

ENERGY AGREEMENT
UTILITY NETWORK & PARTNERS INC.
("UTILITYnet")

TERMS AND CONDITIONS

Effective as of July 21, 2021

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1.0 INTRODUCTION

1.1 Parties to this Energy Agreement. Under Alberta law, consumers consuming less than 250,000 kWh of electricity or 2,500 GJ of natural gas per year can purchase electricity and/or natural gas from a licensed Energy Retailer. Under the terms of this Energy Agreement, UTILITYnet is the Energy Retailer of Record, and is selling electricity and/or natural gas and/or RECs (collectively the "**Energy Services**") to you and guaranteeing the services and prices to you under the terms of this Energy Agreement.

1.2 NewGen Energy (the "Energy Marketer"). UTILITYnet has retained the services of the Energy Marketer as an independent contractor to advertise and promote UTILITYnet's Energy Services. NewGen Energy is a tradename of UTILITYnet, a licensed marketer of energy under the Consumer Protection Act. You are entering into this Energy Agreement with UTILITYnet, and we are providing you with the Energy Services. As part of our contract with the Energy Marketer, the Energy Marketer has agreed to abide by our Code of Conduct which is included at the end of these Terms and Conditions as **Schedule "A"**.

1.3 Definitions. For your convenience we have included the definitions of all of the capitalized terms used in this Energy Agreement at the end of these Terms and Conditions as **Schedule "B"**.

1.4 Observing the Alberta Government's fair-trading laws and protecting consumers' rights is paramount in the relationship among the consumer, the licensed Energy retailer and the Energy Marketer. As such, UTILITYnet requires that all representations made to its Customers adhere to and comply with its guiding principles set out in its Code of Conduct. UTILITYnet's Code of Conduct included as **Schedule "A"** is also published on UTILITYnet's website (www.UTILITYnet.net). Oversight of licensed Energy retailers is provided by Alberta's Utility Consumers Advocate ("**UCA**") (see www.ucahelps.alberta.ca).

1.5 Disclosure Statement to Consumers - (For Internet marketing contracts)

Please read this statement before you acknowledge it. Before you enter into a marketing contract for the supply of energy you should understand the following:

1. This contract is not an electricity or gas utility or government rebate program.
2. The business named in this contract may not be able to supply energy cheaper than your current utility company.

3. This contract can be ended only under the following conditions:

You may cancel this contract with 10 Business Days' notice by submitting a Cancellation Form through your My Account Portal. This can be done without penalty at any time throughout the Term of the contract.
4. If you move to another location within Alberta, you will not be responsible to buy energy under this contract.
5. You may cancel this contract from the day you acknowledge the contract until 10 days after a copy of the contract that you acknowledged is received by the marketer. You do not need a reason to cancel the contract. To cancel the contract, you must give notice of cancellation at the address in the contract. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, e-mail or by personal delivery. Under certain circumstances you may have more than 10 days to cancel the contract.

If you need more information on cancelling the contract, or if you feel you have been treated unfairly, you may contact Service Alberta at 780-427-4088. Outside Edmonton call 1-877-427-4088 toll free.

2.0 ENERGY PLANS

2.1 Different Energy Plans are offered to meet the varying needs and preferences of consumers. The type of Energy Plan you choose will determine the rates you pay and how they are calculated. You have the following Energy Plan options:

- (a) **Variable Electricity Rate** - A Variable Electricity Rate (also known as a floating electricity rate) is calculated based on the wholesale cost of electricity (which includes a processing cost from Utility Network & Partners, Inc.), plus a Transaction Fee (a charge represented in cents per kWh as posted on the Energy Marketer's website). The Transaction Fee is subject to change upon reasonable notice to you. A Variable Electricity Rate is re-calculated monthly, based on the actual month-end price for power as reported by the AESO. A Variable Electricity Rate is applied to the previous month's consumption. For the portion of the consumption that overlaps into the current month, the 30-Day Average Rate is used to price that portion of Monthly Consumption. Your invoices will be adjusted from time to time to account for your actual consumption once we have received this information from your Wire Distribution Company.
- (b) **Stable Electricity Rate** - A Stable Electricity Rate (also known as a fixed guaranteed rate) is a predetermined rate that is valid up to a defined expiry date which is shown on a Customer's monthly invoice. Upon the expiry of a Stable

Electricity Rate, an Energy Plan is renewed on the lowest applicable Stable Electricity Rate available at the time of renewal. If there is no applicable Stable Electricity Rate available, a contract will be renewed with a Variable Electricity Rate. Stable Electricity Rates may not be available for certain Sites.

- (c) **Variable Natural Gas Rate** - A Variable Natural Gas Rate (also known as a floating natural gas rate) is based on a volume-weighted average of transacted prices for all physically delivered natural gas in a calendar month at the Alberta AB-NIT market centre. A final index price is calculated in Canadian Dollars/Gigajoule ("\$/GJ") when all physical deliveries have been completed for a specified month. This information is posted on the www.ngx.com website. Subject to the operating NGX business processes and policies, the final index price is typically made available two Business Days following the final scheduled delivery for the delivery month. The posted rate for natural gas is the average of the 2a and the 5a price, including a processing cost from Utility Network & Partners, Inc., plus a Transaction Fee, (a charge represented in \$ per GJ as posted on the Energy marketer's website). The Transaction Fee is subject to change upon reasonable notice to you.
- (d) **Stable Natural Gas Rate** - A Stable Natural Gas Rate (also known as a fixed guaranteed rate) is a predetermined rate that is valid up to a defined expiry date which is shown on a Customer's monthly invoice. Upon the expiry of a Stable Natural Gas Rate, an Energy Plan is renewed on the lowest applicable Stable Natural Gas Rate available at the time of renewal. If there is no applicable Stable Natural Gas Rate available, a contract will be renewed with a Variable Natural Gas Rate. Stable Natural Gas Rates may not be available for certain Sites.
- (e) **Dual Fuel Rate** - A Dual Fuel Rate is a predetermined rate that is valid up to a defined expiry date which is shown on a Customer's monthly invoice. Upon the expiry of a Dual Fuel Rate, an Energy Plan is renewed on the lowest applicable Dual Fuel Rate available at the time of renewal. If there is no applicable Dual Fuel Rate available, a contract will be renewed on the lowest applicable Stable Electricity and Stable Natural Gas rate available. If there is no applicable Stable Electricity or Natural Gas Rate available, a contract will be renewed with a Variable Electricity or Natural Gas Rate. Dual Fuel Rates may not be available for certain Sites
- (f) **Green Renewable Energy Certificates ("RECs")** - Some Stable Electricity Rates are set based on the purchase of a minimum percentage of RECs by the Customer, in order to qualify for the rate. You may also define any percentage over and above the minimum percentage set out in your Energy Plan, by which you want to off-set your monthly electricity consumption. You may increase or decrease this excess amount at any time. UTILITYnet guarantees that it will

purchase an equal amount of Energy produced from non-fossil fuels (measured in kWh) which is exported onto the electricity grid, as required by those marketing and retiring RECs. Reporting and a declaration of the quantity of green Energy purchased by UTILITYnet will be posted annually on Green Alberta Energy's website (www.greenalbertaenergy.ca). You will be invoiced for the cost of the RECs you have chosen to purchase on a monthly basis, based on the rates published for your Energy Plan as posted on the Energy Marketer's website. This rate is set by Green Alberta Energy and is subject to change with reasonable notice to you.

- (g) **Micro-Generation Rate** - Electricity exported to the Alberta electricity grid by Micro-Generators is calculated based on bi-directional meter-read information provided by Wire Distribution Companies. The rate paid to Micro-Generators for electricity exported to the electricity grid will be calculated at the same rate as electricity consumed from the electricity grid. The credit may be delayed by one month as the Variable Electricity Rate price is not finalized until the end of the calendar month and the invoicing meter period often overlaps from one month into the next.
- (h) **Solar Club** - Micro-Generators that qualify as "small" solar Micro-Generators under the *Micro-Generation Regulation, Alta Reg 27/2008* ("**Small Solar Micro-Generator**"), may participate in UTILITYnet's Solar Club. A Solar Club member shall receive the following benefits:
- (i) it may switch between a high export rate and a low export rate at any time and penalty free, to accommodate seasonal electricity generation fluctuations, by providing UTILITYnet with 10 days' written notice;
 - (ii) up to 50% of the electricity imported from the grid by the Small Solar Micro-Generator will be offset using RECs purchased by UTILITYnet; and
 - (iii) it will earn up to 5.0% cash back (by way of a discounted rate) on all energy imported from the grid by the Small Solar Micro-Generator, on an annual basis.

To qualify for Solar Club membership, a solar Micro-Generator must:

- (i) generate electricity from a micro-generation generating unit with a total nameplate capacity of less than 150 kW;
- (ii) be net billed using a bi-directional **cumulative** meter and not a bi-directional interval meter, and not be deemed to be a large micro-generator pursuant to the *Micro-Generation Regulation, Alta Reg 27/2008*; and

- (iii) provide a donation to its local food bank.

2.2 Prudential Payment.

- (a) Depending upon the Energy Plan you choose, in order to qualify for some electricity or natural gas rates, you may be required to pay a Prudential Payment. In Alberta, the AESO, and electricity and natural gas distribution companies require licensed Energy Retailers to post a prudential payment to cover the cost of Energy and its distribution. Energy Marketers may either:
 - (i) finance this prudential payment associated with the Energy Services provided to you and incorporate the cost into your Energy Plan (which artificially increases the competitive retail rate); or
 - (ii) offer you the option of posting the prudential payment yourself by paying a Prudential Payment, in order to obtain a lower electricity or natural gas rate. If you pay a Prudential Payment, you will be paid interest on this amount. Upon the expiration or termination of the Energy Agreement for which the Prudential Payment is required, you will be refunded the Prudential Payment in full, subject only to the deduction of any outstanding amounts you then owe. Your Prudential Payment may also be credited towards any new Prudential Payment you may be required to pay.
- (b) The interest accruing on your Prudential Payment will be calculated monthly at the interest rate set out in **Schedule "C"** included at the end of these Terms and Conditions, and applied as a credit on your monthly invoice, commencing on your second invoice and continuing until the Energy Plan for which it is required, expires. If your interest payments amount to \$50.00 or more in a calendar year, UTILITYnet will issue you a T5 slip which will be mailed to the mailing address you have provided, in February of the following year.
- (c) The maximum amount of the Prudential Payment required will be approximately equivalent to two times the amount of your average monthly invoice. The amount you are required to pay as a Prudential Payment may increase or decrease based on your actual consumption and you may be required to provide further payments towards your Prudential Payment from time to time.
- (d) UTILITYnet will debit the full amount of your Prudential Payment from your bank account after your Site has been enrolled. The funds collected as your Prudential Payment will be administered by UTILITYnet and designated for use in the payment of the prudential payment required to be paid by UTILITYnet to AESO and/or to the Electricity Distribution Company and/or the Gas Distribution Company with which your Site is enrolled.

2.3 Administration Fees.

All Energy Plans are subject to Administration Fees. The current applicable Administration Fees are posted on the Energy Marketer's website and are subject to change upon 3 months' advance notice to you. The Administration Fees applicable to your Energy Agreement may change if you switch Energy Plans, or when this Energy Agreement is renewed.

2.4 Switching Rates.

- (a) The rates associated with our Energy Plans change periodically based upon normal supply and demand conditions in the Alberta marketplace. You, as a Customer are responsible for being "market-wise" and we encourage you to frequently monitor the rates offered. If new Energy Plan rates are offered or posted on the Energy Marketer's website from time to time, neither UTILITYnet nor the Energy Marketer are responsible for providing you with notification of such new rates, nor are we authorized to automatically switch your Energy Plan to another Energy Plan.
- (b) If you choose to switch to a different Energy Plan, you may do so by submitting a Rate Change Request Form through your My Account Portal. The switch is subject to you qualifying for the new Energy Plan. The Administration Fees applicable to your new plan will be based upon the current rates in effect at the time. A minimum of 10 Business Days' notice is required to complete any such change.
- (c) If approved, your new Energy Plan will become effective following the next Monthly Meter Read at your Site provided that the rate is effective on or after the meter read date. If your new Energy Plan requires a Prudential Payment and you have not already made an acceptable Prudential Payment for your previous Energy Plan, then the Prudential Payment will be withdrawn from your bank account within 10 Business Days of the date of the rate change.
- (d) If your rate is noted as an electricity and a natural gas "Dual-Fuel" Rate, and if you choose to change your rate on the natural gas prior to the expiry date of the rate, then the "Dual-Fuel" classification will be removed and you will no longer be eligible for a lower "Dual-Fuel" rate for the electricity. The electricity rate will be changed to the lowest Stable Rate available. If there is no applicable Stable Electricity available, the rate will be changed to the Variable Electricity Rate.

2.5 Charitable and Community Partner Donations.

- (a) An Energy Marketer may promote a financial commitment to various community and social causes by donating a percentage of its income to a community partner or charitable organization. Where this is specifically promoted, UTILITYnet will

withhold the donation funds by deducting them from the monthly marketing fees paid to the Energy Marketer by UTILITYnet. UTILITYnet will hold the donation funds in trust and transfer them to the specified donee periodically. This service is provided by UTILITYnet free of charge and there are no Administration Fees deducted from the donations being made. A list of the Energy Marketer's current community partners and charitable organizations is listed on the Energy Marketer's web site and included on the UTILITYnet Application Form.

- (b) Should the contractual agreement between UTILITYnet and the Energy Marketer end for whatever reason, UTILITYnet shall not be obligated to continue to support the specific community partners and charitable organizations supported by the Energy Marketer.

2.6 Energy Marketers' Promotional Programs.

- (a) The Energy Marketer may, from time to time offer a promotional program as an incentive to Customers, designed to encourage them to sign-up for an Energy Plan. Such incentives may, in part, include programs offering referral payments, credit card or reward program points, or loyalty rewards earned by Customers based on their Monthly Consumption.
- (b) **THESE PROGRAMS ARE BEING OFFERED BY THE ENERGY MARKETERS AND DO NOT FORM PART OF THIS ENERGY AGREEMENT WITH UTILITYNET. UTILITYNET SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR THE FINANCIAL CONTRIBUTION OR PROMISES MADE OR INFERRED TO CUSTOMERS BY THE ENERGY MARKETER. SHOULD THE CONTRACTUAL AGREEMENT BETWEEN UTILITYNET AND THE ENERGY MARKETER END FOR WHATEVER REASON, UTILITYNET SHALL NOT BE OBLIGATED TO CONTINUE TO OFFER NOR TO SUPPORT ANY PROMOTIONAL MARKETING PROGRAMS UNDERTAKEN BY THE ENERGY MARKETER.**

3.0 APPOINTING UTILITYNET AS YOUR AGENT

- 3.1** By entering into this Energy Agreement, you appoint UTILITYnet as your limited agent to arrange for the supply and delivery of Energy under this Energy Agreement. We will act as your agent only for purposes directly related to this Energy Agreement and this agency relationship shall cease when this Energy Agreement ends.
- 3.2** Under the Alberta Utilities Commission's Rule 010, by digitally signing this Energy Agreement, you hereby authorize and provide your consent for UTILITYnet, at no cost to you, to request and obtain historical Monthly Consumption information from the Wire Distribution Company, in its capacity as your agent.

3.3 You hereby agree that neither UTILITYnet nor the Energy Marketer are providing you with financial advice and you acknowledge that you shall not hold either of them liable for any losses or harm suffered by you as a result of your choice of Energy Plan.

4.0 CUSTOMER QUALIFICATIONS

You must meet the following qualifications:

4.1 Site Specifications. Your Site must be properly set up and equipped to receive the Energy from the applicable Wire Distribution Company and/or Natural Gas Distribution Company servicing your location.

4.2 Consumption. In order to qualify to enter into this Energy Agreement you must consume less than 250,000 kWh of electricity and/or 2,500 GJ of natural gas per year at one Site.

4.3 Service Area. In order for us to provide you with the Energy Services, your Site must be located within the Service Area. We are prohibited from providing Energy Services to Sites that are located outside of the Service Area, including those located in certain Rural Electrification Association areas, those located in Medicine Hat, sites serviced by Alberta Gas Co-ops and those outside of Alberta.

4.4 Satisfactory Credit Check. Since Energy is being provided to and consumed by you before you pay for it, you are being extended credit under this Agreement. Customers must comply with specific credit requirements as follows:

(a) you agree to provide us with and authorize us to request and receive from third parties, reasonable financial and credit history and information;

(b) you agree to maintain credit worthiness satisfactory to UTILITYnet and/or the Energy Marketer at all times while this Energy Agreement is in effect;

(c) if you do not maintain credit worthiness this Energy Agreement at our sole discretion may be cancelled without liability to UTILITYnet or the Energy Marketer; and

(d) if you do not meet minimum credit requirements, you may be offered the option of entering into an Energy Agreement conditional upon providing a Security Deposit as set out in section 4.5.

4.5 Security Deposit. A Security Deposit may be required in accordance with the following provisions:

(a) a Customer may be required to provide a Security Deposit if:

(i) the Customer has no credit history,

- (ii) the Customer has a poor credit rating, or
 - (iii) the Customer's previous supply of electricity or natural gas was cancelled for non-payment;
- (b) the formula used to determine the amount of the Security Deposit is based on 2 cents per kWh multiplied by the Customer's estimated annual consumption for electricity and an estimate on the average monthly utility invoice amount for natural gas. The maximum Security Deposit collected will not exceed 30% of a Customer's estimated yearly electricity and/or natural gas invoice;
- (c) UTILITYnet will debit the full amount of the Security Deposit from a Customer's bank account after the Site has been enrolled;
- (d) the Security Deposit will be fully refundable by UTILITYnet, if you cancel this Energy Agreement during the regulated 10-day cancellation period;
- (e) the Security Deposit will be held in a UTILITYnet non-interest bearing trust account and refunded to you in full if you make 12 consecutive required payments without default;
- (f) if you default on any of your payments while UTILITYnet is holding your Security Deposit, UTILITYnet may:
 - (i) use all or a portion of your Security Deposit to cover your outstanding payment amount; and
 - (ii) the Customer has a poor credit rating, or
 - (iii) may choose to cancel this Energy Agreement in accordance with section 12.2.

5.0 SIGNING-UP

5.1 The Energy Plans, including rates, fees and these Terms and Conditions, as promoted by the Energy Marketer, are detailed on its website. To apply to enter into an Energy Agreement you must complete the UTILITYnet Sign-up Form posted on the Energy Marketer's website. If there is any discrepancy between the UTILITYnet Sign-up Form and the Energy Plan or rates or fees posted on the Energy Marketer's website, the rates posted on the UTILITYnet Sign-up Form will be deemed to be the current values, rates and terms.

5.2 You must also enter into a Pre-Authorized Debit Agreement as explained in section 9.1, below.

- 5.3** As part of your application you must expressly accept and agree to these Terms and Conditions and expressly acknowledge that you have read and understood the Disclosure Statement contained in section 1.5.
- 5.4** Once your application has been received, reviewed and if accepted you will be provided with e-mail confirmation of the Energy Plan (Step 3) you have requested and this will form a binding contract.
- 5.5** If UTILITYnet accepts your application, we agree to arrange for the supply of Energy to your Site, and/or the sale of RECs to you, and you agree to pay UTILITYnet any amounts that you owe pursuant to the Energy Plan you select, and the terms of this Energy Agreement.
- 5.6** Your Site will be enrolled by UTILITYnet under UTILITYnet's Retail Identification number which is registered with the applicable Wire Distribution Companies and/or Natural Gas Distribution Company

6.0 YOUR RESPONSIBILITIES

- 6.1** By entering into this Energy Agreement you are agreeing to comply with these Terms and Conditions. In particular, but without limitation, you are agreeing to:
- (a)** make all payments to UTILITYnet in full when they are due;
 - (b)** pay a Prudential Payment and/or Security Deposit if required;
 - (c)** maintain creditworthiness;
 - (d)** choose the Energy Plan that is best for you in consideration of your needs and circumstances, and neither UTILITYnet nor the Energy Marketer is liable for any such choice you make; and
 - (e)** be responsible for keeping track of rate and market changes and neither UTILITYnet nor the Energy Marketer is liable for or responsible for updating you on any such changes.

7.0 SET UP PROCESS AND START OF SERVICES

- 7.1** Wire Distribution Companies own and operate a distribution system of lines, transformers and switches to provide Energy to residential and commercial premises. Natural Gas Distribution Companies own the delivery systems used to deliver Natural Gas to your premises. We negotiate and contract with the respective distribution companies to provide you with Energy. The distribution companies are regulated by the Alberta Utilities Commission (AUC).

7.2 Once we have finalized our Energy Agreement with you, we will take the necessary steps to enroll you with the appropriate Wires Distribution Company and/or Natural Gas Distribution Company.

7.3 The supply of Energy to your Site will commence on the date of enrollment of your Site(s).

8.0 INVOICING PROCESS

8.1 The Wire Distribution Company's and Natural Gas Distribution Company's Monthly Meter Read cycle determines your Payment Due Date which may vary from month to month. We will provide you with an invoice on a monthly basis, which will be posted to your My Account Portal for you to download and save. You will also receive a billing notification email (a "**Billing Notification Email**") informing you that your monthly invoice has been posted.

8.2 You must pay your invoice in full on a monthly basis on or before the Payment Due Date. Your Payment Due Date will be displayed on your monthly invoice and in your Billing Notification Email. You are responsible for paying all invoices in connection with this Energy Agreement including those sent after the termination of the Energy Agreement and de-enrollment of your Site.

8.3 Your invoice will include charges and adjustments for all Energy supplied to you under your chosen Energy Plan, as well as other charges as set out in this Energy Agreement. The section of your invoice related to consumption is based on your metered Energy consumption, and estimates of your Energy consumption made by the Wire Distribution Company. Accordingly, as per subsection 2.1(a), your consumption information may be adjusted and we will invoice you a debit or credit.

8.4 Subject to applicable laws, you remain liable for all charges on your invoice, including if you do not receive your invoice on time, or at all, for any reason. This includes, without limitation, an interruption in Internet services or postal services, or a situation where we do not have your correct Contact Information.

8.5 Our ability to invoice you on a monthly basis is dependent upon the Wire Distribution Company and/or the Natural Gas Distribution Company providing us with the necessary information in a timely manner. You acknowledge and agree that UTILITYnet and/or the Energy Marketer shall not be liable for any billing delay caused by the Wire Distribution Company's and/or Natural Gas Distribution Company's failure to provide necessary information in a timely manner.

9.0 PAYMENT TERMS

9.1 Pre-Authorized Debit ("PAD") Payments: By entering into this Energy Agreement you are also agreeing to provide authorization for PAD payments to be withdrawn from your bank account to pay your invoices. As such:

- (a) YOU HEREBY ACKNOWLEDGE THAT YOU ARE PROVIDING YOUR EXPRESS AUTHORIZATION FOR THE BENEFIT OF UTILITYNET AND YOUR BANK, TO PROCESS INVOICE PAYMENTS AND CREDITS AGAINST YOUR BANK ACCOUNT IN ACCORDANCE WITH THE RULES OF THE CANADIAN PAYMENTS ASSOCIATION;**
- (b) YOU HEREBY WARRANT AND REPRESENT THAT THE DIGITAL SIGNATURE ON THIS ENERGY AGREEMENT ALSO ACTS AS A SIGNATURE TO AUTHORIZE YOUR PAD PAYMENTS;**
- (c) YOU ARE HEREBY AUTHORIZING YOUR BANK TO PROCESS PAD PAYMENTS FOR UTILITYNET TO WITHDRAW FROM OR DEPOSIT INTO YOUR ACCOUNT WITH THE BRANCH OF THE FINANCIAL INSTITUTION WHERE YOU MAINTAIN A BANK ACCOUNT. YOU CANNOT WITHDRAW THIS AUTHORIZATION IF THERE IS ANY OUTSTANDING AMOUNT DUE AND PAYABLE TO UTILITYNET;**
- (d)** in order to set up your PAD payments, you will need to provide a void cheque to UTILITYnet that sets out your name, current address and bank account information. The name on your void cheque must match your name on this Energy Agreement;
- (e)** you acknowledge and agree that your bank is not required to verify that each PAD payment has been issued in accordance with the particulars of your authorization including, but not limited to, the amount of your monthly payment;
- (f)** you acknowledge and agree that your bank is not required to verify that UTILITYnet has fulfilled its obligations under this Energy Agreement prior to issuing any PAD payment;
- (g)** on your bank statement, your PAD payments will be identified as being made to "UTILNET-EL" for electricity payments and "UTILNET-NG" for natural gas payments;
- (h)** you agree to inform UTILITYnet in writing of any change to your bank account information at least 10 days prior to the next due date of your PAD payment, or as soon as possible if a change is made within 10 days of the next due date; and
- (i)** revocation of this PAD payment authorization does not terminate any of the other terms of this Energy Agreement.

9.2 Estimated and Actual Consumption

- (a) You acknowledge and understand that the Wire Distribution Company and/or Natural Gas Distribution Company may read your meter on varying dates throughout a given month and that these dates will generally not coincide with the beginning and end of a calendar month. As a result, your Monthly Consumption will generally be calculated as a combination of data from different Monthly Meter Read periods.
- (b) You acknowledge and understand that your consumption will be based on your metered Energy consumption, or on estimates of your consumption provided by your Wire Distribution Company and/or Natural Gas Distribution Company or on a combination of both.
- (c) Periodically, the Wire Distribution Company and/or Natural Gas Distribution Company may make adjustments between estimated and actual consumption and you agree that we will adjust your invoice to reflect these changes and debit or credit your account accordingly.

9.3 Late Payments or Disputed Invoices

- (a) If we do not receive your payment by the date indicated on your invoice, we may charge you a Late Payment Fee.
- (b) Where an invoice is for more than one Site, a Late Payment Fee may be charged per Site and is not limited to a single Late Payment Fee charge per invoice.
- (c) You may contact UTILITYnet and file a formal letter of dispute for any invoice up to 60 days following the date the invoice is posted to your My Account Portal.
- (d) If you dispute your invoice, you must pay the invoice in full prior to the dispute being addressed by UTILITYnet. Upon reviewing the disputed invoice, if an error is found, then UTILITYnet shall adjust the invoice and re-issue it to you and your bank account will be debited or credited to correct the error.
- (e) You are responsible for all legal and collection fees associated with the collection of any amounts owed by you.
- (f) If you do not pay your invoices on time, we may cancel this Energy Agreement without liability to UTILITYnet and/or the Energy Marketer and we may recover all related costs from you.
- (g) It is your responsibility to review and ensure you are being invoiced at the correct rate in accordance with your Energy Plan and that your Site has been properly identified, and notify us or the Energy Marketer of an error as soon as possible.

9.4 Paper Invoice Charge

A \$3.25 charge per site, will be added to your monthly invoice, if you request that a paper copy of your invoice to your address. This charge is subject to change without notice.

10.0 TERM OF THIS ENERGY AGREEMENT

10.1 The initial term of this Energy Agreement begins on the Service Start Date and ends on the Expiry Date (the "**Term**"). These dates are set out on the copy of the Enrollment Confirmation (Energy Plan) emailed to you as part of the Sign-up process (Step 3), unless a revised Term is agreed to by both parties in writing. As well, the dates are included on each invoice sent to you throughout the Term.

10.2 Notwithstanding the foregoing and the Expiry Date, you will be responsible for paying for all Energy you consume up to the date of the last Monthly Meter Reading provided to us by the Wire Distribution Company and/or Natural Gas Distribution Company, that is closest to your Expiry Date.

10.3 At least 30 days prior to the end of the Term of a Stable Electricity Rate, a Stable Natural Gas Rate or a Dual Fuel Rate, you will be notified of the upcoming Expiry Date at which time you will be advised of the available Energy Plan options. You may cancel this Energy Agreement with 10 Business Days' notice, without penalty, or switch to an alternate Energy Plan that may be more suitable to your needs through your My Account Portal.

11.0 RENEWAL OF THIS ENERGY AGREEMENT

11.1 When the Term of this Energy Agreement expires, unless you give us notice that you would like to end this Energy Agreement, we may automatically renew this Energy Agreement for your Site for a new term (the "**Renewal Term**").

11.2 If we renew this Energy Agreement, your new Energy Plan for the applicable Site (the "**Renewal Energy Plan**") will be the lowest Stable Electricity, Stable Natural Gas or Dual-Fuel Rate available at that time, for which you and your Site qualify, unless you select a different Energy Plan available for the Renewal Term.

11.3 You will be provided with notice before the Renewal Term begins. If you object to the renewal of this Energy Agreement, you may cancel this Energy Agreement with 10 Business Days' notice, without penalty, or switch to an alternate Energy Plan that may be more suitable to your needs through your My Account Portal.

11.4 Your Renewal Energy Plan will set out your Renewal Term dates, your rates, applicable fees and any other charges applicable for your Renewal Term. These Terms and Conditions will still apply except that they may have been amended and the Schedules may have changed, in accordance with this Energy Agreement. Your Pre-Authorized Debit Agreement will still apply to your Renewal Term.

11.5 At the end of the Renewal Term, this Energy Agreement may be renewed for a further Renewal Term using this Article 11.

11.6 The renewal of this Energy Agreement will not affect your right to cancel it or remove one or more sites from this Agreement without penalty, at any time in accordance with section 12.1. During your Renewal Term you may still change your Energy Plan at any time in accordance with these Terms and Conditions.

12.0 CANCELLATION OF THIS ENERGY AGREEMENT

12.1 Your Cancellation Rights.

(a) You may cancel this Energy Agreement at any time without penalty, by providing 10 Business Days' notice and submitting the Cancellation Form through your My Account Portal.

(b) In addition to your general cancellation right set out in section 12.1 above, you may cancel this Energy Agreement without:

(i) cost or penalty, within 10 days after we receive your acknowledgement of the full Energy Agreement signed by you as per section 5.4, even if you have already received Energy Services;

(ii) cost or penalty if another Agreement for Energy services presently exists for the same Site contemplated by this Energy Agreement, except if the existing agreement is to expire on or before the Service Start Date; or

(iii) penalty within one year from the date we receive your acknowledgement of the full Energy Agreement signed by you as per section 5.4 if UTILITYnet:

A. does not set out a specific or ascertainable Service Start Date;

B. does not begin the supply of Energy within 30 days of the Service Start Date, unless, after this 30-day period, you expressly authorize the supply of Energy to begin; or

C. is not properly licensed to enter into this Energy Agreement with you at the time this Energy Agreement is made;

provided that you will still be required to pay for any Energy consumed until this Agreement is cancelled.

12.2 Our Cancellation Rights

(a) We may immediately cancel all or a portion of this Energy Agreement or one or more of your Energy Plans without any penalty or liability to UTILITYnet and/or

Energy Marketer, upon providing notice to you, if you do not fulfill any of your obligations or breach any of the Terms and Conditions of this Energy Agreement.

- (b) If you default on the payment of your monthly invoices, after we have provided you with notice of our cancellation of this Energy Agreement, your Site will be de-enrolled and any remaining funds, including accrued interest, will be refunded to you after the deduction of all outstanding amounts owed by you to UTILITYnet.

12.3 Procedure if this Energy Agreement is Cancelled. If this Energy Agreement is cancelled by you or by UTILITYnet for any reason:

- (a) when this Energy Agreement ends, we will request that the Wire Distribution Company and/or Natural Gas Distribution Company de-enroll your Site;
- (b) any refund due to you will be processed following our receipt of a notice of acknowledgement of the de-enrollment from the Wire Distribution Company and/or Natural Gas Distribution Company. UTILITYnet reserves the right to apply the amount of any Prudential Payment or Security Deposit to be refunded, against any outstanding amount owed by you to UTILITYnet;
- (c) at the end of this Energy Agreement and after the final reconciliation of all charges outstanding on your account has been completed, if there is a credit balance greater than \$1.00, it will be refunded to you by way of an electronic funds transfer ("EFT") into your bank account.
- (d) any outstanding obligations under this Energy Agreement will survive the cancellation, termination, or expiry of this Energy Agreement until the de-enrollment is completed and any outstanding payments or other obligations under this Energy Agreement have been satisfied in full.

13.0 CHANGES TO THIS ENERGY AGREEMENT

13.1 Transferring Your Energy Agreement if you Move.

- (a) If you move, and you and your new Site still qualify, you may continue to receive Energy Services at your new Site, provided that it is located within our Service Area. To receive Energy Services at a new Site you must complete a new UTILITYnet Sign-Up Form. You will be responsible for any additional third party costs that you, UTILITYnet or any applicable third party incurs in serving the new Site.
- (b) You must provide us with a minimum of 10 Business Days' notice prior to moving, by submitting a completed Moving Notification Form in your My Account Portal. However, if you continue to own, but not occupy your old Site

and you wish to continue this Energy Agreement, then a Moving Notification Form is not required.

- (c) You will be solely responsible for any interruption in supply of Energy Services caused by your failure to give us 10 Business Days' written notice.
- (d) If you move outside of Alberta or otherwise outside of the Service Area, this Energy Agreement will end on the date of de-enrollment and you will remain responsible for any outstanding obligations under the cancelled Energy Agreement until satisfied in full.

13.2 Changing Your Name on Your Account.

- (a) You agree and represent that you are the account holder in relation to the Site or are authorized by the account holder in relation to the Site and have the authority to enter into this Energy Agreement. We are relying on this representation for the purposes of this Energy Agreement.
- (b) If you change your name legally, or as a result of marriage or divorce, you may change your name on your account and with respect to this Energy Agreement, by providing us with evidence of your name change such as a copy of your marriage certificate or updated government issued photo identification like a driver's license or passport.
- (c) The name associated with your account and this Energy Agreement must match the name associated with your bank account used to pay for the Energy Services.

13.3 Adding a Contact Person to Your Account.

- (a) You may add another person to your account, whom you authorize to make decisions regarding your account and this Energy Agreement (your "**Additional Contact**"). You agree that UTILITYnet and Energy Marketer may fully rely on, and that you will be bound by, the decisions, information and directions provided by your Additional Contact. This may include contacting us to discuss your invoices, making decisions about Energy rates or updating banking or personal information (such as email address etc.).
- (b) Your Additional Contact may not open or close an account in your name. Your Additional Contact's name will not be displayed on the invoice but will be noted in our records.

13.4 Changes to the Energy Agreement. We reserve the right to amend the terms of this Energy Agreement from time to time. We will provide you with notice of any changes to this Energy Agreement. You acknowledge and agree that we may provide you with formal notice:

- (a) on one of your monthly invoices;
 - (b) included with one of your monthly invoices; or
 - (c) sent by email to the most recent email address you have provided to us,
- and that any of these forms of notice will be deemed to be properly delivered.

14.0 PRIVACY AND CONFIDENTIALITY

- 14.1** The information you provide to us will be used to establish your creditworthiness, set up your account, collect money owing on your account, arrange for the supply of Energy under this Energy Agreement, for reporting purposes, for law enforcement activities, and to communicate with you. Your information will not be collected, used or disclosed for any other reason unless required or authorized by law.
- 14.2** The information you give us may also be shared with the Wire Distribution Company and/or Natural Gas Distribution Company. We may also share your information with any party to whom we transfer, grant or pledge (or intend to transfer, grant or pledge) an interest in this Energy Agreement (ex. if we sell our business).
- 14.3** We may use your information to develop, enhance, market or provide future products or services, to understand Customer needs and preferences, and to meet legal and regulatory requirements.
- 14.4** Customer credit card or banking information **WILL NOT** be shared with any third party organization, including the Energy Marketer, without your consent or unless UTILITYnet is required by law to disclose this information.
- 14.5** By entering into this Energy Agreement, you consent to us collecting, retaining, using, and disclosing your information in the manner described in this Article 14 and in accordance with the terms of our privacy policy which can be viewed on our corporate web site www.UTILITYnet.net. If you have questions or concerns about how your information is used or protected, please email us at privacy@utilitynet.net.

15.0 NOTICES

- 15.1** If you wish to take action under this Energy Agreement, including providing a cancellation notice or updating your contact or account information, you must do so by using the forms provided on your My Account Portal.
- 15.2** You agree that we may send market-related information to your email address on file from time to time. You will have the choice of opting out of receiving such communications.
- 15.3** You are responsible for ensuring that UTILITYnet has a current record of your contact information including your current email address. We are not responsible for any loss

you suffer from not receiving a notice because we do not have your most current contact information or email address.

16.0 Contact Information You may also contact us using the following contact information:

UTILITY NETWORK & PARTNERS INC.:

200, 1316 - 9 Avenue S.E.
Calgary, Alberta T2G 0T3
Attention: Nick Clark, Managing Partner
Email: nick.clark@utilitynet.net

NEWGEN ENERGY:

200, 1316 - 9 Avenue S.E.
Calgary, Alberta T2G 0T3
Email: customercare@spotpower.net

17.0 UNEXPECTED EVENTS

Certain events beyond our control may make it impossible for us to fulfill some or all of our obligations under this Energy Agreement from time to time or at all. You agree that we are not liable to you for any service disruptions caused by events beyond our reasonable control. We agree that we will resume our obligations as soon as we reasonably can. This Energy Agreement will otherwise remain in full effect.

18.0 LIMITATION OF LIABILITY OF UTILITYNET

18.1 UTILITYNET DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE PHYSICAL SYSTEMS THAT SUPPLY YOUR ENERGY, THE CONTINUITY OF YOUR ENERGY SUPPLY OR THE QUALITY OF YOUR ENERGY SUPPLY (INCLUDING BUT NOT LIMITED TO GENERATION, TRANSMISSION, WIRES SERVICES, PRESSURE, VOLTAGE, AND FREQUENCY).

18.2 YOU ARE SUBJECT TO THE TERMS AND CONDITIONS OF DISTRIBUTION SERVICE AND TARIFFS OF THE WIRE DISTRIBUTION COMPANY OR ITS AGENT AND/OR THE NATURAL GAS DISTRIBUTION COMPANY AND AFFILIATES. FAILURE TO COMPLY WITH THOSE TERMS AND CONDITIONS MAY RESULT IN YOU BEING DISCONNECTED FROM THE DISTRIBUTION SYSTEM AND SUBJECT TO FEES OR OTHER CHARGES.

18.3 YOU AGREE THAT UTILITYNET AND THE ENERGY MARKETER ARE UNDER NO CIRCUMSTANCES WHATSOEVER LIABLE FOR: ANY INTERRUPTION OR UNAVAILABILITY OF ENERGY, FOR THE QUALITY OF ENERGY, ANY ACT OR OMISSION OF ANY THIRD PARTY (INCLUDING THE WIRE DISTRIBUTION COMPANY AND THE RETAILER), YOUR ACTS OR OMISSIONS, OR ANY EVENT BEYOND UTILITYNET'S REASONABLE CONTROL.

18.4 YOU AGREE THAT WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY AND SOLELY BY OUR ACTIONS AND THE ACTIONS OF THOSE FOR WHOM WE ARE RESPONSIBLE AT LAW. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES; OR DAMAGES FOR LOSS OF USE, REVENUE, PROFITS OR OPPORTUNITY. THIS PROVISION SURVIVES CANCELLATION, TERMINATION OR EXPIRY OF THIS ENERGY AGREEMENT.

19.0 GENERAL TERMS

19.1 Entire Agreement. This Energy Agreement, together with any documentation referenced herein represents the entire agreement between us. This Energy Agreement supersedes any prior agreements, representations or warranties.

19.2 Interpretation.

- (a)** All headings in this Energy Agreement are inserted for reference only and shall not affect the construction or interpretation of this Energy Agreement.
- (b)** Except where otherwise indicated, all words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- (c)** If any provision of this Energy Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and not invalidate or render unenforceable the remainder of this Energy Agreement. In this event, such provision shall be changed and interpreted so as best to accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law.
- (d)** You agree that in the interpretation of this Energy Agreement, no rule of contract construction shall apply to disadvantage any party on the basis that it:
 - (i)** prepared this Energy Agreement; or
 - (ii)** seeks to rely on this Energy Agreement or any part of it.

19.3 No Resale. You agree that the Energy supplied to you under this Energy Agreement is for your own use only and shall not be resold.

19.4 Assignment of this Energy Agreement. You may not transfer or assign this Energy Agreement or any part thereof. UTILITYnet may transfer all or a part of this Energy Agreement or any interest it may have herein, at any time without notice to you and without your consent.

- 19.5 Governing Law.** This Energy Agreement is governed according the laws of the Province of Alberta. The parties to this Energy Agreement attorn to the jurisdiction of the competent courts of Alberta.
- 19.6 Class Action.** You hereby waive any right you may have to commence or participate in any class action against UTILITYnet or any party affiliated with UTILITYnet or the Energy Marketer related to any claim where such a waiver is permitted. Where applicable, you also agree to opt out of any class proceedings against UTILITYnet or any party affiliated with UTILITYnet or the Energy Marketer.
- 19.7 Waiver and Forbearance.** The waiver by either party of any default by the other party under this Energy Agreement shall not operate as a waiver of any future default, whether of a like or different nature. Furthermore, failure by either party to enforce any provision of this Energy Agreement shall not be deemed a waiver of future enforcement of that or any other provision and no waiver shall be effective unless made in writing and signed by the waiving party.
- 19.8 Survival of Terms.** Any obligations relating to fees, charges, penalties, or otherwise owed by you to UTILITYnet pursuant to this Energy Agreement will survive any expiration or cancellation of this Energy Agreement.
- 19.9 Enurement.** This Agreement shall enure to the benefit of and shall be binding upon the successors, permitted assigns, heirs, executors, and personal and legal representatives of the parties.

SCHEDULE "A"

CODE OF CONDUCT

Energy Marketers, under contract with UTILITYnet, marketing and promoting the sale of electricity, natural gas and green renewable energy certificates ("RECs") to residential and small commercial consumers in Alberta, are required to adhere to UTILITYnet's Code of Conduct.

UTILITYnet's Compliance Plan

Under UTILITYnet's Compliance Plan, the Energy Marketer has covenanted and agreed that they will:

- 1.** not condone, encourage, nor support any activity or behavior on the part of its employees, including agents or contractors, which is inconsistent with the requirements set forth in this document;
- 2.** endeavor to ensure absolute protection and maintenance of all confidential records regarding all Customer data, accounts and related site management information;

3. when addressing a Customer or potential Customer, clearly identify themselves as representing the Energy Marketer and/or UTILITYnet (as the case may be). All sales promotional materials and websites used will clearly indicate the name, address and phone number of the Energy Marketer;
4. ensure that all communications will be based on the fundamentals of honesty, truthfulness and clarity;
5. ensure that all information provided to Customers or potential Customers will be in plain language not misleading; and
6. not disclose any information concerning a Customer to a third party without the written or electronic consent of the Customer, except when the information has been sufficiently aggregated such that the identity of the Customer cannot be readily ascertained from the information, or where the information is required to be disclosed for collection or law enforcement purposes.

Code of Conduct

The Energy Marketer has signed an affidavit, requiring them to comply with and adhere to the following terms of this Code of Conduct. They have affirmed that they will:

1. indicate that the Energy Marketer is soliciting the Customer for the purpose of marketing electricity, natural gas and/or RECs;
2. allow a Customer to take all the time necessary to review, consider and understand the terms included in the Energy Agreement as presented on the Energy Marketer's website(s) or as detailed on the UTILITYnet Sign-up Form;
3. ensure that all data to which the Energy Marketer refer are properly established and reliable and support any claim for which the data are cited;
4. ensure that all descriptions and promises made in promotional material are in accordance with actual conditions, situations and circumstances existing at the time the description is provided or the promise is made;
5. not abuse the trust of a Customer or exploit any fear or lack of experience or knowledge of a Customer;
6. not be intrusive and must not contact Customers between the hours of 9 p.m. and 8 a.m. to solicit them to enter into Energy Agreements;
7. not exert undue pressure on a Customer and must allow sufficient time for a Customer to read thoughtfully and without harassment, all documents that the Energy Marketer provides to a Customer and must accept a Customer's refusal of further discussion;
8. not induce a Customer to breach an agreement with another energy retailer;

9. not make any representation or statement or give any answer or take any measure that is not true or is likely to mislead a Customer;
10. not make any verbal representations regarding agreements, rights or obligations that are not contained in the Energy Agreement;
11. truthfully inform the Customer of the Energy Marketer's identity and role;
12. use only timely, accurate, verifiable and truthful comparisons;
13. not make any representation that savings, price benefits or advantages exist if they do not exist or if there is no evidence to substantiate the representation;
14. ensure that the Customer understands that Variable Rates are volatile and subject to real market conditions of supply and demand. Furthermore, there is no guarantee that the monthly Variable Rate prices will necessarily be below the government's default Regulated Rate Option.
15. always provide representation of not only the total retail published price of Energy but also all component parts of the Energy Plan and price, including but not limited to, the requirement to pay a Prudential Payment (if bundled with a discounted rate), interest rates paid on the Prudential Payment, Transaction Fees and Administration Fees; and
16. not switch a Customer's Energy supply without the Customer's written or electronic consent, but the Energy Agreement may be assigned if the Energy Agreement expressly provides that it can be assigned.

Mechanisms

It is acknowledged that UTILITYnet has implemented the following procedural processes to ensure compliance with this Code of Conduct:

1. A signed copy of this Code of Conduct will be retained on file for each Energy Marketer that has entered into an Energy Marketer Agreement with UTILITYnet;
2. By signing this Code of Conduct the Energy Marketer has confirmed that they have read this document and understand my covenants and obligations hereunder.
3. Within 60 days after the end of each calendar year, the Energy Marketer is required to re-confirm the covenants and obligations by re-reading and resigning this Code of Conduct. This process is intended to confirm that they have undertaken the required review of this Code of Conduct and have acted in accordance with its requirements during the prior calendar year.
4. Signed copies of this Code of Conduct (including any amendments thereto) will be provided to the Market Surveillance Administrator, Utilities Consumer Advocate, or Service Alberta upon request.

5. If there is any breach of this Code of Conduct and if corrective measurements are required, UTILITYnet will immediately and proactively address the issue in a timely fashion.

Questions or comments concerning this Code of Conduct should be directed to UTILITYnet.

SCHEDULE "B"

DEFINITIONS

Within this Energy Agreement, the following words and phrases shall have the following defined meanings and grammatical variations:

- (a) **"30-Day Average Rate"** is a rate based on the average hourly rate date published by AESO averaged over a 30-day time period.
- (b) **"Additional Contact"** has the meaning found in section 13.3.
- (c) **"Administration Fee"** is a monthly charge per Site, as listed on the Energy Marketer's web site.
- (d) **"AESO"** means the Alberta Electric System Operator, an independent, not-for-profit entity that plans, manages, facilitates and oversees the generation and distribution of electricity in Alberta and administers the Alberta Interconnected Electric System.
- (e) **"Billing Notification Email"** means an email that you will receive informing you that your monthly invoice had been posted to your My Account Portal.
- (f) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday in the Province of Alberta.
- (g) **"Cancellation Form"** means the cancellation form located in your My Account Portal.
- (h) **"Customer"** means any Person that has entered into an Energy Agreement with UTILITYnet and has received, is receiving or will receive Energy Services from UTILITYnet.
- (i) **"Dual-Fuel"** means service for both electricity and natural gas provided by the same supplier.
- (j) **"Energy"** means electricity, natural gas, and/or RECs, or a combination of them, to be provided to you under this Energy Agreement.
- (k) **"Energy Marketer"** means a third party entity contracted by UTILITYnet to act as a sales representative to promote and market its Energy Services.
- (l) **"Energy Plan"** means the Energy Plan advertised on the Energy Marketer's website, that you have selected using the UTILITYnet Sign-up Form for the provision of Energy to you, which you may change from time to time using your My Account Portal.

- (m) **"Energy Services"** mean those provided by UTILITYnet to its Customers, being the supply and delivery of electricity, natural gas and/or RECs to residential and commercial premises in the Province of Alberta;
- (n) **"Expiry Date"** means the date upon which this Energy Agreement ends. The Expiry Date shall be set out on your UTILITYnet Sign-up Form
- (o) **"Variable Electricity Rate"** has the meaning found in subsection 2.1(a).
- (p) **"Variable Natural Gas Rate"** has the meaning found in subsection 2.1(c).
- (q) **"Green Alberta Energy"** is a division of Utility Network and Partners, Inc.
- (r) **"Late Payment Fee"** means a fee not greater than \$45.00 charged to you, should you fail to pay your invoice on time.
- (s) **"Monthly Consumption"** is the difference between consecutive Monthly Meter Reads in a one-month period.
- (t) **"Monthly Meter Read"** refers to the reading of the Customer's Energy meter which is typically done on a monthly basis.
- (u) **"Moving Notification Form"** means the form located in your My Account Portal used to notify UTILITYnet when you move, if the move will affect your Site or this Energy Agreement in any way.
- (v) **"My Account Portal"** means the online portal which is a UTILITYnet self-service portal, located on the Energy Marketer's website, that you will use to access and modify your account information, including downloading your monthly invoices.
- (w) **"Natural Gas Distribution Company"** means one of the companies in Alberta that owns and operates a natural gas distribution system providing natural gas to residential and commercial premises.
- (x) **"PAD"** means Pre-Authorized Debit.
- (y) **"Payment Due Date"** is the date on or before which your invoice payment is due and payable. Your Payment Due Date may vary as explained in section 8.1.
- (z) **"Prudential Payment"** has the meaning found in section 2.2.
- (aa) **"Rate Change Request Form"** means the form available in your My Account Portal online.
- (bb) **"Renewal Energy Plan"** has the meaning found in section 11.2.
- (cc) **"Rural Electrification Association"** means a not-for-profit cooperative incorporated under the Rural Utilities Act, which possesses its own electric distribution systems.

- (dd) **"Security Deposit"** has the meaning found in section 4.5.
- (ee) **"Service Area"** collectively means all of those areas to which the Energy Services may be provided. The Service Area **DOES NOT INCLUDE**:
- (i) Certain Rural Electrification Associations;
 - (ii) Federation of Gas Co-operatives;
 - (iii) The City of Medicine Hat; and
 - (iv) any area outside the Province of Alberta.
- (ff) **"Service Start Date"** means the date on which you shall begin receiving Energy at your Site in accordance with this Agreement. The Service Start Date shall be specifically set out on your UTILITYnet Sign-up Form or as noted on the email notification sent to the Customer per Step 2 of the enrollment process.
- (gg) **"Site"** means the residential home, commercial building, or other location identified in your UTILITYnet Sign-Up Form for which you require Energy Services. Unless otherwise specified, in this Energy Agreement "Site" shall be used to refer to one or more Sites.
- (hh) **"Stable Electricity Rate"** has the meaning found in subsection 2.1(b).
- (ii) **"Stable Natural Gas Rate"** has the meaning found in subsection 2.1 (d).
- (jj) **"Transaction Fee"** applies to variable rates for Energy and has the meaning found in subsections 2.1(a) and 2.1(c).
- (kk) **"UTILITYnet Sign-up Form"** means the UTILITYnet sign-up form located on the Energy Marketer's website.
- (ll) **"Wire Distribution Company"** means one of the companies in Alberta that owns and operates a distribution system of lines, transformers and switches to provide electricity to residential and commercial premises.

SCHEDULE "C"

INTEREST RATE FOR PRUDENTIAL PAYMENT

The interest rate paid on funds held in the Customer's prudential account will be calculated at 5.00% per annum.