

TERMS AND CONDITIONS

This agreement (the “**Agreement**”) is between Peace Power Services Corporation (“**Peace Power**”, “**we**”, “**our**”, and “**us**”) and you, namely the customer identified in the accompanying sign-up sheet (“**Customer**”, “**you**”, and “**your**”). In this Agreement, Peace Power and the Customer shall be collectively referred to as the “**Parties**” and individually as a “**Party**”. This Agreement is effective as of the date of its signing by you (the “**Effective Date**”).

WHEREAS:

- A. Peace Power is a licensed retailer of electricity (retail license #351332) and natural gas (retail license #351331) in the Province of Alberta. **Peace Power is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. Peace Power is not affiliated with the Government of Alberta;**
- B. You are a consumer consuming less than 250,000 kWh of electricity or 2,500 GJ of natural gas per year and certify that this is true, permitting you to purchase electricity and/or natural gas from a Licensed Energy Retailer for a certain location, being a home, business or other location identified in the electronic confirmation (“**Energy Plan Confirmation**”) sent to you by Peace Power confirming your plans and fees (a “**Site**”);
- C. Peace Power is the energy retailer of record under this Agreement and wishes to provide you with electricity and/or natural gas (collectively, “**Energy**”) and you wish to obtain such Energy and related services, in exchange for payment as described herein, including all applicable charges (collectively, the “**Energy Charge**”); and
- D. You agree that this Agreement is as enforceable as any written negotiated agreement signed by you, and you acknowledge that you have had opportunity to review and obtain advice on this Agreement, and you agree to be bound by the terms herein and to fully comply with them;

NOW, THEREFORE, on the terms and conditions described herein, and in consideration of the Energy, Energy Charge, and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 GENERAL DISCLOSURE

By entering into this Agreement, you are acknowledging and agreeing that you have read and understood all of its terms and agree to be bound by same.

1.1 Disclosure Statement to Customer (For Internet agreements)

Please read this statement before you acknowledge it. Before you enter into an agreement for the supply of Energy you should understand the following:

- a. This Agreement is not an electricity or gas utility or government rebate program;
- b. The business named in this Agreement may not be able to supply Energy cheaper than your current utility company;
- c. This Agreement can be ended only under the following conditions: see Article 3.7;
- d. If you move to another location within Alberta you will still be responsible to buy Energy under this Agreement;
- e. You may cancel this Agreement from the day you acknowledge the Agreement until 10 days after a copy of the Agreement is received by Peace Power. You do not need a reason to cancel the Agreement. To cancel the Agreement, you must give notice of cancellation at the address in the Agreement. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, email or personal delivery. Under certain circumstances you may have more than 10 days to cancel the contract.

If you need more information on cancelling the Agreement, 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.

ARTICLE 2 CONDITIONS FOR SERVICES

2.1 Offer Conditions

To be eligible to receive Energy under this Agreement, your Site(s) must be located in the Province of Alberta. This offer for Energy is not open to Customers purchasing electricity for Sites located in certain rural electrification associations (created under the *Rural Utilities Act*), in the city of Medicine Hat services area, customers purchasing natural gas for sites located in a rural gas co-op (created under the *Rural Utilities Act*), or Customers with a daily, time-of-use or interval meter, or Customers who will use more than 250,000 kWh of electricity or 2,500 GJ of natural gas, annually. If you meet these conditions and this Agreement is enacted, Peace Power will request enrollment from Energy distribution companies. Your Site must be properly set up and equipped to receive the Energy from the applicable electricity distribution company or natural gas distribution company that maintains the grid/network to provide Energy to your Site (either being a “**Distribution Company**”).

In the event that the Customer is a corporation, the Customer hereby warrants and represents that it has signed up and presented the correct legal name for the corporate entity. In the event that the Customer has not provided the correct legal name for a corporate entity, the Customer hereby explicitly agrees that Peace Power may pursue the correct corporate identity and/or individual directors for the correct corporate entity or, conversely, the individual contact person whose name is on the form used to sign up for Energy provision services (the “**Sign-Up Sheet**”) for the Site(s), for any unpaid amounts under this Agreement.

2.2 Credit Requirements

Before Peace Power arranges to supply Energy to your Site, and before this Agreement comes into effect, you must meet our credit requirements and your site must be enrolled by your Distribution Company. By signing this Agreement, you agree to provide us with, and authorize us to request and receive from third parties, reasonable financial and credit information. We shall use such credit information to determine if you meet our credit requirements, which we shall set from time to time at our sole and absolute discretion.

Subject to your credit worthiness, we may require a deposit for services, as described herein. You agree to maintain credit worthiness to our satisfaction at all times throughout the Term of this Agreement, as hereinafter defined. In the event that you do not maintain credit worthiness to our satisfaction, we may:

- a. request a deposit or
- b. cancel this Agreement at any time without notice and at our sole and absolute discretion, at which time Peace Power may utilize any deposit we hold to apply to any outstanding accounts.

You hereby consent to our assessing your credit worthiness at any time prior to, or during, the Term of this Agreement, at our sole and absolute discretion.

2.3 Appointing Us as Your Agent

By signing onto this Agreement, you hereby appoint Peace Power as your agent to arrange for the supply and delivery of Energy as described herein, and as agent for the termination of any prior agreement. This agency ends upon the fulfillment and termination of this Agreement. We will act as your agent only for purposes directly relating to performance of this Agreement.

Further to Rule 010 of the Alberta Utilities Commission, by executing this Agreement, you hereby consent for Peace Power to act as your representative and to request and obtain historical monthly consumption information from the Distribution Company providing your Site(s) with electricity and/or natural gas.

Both Parties acknowledge and agree that Peace Power is not your financial advisor and that we shall not have liability for the choices that you make with respect to your Energy plan.

2.4 Personal Indemnification

In the event that the Customer is a corporate entity, one of the individual contact person(s) for the Customer must be a director within the meaning of the Alberta *Business Corporations Act* and is hereby also explicitly agreeing to be a Customer within the meaning of this Agreement. For greater certainty, each director who is an individual contact person hereby agrees to personally indemnify Peace Power for any amounts owing under this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term

The length of time that Peace Power provides you with Energy and related services (the “**Term**”) is dependent on the rate plan that you select on the Sign-Up Sheet. Any stable rate plan will have a defined Term with a set expiry date. Any variable rate plan has no defined Term and/or expiry date.

3.2 Start Date

This Agreement will begin on the enrollment date of your Site with your Distribution Company. We expect that Energy will be supplied to the Site within thirty (30) days from the effective date of this Agreement, being the submission date. The actual date upon which Energy is first supplied is dependent upon when Energy can be delivered to your Site by your Distribution Company.

3.3 Auto-Renewal

In the event that you have signed on in the Sign-Up Sheet to receive Energy for a fixed Term, and such Term (or renewal of such Term) is about to expire, we may provide you with notice of our intention to renew the Term, which notice shall be provided at least thirty (30) days before the expiration of such initial or renewal Term. In the event that we have provided such notice, you hereby consent to the automatic renewal of your Term for a period of one (1) year, as described in article 4.1 herein (each renewal period being a “**Renewal Term**”).

In the event that you enter into a Renewal Term, or several Renewal Terms, i) Energy will continue to be provided to you at a stable or variable price as determined by the plan that you have selected; ii) if a stable price, the stable price shall be Peace Power’s prevailing price for electricity, natural gas, or both as applicable, as of the renewal date; iii) certain charges may apply, such as an administration charge, a transaction fee, third party charges, or any other applicable charges; and iv) the terms and conditions of this Agreement shall apply during any Renewal Term, unless we inform you otherwise.

Any termination of this Agreement, whether during initial Term or Renewal Term, is governed by the termination provisions herein.

3.4 Changes to this Agreement

Other than any stable rate Energy plan in effect for your Site, we may change, modify, add or remove portions of this Agreement (including the administration charge and the transaction fee) at any time and at our sole discretion. Before doing so, however, we will provide you with at least thirty (30) days advance notice of the proposed change. Notice of any changes that we make to this Agreement will be given to you in a manner described herein. The notice may include a link to our website where you can find more information on any of our changes to this Agreement. Upon request, we can provide you with a written, hard-copy statement detailing the changes that we will be making to this Agreement

3.5 Moving

You must give us at least ten (10) business days’ written notice before you move. Any costs related to interruption in supply of Electricity or Natural Gas or other services caused by your failure to give us ten (10) business days’ written notice and any additional costs either of us incur in serving the new Site will be your responsibility. If the new Site is within a territory we serve and you wish to have Peace Power provide service at that new location, you must complete a new Sign-Up Sheet. If you move outside of Alberta or to a territory we do not serve, the Energy Agreement will end on the date of de-enrollment and you will remain responsible for any outstanding obligations under this Agreement until satisfied in full.

3.6 Transfer/Assignment of Agreement

We may transfer or assign this Agreement to another Energy retailer upon ten (10) days' notice to you. You shall not transfer or assign this Agreement to any other individual or business.

3.7 Termination by Customer

You may cancel/terminate this Agreement on the following terms:

- (a) You may cancel this Agreement at any time, for any reason, by providing Peace Power with a minimum of ten (10) business days' notice;
- (b) Provincial law permits you to cancel this Agreement without cost or penalty i) within ten (10) days of Peace Power receiving an executed copy of this Agreement; or ii) if an agreement for Energy, including an internet agreement, presently exists for the same Site for which this Agreement is executed, except where the previously existing Energy agreement is to expire on or before the commencement date of the supply of Energy under this Agreement;
- (c) Provincial law permits you to cancel this Agreement without penalty within one (1) year from the date the Agreement is entered into, provided that you will still be required to pay for any Energy consumed until this Agreement is cancelled, if Peace Power i) does not set out in the Agreement a specified or ascertainable date on which the supply of Energy is to begin; ii) does not begin the supply of Energy within 30 days of the Start Date or an amended date agreed on in writing or electronic form by you and us; or iii) Peace Power was not licensed at the time the Agreement was entered into.

In the event that you cancel or terminate this Agreement in any other manner or for any other reason than those described above, you will be responsible for the Energy Charge and related costs of any Energy supplied to you up to ten (10) business days after the date on which you provide notice of cancellation or termination.

In the event that this is a stable rate, fixed Term Agreement, you will be responsible for the full amount of Energy Charges payable under this Agreement until the end of the Term.

3.8 Termination by Peace Power

We may cancel all or a part of this Agreement, without notice or payment, in the following circumstances:

- (a) Immediately in the event of breach of any of the Customer's obligations under this Agreement, upon which termination Peace Power will charge the Customer an early termination fee equal to the outstanding value of the remainder of the stable rate contract plus costs for Peace Power, minus market value, so long as the value of the stable rate contract plus costs is more than the market value. If the value of the remainder of the stable rate contract is less than the market value, then the market value will be deemed to be zero. Added to this calculation will be the Customer's anticipated excess or unused Energy multiplied by the applicable fees; or
- (b) On thirty (30) days' notice if the Customer's Energy use is measured with a daily, time-of-use, or interval meter; or
- (c) On thirty (30) days' notice if the Customer uses more than 250,000 kWh of electricity or 2,500 GJ of natural gas at their Site in the twelve-month period preceding notice of termination or the pattern of energy use at their Site reasonably indicates that they will exceed more than 250,000kWh of Electricity or 2,500 GJ of Natural Gas in a twelve-month period.

3.9 De-Enrollment and Outstanding Obligations

When this Agreement ends, we will de-enroll your Site. Outstanding obligations under this Agreement will survive the cancellation, termination or expiry of this Agreement until the de-enrollment is finished and any outstanding obligations (including any obligation to pay) under this Agreement have been satisfied in full.

3.10 Credit Balance

At the termination of this Agreement, for any reason, and after all amounts outstanding have been paid, if there is a credit balance greater than \$5.00 CAD, it will be refunded to you via Interac e-Transfer and sent to the current email address on file at the time of such termination. In the event that there is a balance less than \$5.00 CAD, it shall be written off and the account shall be closed.

3.11 Unexpected/Uncontrollable Events (Force Majeure)

Due to the nature of Energy provision, certain events may occur beyond our control, which make it impossible for Peace Power to provide Energy as contemplated by this Agreement. In the event that such events occur, we are not responsible for the provision of Energy so long as same is impossible; nor are we responsible for compensation for such Energy that cannot be provided. We will resume our obligations under this Agreement as soon as reasonably possible in such events and this Agreement will otherwise remain in full force and effect.

3.12 Termination Procedure

In the event that this Agreement is terminated by either Party for any reason, the following will occur:

- (a) we will request that the electricity Distribution Company and/or natural gas Distribution Company de-enroll your Site;
- (b) any refund due to you under this Agreement will proceed following our receipt of a notice of acknowledgment of the de-enrollment from the electricity Distribution Company and/or natural gas Distribution Company. Peace Power reserves the right to apply any Security Deposit amounts or Prudential Deposit amounts (as described herein) to unpaid amounts under this Agreement;

ARTICLE 4 PROVISION OF ENERGY AND RATES

4.1 Plans and Additional Fees

Peace Power provides Energy on a variety of plans to meet the varying needs of its customers. The type of plan you choose will determine the rates you pay and how they are calculated. The charge you agree to and the Energy we agree to supply you is set out in the Sign-Up Sheet and the Energy Plan Confirmation that we will send you and is based on the plan that you have chosen. With the exception of any stable rate plan for which you have entered into an Agreement, we may change this fee from time to time with reasonable notice as described herein. You agree to pay for, and we agree to sell and provide you, Energy based on the agreed energy charge, administration charge, transaction fee, third party charge, and any other applicable charge. This fee shall be subject to applicable taxes, which means any applicable federal, provincial or regulatory taxes, duties, and surcharges which may be assessed, levied or imposed with respect to the supply of Energy under this Agreement. In the event that any payment is returned for reason of insufficient funds, it will be governed by Article 6.4 herein. Peace Power provides the following rate options, which may or may not be on offer at any given time:

- a. Variable electricity rate (“**VER**”): also known as a floating electricity rate, a VER is calculated based on the wholesale cost of electricity, which includes a processing cost and a transaction fee (a charge represented in cents per kWh as posted on Peace Power’s website and known as the “**Transaction Fee**”) and has no defined expiry date. The Transaction Fee is subject to change at the sole discretion of Peace Power and upon reasonable notice to you. A VER is calculated monthly, based on the actual month-end price for power as reported by the Alberta Electric System Operator (“**AESO**”) and applied to the previous month’s consumption. For the portion of consumption that overlaps into the current month, the average rate based on a previous 30-day period is used to price that portion of consumption. Your invoices will be adjusted from time to time to account for your actual consumption once we have received this information.
- b. Stable Electricity Rate (“**SER**”): also known as a fixed guaranteed rate, this is a predetermined rate that is valid up to a defined expiry date that you can see on your monthly statement. Upon an SER’s expiry, the plan will be renewed on the lowest applicable SER available at the renewal date. If no SER is available, a contract will be automatically renewed with a VER. SER may not be available for certain Sites.
- c. Variable Natural Gas Rate (“**VNGR**”): also known as a floating natural gas rate, this 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 and has no defined expiry date. A final index price will be calculated in Canadian Dollars/Gigajoule (“\$/GJ”) when all physical deliveries have been completed for the relevant month. The final index price is typically available two business days following the final scheduled delivery for the month. The posted rate is the average of the 2a and the 5a price posted on www.ngx.com, plus a Transaction Fee, which is subject to change at the sole discretion of Peace Power and upon reasonable notice to you.
- d. Stable Natural Gas Rate (“**SNGR**”): also known as a fixed guaranteed rate, this is a predetermined rate valid up to a defined expiry date shown that you can see on your monthly statement. Upon an SNGR’s expiry, the plan will be renewed on the lowest applicable SNGR available at the renewal date. If no SNGR is available, a contract will be automatically renewed with a VNGR. SNGR may not be available for certain Sites.
- e. Dual Fuel Rate (“**DFR**”): this is a predetermined rate valid up to a defined expiry date shown that you can see on your monthly statement. Upon a DFR’s expiry, the plan will be renewed on the lowest applicable DFR available at the renewal date. If no DFR is available, a contract will be automatically renewed with a SER and SNGR. If no SER or SNGR is available, a contract will be renewed with a VER or VNGR. DFR may not be available for certain Sites.
- f. Green Renewable Energy Certificates (“**RECs**”): some SER 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 set out in your Energy plan by which you may want to off-set your monthly electricity consumption. This excess may be altered at any time.
- g. Micro-Generation Rate (“**MGR**”): electricity exported to the Alberta electricity grid by micro-generators is calculated based on bi-directional meter read information provided by your Energy Distribution Company. The rate paid 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.
- h. Top Up Energy Rates: If you have elected to make an optional “top up”, we will charge you an amount equal to that optional top up, as part of your energy bill. We will record this top up as a donation made on your behalf to whatever charity Peace Power designates, or a charity that you have designated. Even though the top up is in addition to the Energy rates, we will treat all amounts, including top ups, as amounts owing under your monthly bill. This means that any non-payments of any amount, including top ups, will be treated as a non-payment under this Agreement. If you wish to discontinue top ups, we will require ten (10) business days’ written notice.
- i. Additional Charges: in addition to the charges for Energy described above, Peace Power may charge you additional charges such as administration charges and other charges related to the supply of Energy under your plan. Such charges will be shown on your bill.
- j. Paper Bill Fee: if you require a paper bill, a charge of \$3.00 CAD will be added to each monthly bill to cover Peace Power’s cost of processing and mailing.

Any and all fees under this Agreement shall be subject to applicable third party charges, meaning the amounts that are charged to Peace Power by third parties as they relate to the supply of Energy to the Site(s), which may include: (i) enrollment and de-enrollment/exit fees; (ii) franchise fees; (iii) tariffs;(iv) local access fees; (v) transportation charges; (vi) transmission and distribution charges; (vii) rate riders; (viii) UFG-Related Charges; (ix) delivery charges; (x) taxes; and (xi) any similar or comparable charges.

4.2 Tools

Peace Power may also provide other energy-related services such as analytics and other tools to better demonstrate your consumption to you and to help you manage same (the “**Tools**”). The Tools may be provided to you in partnership with a third party and, in order to provide you with Tools, Peace Power may need to provide your consumption and other information to third-party partners. Such provision will be in accordance with privacy policies governing this Agreement and provision of the Energy. By executing this

Agreement, you are consenting to Peace Power providing such information to third parties as required in Peace Power's sole discretion from time to time.

4.3 Rate and Plan Changes

The Energy Rate(s) offered by Peace Power change periodically based upon normal supply and demand conditions in the Alberta marketplace. You, as a Customer, are expected to monitor the market and to actively participate in obtaining the best rates for you. Peace Power is not responsible whatsoever of notifying you of rate changes or posted rates from other suppliers of Energy, or to change your Energy plan without your instruction and consent.

- (a) In the event that you wish to change your Energy plan, you are required to submit a rate change request form through your online portal or notify our customer care team by phone or email. Such a change is subject to your qualifying for the new Energy plan and rate. A minimum of ten (10) business days' notice is required for such a change.
- (b) If approved, your new Energy Rate and plan will become effective following the next monthly meter read at your Site, provided that the new Energy Rate is available and effective on or after the meter read date.
- (c) If your new plan requires a deposit and you have not already made a deposit that is acceptable to Peace Power in its sole discretion, then the deposit will be withdrawn from your bank account within ten (10) business days of the plan change. This amount will be withdrawn via any payment method available to Peace Power.
- (d) If you are on a DFR plan, and you choose to change one of your rates, you will no longer be on a DFR plan and your electricity rate will be changed to the lowest SER available. If there is no applicable SER, the rate will be changed to a VER.

ARTICLE 5 DEPOSITS

5.1 Prudential Deposit

In order to qualify for some electricity or natural gas rates, you may be required to pre-pay a deposit ("**Prudential Deposit**") at the sole and absolute discretion of Peace Power. 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. Peace Power generally finances this prudential payment associated with the Energy services provided to you and incorporates the cost into your rate (which artificially increases the competitive retail rate). However, we may offer you the option of posting the prudential payment yourself by pre-paying a Prudential Deposit, in order to obtain a lower Energy rate.

5.2 Amount and Payment

The amount of Prudential Deposit is based on the tariff rate code as assigned to your Site by your Distribution Company. If you choose a Variable Rate plan, the maximum amount of Prudential Deposit will be equal to two times the average monthly Energy bill. If you choose a Stable Rate plan, the maximum Prudential Deposit will be equal to two times the average monthly Energy bill times the number of years of the Term of your choice of Stable Rate. We reserve the right to increase from these amounts at our sole and absolute discretion. The full amount of the Prudential Deposit shall be debited from the Customer's bank account before the Site enrollment date or, if you have chosen to switch from a Variable Rate to a Stable Rate, prior to the start of a Stable Rate.

5.3 Use

The Prudential Deposit will be assigned to our prudential account and may be used by Peace Power to post prudential payments. In the event that the Customer fails to pay its monthly payment for Energy by the due date indicated on their bill, Peace Power reserves the right to apply the funds from the Prudential Deposit toward the outstanding amount of the bill and to de-enroll the Site(s) for which that Customer was not paying, as well as to pay for any consumption up to the date of de-enrollment as well as any costs related to the early termination of the Agreement. In the event that there are funds remaining from the Prudential Deposit after all such amounts are paid, Peace Power will refund them to you with any accrued and unpaid interest. Such refund shall only be paid after a final bill is issued showing zero balance on any Site(s) connected to the relevant Customer. Refunds are made via Interac e-Transfer and happen once per month. The Prudential Deposit will be fully refunded in the event that this Agreement is cancelled within the 10-day grace period after signing this Agreement.

5.4 Security Deposit

In the event that you do not have satisfactory credit or payment history, at the sole and absolute discretion of Peace Power, we may require you to pay a security deposit ("**Security Deposit**"). The Security Deposit shall be collected as follows:

- (a) the Security Deposit shall be equal to 2 cents per kWh multiplied by the Customer's estimated annual consumption for electricity and an estimate on the average monthly utility invoice for natural gas. The total amount shall not exceed 30% of the Customer's estimated yearly Energy invoices;
- (b) Peace Power will withdraw the full amount of the Security Deposit pre-enrollment and enrollment will not occur until the Security Deposit is paid;
- (c) the Security Deposit will be fully refunded in the event that this Agreement is cancelled within the 10-day grace period after signing this Agreement;
- (d) Peace Power shall hold the Security Deposit in a non-interest bearing trust account and refund it in full to you in the event that you make 12 consecutive required monthly payments without default; and
- (e) if you default on a payment while Peace Power is holding a Security Deposit, Peace Power may utilize your Security Deposit to pay any outstanding unpaid amounts and may, at its sole and absolute discretion, cancel or terminate this Agreement without notice to you.

ARTICLE 6 BILLING AND PAYMENT

6.1 Billing

Peace Power will bill you regularly by way of emailing you a monthly billing statement based on the most recent contact information that we have on file for you. You must pay each bill in full. Your billing statement will be processed monthly and the timing will be dictated by your Sites' meter read cycle. Your bill's payment due date may fluctuate month to month. Your billing statement email will include an online link whereby you can view, download or print invoice details for each Site. Your bill will include charges and adjustments for the Energy supplied to you under your chosen Energy plan, as well as other charges as referred to in this Agreement. The portion of your bill related to consumption is based on meter readings and estimates provided by your Distribution Company. Peace Power may also make estimates if actual data is not available. Therefore, your invoice may be debited or credited as we adjust prior period estimates to actual values. You are responsible for paying all bills in connection with this Agreement, even those that we invoice after the end of the Term for costs or adjustments incurred due to consumption during the Term or notice period when this Agreement is terminated. Subject to applicable laws, you are responsible for all charges on your bill, even if you don't receive your bill on time, or at all, for any reason. This includes, without limitation, an interruption in postal service or a situation where we don't have your correct contact information. We may terminate this Agreement without notice if you don't pay your bills on time, at which point you will still owe the amounts from any and all outstanding bills.

6.2 Payment

You must enter into a payment agreement acceptable to Peace Power, which may include Pre-Authorized Debit (PAD) withdrawals, and your billing statement will advise you when payment will be taken pursuant to that payment agreement. Payment under this Agreement will be governed by the following terms:

- (a) By providing Peace Power with your banking information, you authorize Peace Power to draw or deposit on your account with the branch of the financial institution where you maintain an account. This authorization cannot be cancelled if there is an outstanding billing balance due and payable to Peace Power;
- (b) You acknowledge this authorization is provided for the benefit of Peace Power and your bank, and is provided in consideration of your bank agreeing to process payments and credits against your account in accordance with the rules of the Canadian Payments Association;
- (c) You acknowledge and agree that Peace Power may use your account and PAD details to pay *any* outstanding amounts owed relating to you as a Customer, or your specific Site(s). For greater certainty, you hereby authorize Peace Power to utilize the account and PAD issued under this Agreement to pay outstanding amounts under another agreement for another site, linked to you as a Customer, or another agreement for the same Site, linked to you as a Customer;
- (d) You undertake to inform Peace Power, in writing, of any change in the account information provided in this authorization at least 10 days prior to the next due date of the PAD;
- (e) You acknowledge that your bank is not required to verify that a PAD has been issued in accordance with the particulars of your authorization including, but not limited to, the amount and further acknowledge that your bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Peace Power as a condition to honoring a PAD issued or caused to be issued by Peace Power on your account; and
- (f) Revocation of this authorization does not terminate any agreement for goods or services that exists between you and Peace Power. Your authorization applies only to the method of payment and does not otherwise have any bearing on the agreement for goods or service.

6.3 Estimated and Actual Consumption

The portion of your bill related to consumption is based on the metered or estimated Energy data provided by your Distribution Company. You hereby agree that Peace Power may adjust your bill, either within that billing cycle or on a future bill, to account for the change from estimated to actual consumption.

6.4 Late Payments or Disputed Bills

If we do not receive your payment in full by the due date specified on your bill, you will be charged and must pay interest at the rate of 18% per year ("**Late Charge**") on all overdue amounts calculated, which Late Charge shall be compounded monthly from thirty (30) days after the date of the invoice until the date that payment is received in full. Returned payments from financial or lending institutions for insufficient funds or any other reason will result in a charge to you of CDN\$45.00 or such higher amount as is charged by the applicable financial or lending institution with respect to such returned payment. You may dispute a bill up to thirty (30) days upon receipt of a bill; it is your responsibility to review and ensure you are being billed on the correct rate and Site ID and notify us of an error as soon as possible.

If you do not pay your bills on time, we may terminate this Agreement without notice and seek recovery of all related costs. In the event that Peace Power has to commence collection steps on your unpaid bills, you hereby agree to pay and Peace Power hereby acknowledges that it will charge you, all costs associated with such collection. You will be responsible for, and indemnify Peace Power for, all legal and collection fees (including fees and disbursements paid to our legal counsel on a solicitor and own client basis). In the event that you have unpaid amounts owing at any time, Peace Power may use any deposit paid by you in order to pay same.

ARTICLE 7 GENERAL PROVISIONS

7.1 No Resale

The Customer agrees that this Agreement and the Energy supplied to you pursuant to it are for your use only and shall not be resold.

7.2 Limitation and Clarification of Responsibilities and Liabilities

We do not control and are 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, distribution services, voltage and frequency of electricity and pressure and flow of natural gas). Other entities control these various mechanisms and they are outside of our control. We explicitly limit, and you expressly agree that we limit, our responsibility and liability for these items. You are subject to the terms and conditions of distribution service and tariffs of the Distribution Company or its agent. 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. We are only responsible for damages caused directly by our actions and the actions of those for whom we are responsible at law. 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 Agreement. The Customer agrees that Peace Power shall not be liable for, and the Customer shall not pursue, a claim for exemplary, special, incidental, indirect, consequential, or punitive damages, or damages relating to loss of goodwill, use, revenue, profit, or opportunity, howsoever caused. The Customer(s) declare and acknowledge themselves to be bound jointly and severally with one another with respect to the fulfillment of all obligations of the Customer pursuant to this Agreement.

7.3 Privacy

The information you provide to us will be used to establish and collect money for your account, to arrange for the supply of Energy under this Agreement, for credit assessment and reporting purposes, for law enforcement activities and to communicate with you. You agree that the information you give us may also be shared with third parties who provide Tools, and any other party to whom we transfer, grant or pledge – or intend to transfer, grant or pledge – an interest in this Agreement. We may use your information (and disclose your information to our affiliates, agents, brokers, and business partners) to assist us (and them) to develop, enhance, market or provide products or services, to understand our (and their) customers' needs and preferences, and to meet legal and regulatory requirements. Your information won't be collected, used or disclosed for any other reason unless authorized by law.

By entering into this Agreement, you consent to us collecting, retaining, using, and disclosing your information in the manner described in this section. If you have questions or concerns about how your information is protected, please contact us at:

Email: customercare@peacepower.ca

Mail: Suite 760, 11012 Macleod Trail SE, Calgary AB T2J 6A5

Phone: 1-855-780-9964

7.4 Notice and Customer Contact Information

If you wish to take action under this Agreement that requires the giving of notice, including providing cancellation or termination notice or updating your contact information, you must do so in writing to the email or mailing address **only** listed in this Section by phone to the phone number **only** listed in this section (any notices of any kind relating to this Agreement provided by voicemail will be of no force or effect). You can only change your name as a party to this Agreement if it is in connection with a valid legal name change.

We will provide you with written notice (based on your most current email address on file) of any changes or significant actions we take under this Agreement. You agree that the written notice may be made on your bill, included with your bill or sent by email to your current email address on file. You agree that we may send you market-related information to your email address on file from time to time. You will have the choice of opting out from such communications.

You are responsible for ensuring we have a current record of your contact information and your email address. We are not responsible for any loss you suffer from not receiving a notice because we didn't have your most current contact information or email address. Unless otherwise provided in this Agreement, any such notice to either Party shall be deemed to have been duly given and received when delivered personally or upon the completion of the electronic or fax transmission. Any party may give notice of change of address to the other parties in the same manner as set out above and once such notice is given, all future notices and communications to that party will be given to the new address.

You may add another person to your account who you would like to be authorized to make decisions regarding your account (a "**Contact Person**"). You agree that Peace Power may fully rely on and that you will be bound by the decisions, information and directions provided to Peace Power by such other person. This can include contacting us to discuss the bill, making decisions about Energy rates or update banking or personal information (such as email address etc.). The Contact Person may not open or close an account in your name. The Contact Person's name will not be displayed on the bill but will be noted in our records.

For further information, please contact us at:

Email: customercare@peacepower.ca

Mail: Suite 760, 11012 Macleod Trail SE, Calgary AB T2J 6A5

Phone: 1-855-780-9964

7.5 Entire Agreement and Execution

Any amendments to this Agreement must be made in writing with the consent of both parties, unless otherwise described herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. This Agreement, together with the Sign-Up Sheet and any accompanying policies, the information that you have provided on our website, and any other agreement referred to herein, constitute the entire agreement as between us.

This Agreement may be executed in any number of counterparts by any one or more of the Parties. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement. Digital execution shall constitute execution of this Agreement and shall be of the same force and effect as if this Agreement was executed by hand. By indicating that you agree to the terms and conditions in this Agreement, you are indicating that you are bound by and accept same.

7.6 Interpretation

All headings in this Agreement are inserted for reference only. 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 and vice versa. You agree that in the interpretation of this Agreement, no rule of contract construction shall apply to disadvantage against the Party that prepared this Agreement, or the Party that seeks to rely on this Agreement or any part of it.

7.7 Non-Waiver

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

7.8 Class Action

You hereby waive any right you may have to commence or to participate in any class action against Peace Power or any party affiliated with Peace Power related to any claim where such a waiver is permitted. Where applicable and permitted, you also agree to opt out of any class proceedings against Peace Power or any party affiliated with Peace Power.

7.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns

7.10 Severability

If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, this Agreement shall be construed without such provision or applicable part of the provision.

7.11 Survival

Sections 2.4, 3.6, 3.9, 3.10, 3.12, and Articles 5, 6, and 7, in addition to those that by their nature should survive, shall not conclude on the termination of this Agreement, but shall survive and continue in full force and effect for the benefit of, and shall be binding upon, the Parties following the end of the Term.

7.12 Customer Authority

You agree 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 Agreement. We are relying on that authority for the purposes of this Agreement.

7.13 Time

Time shall be of the essence for this Agreement.

7.14 Governing Law and Attornment

This Agreement is governed according the laws of the Province of Alberta and the laws of Canada that apply in Alberta. The Parties hereto explicitly agree to the exclusive jurisdiction of the courts of the Province of Alberta and, particularly, the judicial centre of Edmonton, without regard to conflict of laws provisions.