

## BP ENERGY RETAIL COMPANY LLC TERMS OF SERVICE FOR NEW HAMPSHIRE<sup>1</sup>

<u>CUSTOMER'S PREFERRED FORM OF COMMUNICATION:</u> Unless otherwise stated in the Master Retail Electricity Sales Agreement ("Master Agreement") between the Competitive Electric Power Supplier ("Supplier") and Customer, Customer's preferred form of communication shall be deemed to be by email to Customer's email address set forth in the Master Agreement, as may be changed by prior written notice to Supplier.

## SUPPLIER CONTACT INFORMATION:

bp Retail Energy Company LLC 201 Helios Way Houston, TX 77079 Attn: Customer Care

Telephone Number: (877) 432-4530

Email Address: retailcustomercare@bp.com and/or retailcontractadmin@bp.com

ITEMIZED LIST OF ALL SUPPLIER ADDED CHARGES: Please see the Sales Confirmation.

<u>DSP CHARGES:</u> Supplier's Contract Price stated in the Sales Confirmation does not include, and Customer will be billed by the DSP for, charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

DUE DATE OF BILLS AND CONSEQUENCES OF LATE PAYMENT INCLUDING THE AMOUNT OF ANY LATE PAYMENT FEE OR INTEREST OR FINANCE CHARGE ASSESSED FOR LATE PAYMENTS: Please see the Master Agreement and/or the Sales Confirmation.

OTHER FEES, CHARGES AND PENALTIES PAYABLE TO SUPPLIER, INCLUDING ANY TERMINATION FEES AND ANY DEVICE OR EQUIPMENT COST RECOUPMENT CHARGES, FOR WHICH CUSTOMER WOULD BE RESPONSIBLE: Please see the Master Agreement and/or Sales Confirmation.

BROKER/AGGREGATOR CHARGES: Any broker or aggregator charge in the Sales Confirmation shall be collected by Supplier on behalf of the broker or aggregator.

<u>HOW CUSTOMER WILL BE BILLED FOR ELECTRICITY SALES:</u> Please see the Master Agreement and/or Sales Confirmation.

TOLL FREE TELEPHONE NUMBER OF THE NEW HAMPSHIRE DEPARTMENT OF ENERGY'S CONSUMER SERVICES DIVISION FOR PROCESSES CUSTOMER COMPLAINTS: 800-852-3793. Customers may contact the New Hampshire Department of Energy if they have questions about their rights and responsibilities.

<u>DEPOSIT REQUIREMENTS AND RATE OF INTEREST PAID ON DEPOSITS:</u> Please see the "Performance Assurance" section of the Master Agreement.

<u>CONFIDENTIAL CUSTOMER INFORMATION:</u> Supplier shall not release confidential customer information, except as otherwise permitted under applicable New Hampshire regulations (i.e. N.H. Code Admin R. Puc 2004.19) or with Customer's express written consent. By entering into the Master Agreement,

Version: July 2023

<sup>&</sup>lt;sup>1</sup> Terms not defined herein shall have the same meaning set forth in the Sales Confirmation or the Master Agreement.



Customer shall be deemed to have given written authorization in satisfaction of N.H. Code Admin R. Puc 2004.19(e) and express consent to the confidentiality terms contained in the Master Agreement. As used herein, "confidential customer information" means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes customer name, address, and account number and the quantity, characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking and credit information.

<u>INFORMATION SHARING:</u> By accepting these Terms of Service and the Sales Confirmation, Customer affirmatively consents to the DSP sharing billing and payment information with Supplier, including Customer's participation in budget billing or extended payment arrangements.

EXPLANATION OF THE OPTIONS CUSTOMER WILL HAVE AT THE END OF ANY TERM OF THE CONTRACT, INCLUDING THE DEADLINES FOR CHOOSING EACH OPTION: Please see the Master Agreement and/or the Sales Confirmation for applicable termination (and/or renewal/extension) options and deadlines.

<u>HOW CUSTOMER TERMINATES SERVICE WITH SUPPLIER:</u> Regarding Customer's termination rights concerning (a) Supplier; (b) contracting with a new supplier for electricity supply; (c) contracting with an aggregator granted agency authority; or (d) contacting the utility to select default service, please contact Supplier's Customer Care Department as set forth under Supplier Contact Information of p. 1.

<u>FIXED PRICED CONTRACTS (ONLY):</u> Please see the Sales Confirmation for the average price per kW of demand and other billing determinants for demand charges.

Version: July 2023