itemization of Non-Recurring Charges** Customers are obligated to pay certain non-recurring TDU charges as required or allowed by the PUCT. Additional non-recurring TDU charges may apply during the Term and may include, but are not limited to, charges for establishing, switching, disconnecting, reconnecting or maintaining electric service. For a list of non-recurring TDU charges and rates, please review your TDU's service tariff or visit [www.puc.texas.gov/industry/electric/rates/TDR.aspx](http://www.puc.texas.gov/industry/electric/rates/TDR.aspx). BKV Energy non-recurring charges may include:

Non-Sufficient Funds Fee	\$30.00 (or the maximum allowed by the law)
Late Payment Fee	5% one time charge on past due amount
Disconnect Fee	\$50.00
Reconnect Fee	\$50.00

Early Termination Fee	\$20 per remaining month in the Contract Term, plus any enrollment incentive recovery fees as specified in EFL
Other	Credits or discounts may be offered at our sole discretion for enrolling in autopay, e-billing, or other programs

**21. Renewable Energy and Renewable Energy Credits** If you have selected a plan that includes renewable energy, we will, either directly and/or through affiliates or third parties, retire Renewable Energy Credits (“RECs”) resulting from electricity generated from renewable energy sources in an amount matching the percentage of your monthly electricity usage that you have elected to designate to offset with RECs. The percentage of renewable energy to be offset by RECs will be specified in your EFL. RECs financially support generators of renewable energy, but you will not have electricity from a specific generation facility delivered directly to your meters. We will not be liable to you or any other party for any advertising assertions made by you related to a renewable energy product including, without limitation, any claim or liability arising from a representation made as to the “green” or “carbon free” nature of the electricity or the product.

**22. Change in Law or Regulation** In the event there is a change (including a change in interpretation or application) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority including, without limitation, changes in TDU tariffs and ERCOT protocols, including those changes affecting fees, costs, or charges imposed by ERCOT or the PUCT, changes in market rules, changes in load profiles or changes in nodal and zonal definitions and such change results in us incurring additional costs and expenses in providing your electricity service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your monthly bill as a pass-through charge(s).

**23. Bankruptcy** This Contract and the transactions described herein constitute a forward contract as defined in section 101(25) of title 11 of the United States Code (the “Bankruptcy Code”). The Parties agree that BKV Energy is a “forward contract merchant” as defined in section 101(26) of the Bankruptcy Code, that the termination rights of the Parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, that any payment related hereto or made hereunder will constitute a “settlement payment” as defined in 101(51A) of the Bankruptcy Code, and that the exceptions to the applicability of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 548(d), 553(a)(2)(B)(ii), 553(a)(3)(C) and 553(b)(1) will apply. The full context of the law can be found at [http://uscode.house.gov/download/title\\_11.shtml](http://uscode.house.gov/download/title_11.shtml).

**24. Limitation of Liability** CUSTOMER ACKNOWLEDGES THAT BKV ENERGY DOES NOT GENERATE, TRANSMIT, OR DELIVER ELECTRICITY. CUSTOMER FURTHER ACKNOWLEDGES THAT BKV ENERGY DOES NOT OWN OR CONTROL ANY GENERATION, TRANSMISSION OR DISTRIBUTION EQUIPMENT. THE PARTIES AGREE THAT BKV ENERGY SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE, POWER QUALITY, OR DELIVERY ISSUE. LIABILITIES UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER BKV ENERGY NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS CONTRACT. THESE PROVISIONS SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

**25. Representations and Warranties** WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER REPRESENTS AND WARRANTS THAT HE OR SHE IS A RESIDENTIAL OR SMALL COMMERCIAL CUSTOMER AS SUCH TERMS ARE DEFINED IN CHAPTER 25 OF THE SUBSTANTIVE RULES OF THE PUCT. THE FULL CONTEXT OF THIS RULE CAN BE FOUND AT <HTTPS://WWW.PUC.TEXAS.GOV/AGENCY/RULESNLAWS/SUBRULES/ELECTRIC/>.

**26. Assignment** You may not assign this Contract, in whole or part, or any of the rights or obligations hereunder without prior written consent of BKV Energy, which consent may be withheld or granted at the discretion of BKV Energy. We reserve the right to, without your consent but with notice to you, assign your contract to another retail electric provider in the event of an acquisition, merger, bankruptcy, or other similar event. You may not assign this Contract in whole or part, or any of your rights or obligations hereunder, without prior written consent from us.

**27. PUCT Rules** PUCT Customer Protection Rules referenced can be found at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/>.

**28. Entire Agreement** The TOS, YRAC and the EFL (collectively, the “Contract”) constitute the entire agreement between you and BKV Energy and supersedes all prior communications, understandings and agreements relating to the supply of residential retail electricity service. This Contract is subject to all applicable state and federal laws and regulations. Venue for any lawsuit brought to enforce any term or condition of this Contract or to construe the terms hereof shall be exclusively in the State of Texas. This Contract shall be governed and enforced in accordance with the laws of the State of Texas. Nothing in this Contract will create or be construed as creating any express or implied rights in any person or entity other than you, as Customer and BKV Energy as REP.