



## Terms and Conditions

Customers are free to purchase natural gas services or electricity services from a retailer of their choice. For a list of retailers, visit [ucahelps.alberta.ca](http://ucahelps.alberta.ca) or call 310-4822 (toll free in Alberta).

# Easymax<sup>®</sup>

## General Terms and Conditions

Wherever we refer to "ENMAX Energy", "we", "our" and "us", it means ENMAX Energy Corporation. Capitalized terms are defined at the end of these Easymax General Terms and Conditions.

### 1.0 YOUR EASYMAX AGREEMENT

#### 1.1 One Agreement

This Agreement is comprised of (i) the Sign-up Form (including the Site Schedule), (ii) these Easymax General Terms and Conditions, (iii) the Easymax Product Offering Terms and Conditions, (iv) the terms and conditions of any new or different Easymax product or service we offer under this Agreement for which you qualify and that you participate in or purchase from time to time, (v) any telephone conversation between you and us recorded by ENMAX Energy by which you enter into or amend this Agreement and (vi) any Internet contract acknowledged by you relating to this Agreement. All components of this Agreement shall form one singular agreement.

#### 1.2 Easymax Product Offering Terms and Conditions

These Easymax General Terms and Conditions apply to all Energy Plans. The Easymax Product Offering Terms and Conditions set out certain additional terms and conditions relating to particular types of Energy Plans. If there is a provision found in the Easymax Product Offering Terms and Conditions or any other part of the Agreement that conflicts with these Easymax General Terms and Conditions, these Easymax General Terms and Conditions shall prevail to the extent of the conflict, unless otherwise expressly stated in the Easymax Product Offering Terms and Conditions or such other part of the Agreement.

#### 1.3 Agreement for supply and payment of Energy

We agree to supply Energy to you and you agree to pay us based on the terms and conditions of this Agreement.

### 2.0 CONDITIONS AND SUPPLY OF ENERGY

#### 2.1 Eligibility

This offer is not open to you if:

- (a) you have, or we believe your Profile indicates you have, aggregate Energy requirements for Sites that exceed 250,000 kilowatt hours (kWhs) of electricity per year or 2,500 gigajoules (GJs) of natural gas per year;
- (b) you are purchasing electricity for Sites located in certain Rural Electrification Associations;
- (c) you are purchasing gas for Sites located in a rural gas co-op or a municipally owned gas utility which has enacted an exclusivity bylaw; or
- (d) you are purchasing Energy for Sites that are otherwise not within ENMAX Energy's service territory.

#### 2.2 Credit Requirements

Our obligation to start supplying Energy to your Site(s) is conditional upon you meeting our credit requirements. You: (i) agree to provide us with and authorize us to request and receive from third parties reasonable financial and credit information; and (ii) authorize any bank, insurance company, financial institution, agency or other third party to disclose to us any information they may have pertaining to your financial affairs (collectively, the "Credit Information"). We'll use the Credit Information, to evaluate your eligibility. Following our evaluation, we may require a deposit before arranging for the supply of Energy to your Site(s). You agree to maintain creditworthiness satisfactory to ENMAX Energy at all times while this Agreement is in effect. If you do not maintain creditworthiness satisfactory to ENMAX

Energy, we may, in our sole discretion, request a deposit in accordance with this section or cancel this Agreement in accordance with Section 5.4(b). We may use any deposit you make to pay for any amounts owing under this Agreement or any other agreement we have with you to arrange for the supply of electricity or gas.

At any time while this Agreement is in effect or while you owe us any obligation under this Agreement:

- (a) you agree to provide us with and authorize us to request and receive from third parties reasonable financial and credit information;
- (b) you authorize any bank, insurance company, financial institution, agency or other third party to disclose to us any information they may have pertaining to your financial affairs; and
- (c) you consent to us disclosing credit information about you to any credit reporting agency or similar third party.

#### 2.3 Enrolment with Distribution Company

ENMAX Energy has no obligation under this Agreement to supply Energy to a Site at any time unless that Site is enrolled by the Distribution Company with us designated as your retailer.

#### 2.4 Appointing Us as Your Agent

By entering into this Agreement, you appoint us as your limited agent to arrange for the supply of Energy under this Agreement. This agency ends when we have fulfilled our obligations under this Agreement. We will act as your agent only for purposes directly related to this Agreement. You authorize the Distribution Company to give us your consumption information and any related information that we may require. You agree not to revoke this appointment and not to appoint another agent until this Agreement has terminated or been cancelled. You agree that we are not your financial advisor and therefore have no liability for the choices you make with respect to your Energy Plan(s).

#### 2.5 Start Date

Subject to the rest of this Article 2.0, we will begin the supply of Energy to the Site no later than 40 days from:

- (a) the Effective Date; or
- (b) the date you add a Site to this Agreement, (as applicable). You acknowledge that the Start Date may occur sooner than the end of this 40 day period.

### 3.0 BILLING AND PAYMENT

#### 3.1 Billing

We will bill you regularly, based on the most current contact information you have provided to us. You must pay our bill in full by the Current Bill Date. Unless we agree otherwise in writing, you must pay us through a method of payment we accept as a payment option for your Energy Plan(s) at the time of payment. Your bill includes (i) charges and adjustments for all Energy supplied to you under the Energy Plan(s) you have chosen as set out in the Easymax Product Offering Terms and Conditions and other charges as set out in this Agreement, (ii) additional charges associated with any other products or services offered by ENMAX Energy or our Affiliates and; (iii) paper bill charges if you choose to receive a paper bill rather than an electronic bill; and (iv) charges we are required or authorized at law or under contract with a third party to charge you. Subject to applicable law, you are responsible for all the charges on your bill, even if you do not receive your bill on time or at all, for any reason, including without limitation, as a result of an interruption in the postal service, or if we do not have your correct address. If you only pay part of your bill, we will allocate payments to items in our discretion.

#### 3.2 Account Transfer

We may transfer all services billed by ENMAX Corporation or any of its Affiliates that are connected with the Site(s) to your Easymax account.

### 3.3 Estimated and Actual Consumption

The portion of your bill related to consumption is based on your metered Energy consumption or estimates of Energy consumption that we or the Distribution Company make. Periodically, we will make adjustments between estimated and actual consumption on a future bill.

### 3.4 Late Payments and Disputed Bills

If we do not receive your payment by the date indicated on your bill, we will charge you a Late Payment Charge. If you dispute your bill, you must pay your bill in full while the dispute is being resolved. In addition, you are responsible for all legal and collection fees associated with us trying to collect any amounts owing from you. If you do not pay your bills on time, we may cancel this Agreement in accordance with Section 5.4(a).

## 4.0 CHANGES TO THE SUPPLY OF ENERGY

### 4.1 Moving

You must give us at least 30 days' notice before you move and your notice must specify your new Site identification number and service address. If you do not give us at least 30 days' notice before you move, any interruption in the supply of Energy and any costs either you or we incur as a consequence of the inadequate notice will be your responsibility. If your new Site is within a territory we serve, this Agreement will be amended to apply to your new Site. If your new Site is not within a territory we serve, this Agreement will terminate on the date of your move, and you will remain responsible for any outstanding obligations under the terminated Agreement until satisfied in full.

### 4.2 Adding a Site

Subject to Article 2.0, you may add a Site to this Agreement by calling our Customer Care Centre at 310-2010 (toll-free in Alberta). You will need to tell us (i) the Site identification number and service address you want to add, (ii) whether your request applies to electricity or natural gas, or both, and (iii) which of the then-available Energy Plan(s), for which you and your Site qualify, you want to add. Following receipt of your request, and subject to the rest of the provisions of this Agreement, we will add the Site to this Agreement.

In addition to your general right to delete a Site from this Agreement set out in Section 4.4, any time you add a Site to this Agreement, you may cancel that added Site from this Agreement:

- (a) without cost or penalty within 10 days after that Site is added to this Agreement;
- (b) without penalty within 60 days after you received your first billing statement from us with respect to that Site, provided you will still be required to pay for any Energy consumed at that Site while under contract with us;
- (c) without cost or penalty if another agreement for energy services presently exists for the same Site(s) as under this Agreement, except if the existing agreement is to expire on or before the day we start supplying Energy to that Site under this Agreement; or
- (d) without penalty within one year from the date that Site is added to this Agreement if we (i) do not set out a specified or ascertainable date on which the supply of Energy is to begin, (ii) do not begin the supply of Energy within 30 days of the Start Date (unless, after the 30-day period, you have expressly authorized the supply of Energy to begin), or (iii) are not properly licensed at law to enter into this Agreement with you; provided you will still be required to pay for any Energy consumed at that Site while under contract with us.

To cancel that Site from this Agreement, you must notify us by calling our Customer Care Centre at 310-2010 (toll-free in Alberta) or as otherwise set out in Section 7.3(b).

### 4.3 Changing your Energy Plan

You may change the Energy Plan you have chosen for an existing Site one time during each billing cycle, based on the then-available Energy Plans for this Agreement, for which you and that Site qualify. This switch becomes effective on the date of the requested change and will be reflected on your next bill. After you have switched away from an Energy Plan, we may choose to stop offering that Energy Plan, in which case that Energy Plan would no longer be available to you.

### 4.4 Deleting a Site

You may delete a Site from this Agreement at any time without penalty by providing us with one month's notice. You will need to (i) list the Site identification number and service address you want to delete and (ii) tell us whether your request applies to electricity or natural gas, or both. After you delete a Site from this Agreement, we may choose to stop offering the Energy Plan that you had selected for that Site, in which case that Energy Plan would no longer be available to you. To delete a Site from this Agreement, you must notify us by calling our Customer Care Centre at 310-2010 (toll-free in Alberta) or as otherwise set out in Section 7.3(b). Your outstanding obligations under this Agreement (including any outstanding payment obligations) in respect of the Site will survive the cancellation or deletion of the Site until any such obligations have been satisfied in full.

## 5.0 TERMINATING THE AGREEMENT

### 5.1 Your General Easymax Cancellation Right

You may cancel this Agreement at any time without penalty by providing us with one month's notice.

### 5.2 Provincial Law Cooling-off Periods

In addition to your general cancellation right set out in Section 5.1 above, you may cancel this Agreement:

- (a) without cost or penalty within 10 days after we receive a copy of the Agreement signed by you, in the case of a written agreement between you and us;
- (b) without cost or penalty within 10 days after you have acknowledged this Agreement online, if you entered into this Agreement over the Internet;
- (c) without cost or penalty within 10 days after you receive a copy of the Agreement from us, if you entered into this Agreement over the telephone;
- (d) without penalty within 60 days after you receive your first billing statement from us, if you entered into this Agreement over the telephone, provided you will still be required to pay for any Energy consumed while under contract with us;
- (e) without cost or penalty if another agreement for energy services presently exists for the same Site(s) as under this Agreement, except if the existing agreement is to expire on or before the Start Date of this Agreement; or
- (f) without penalty within one year from the Effective Date if you entered into this Agreement over the telephone and we (i) do not set out a specified or ascertainable date on which the supply of Energy is to begin, (ii) do not begin the supply of Energy within 30 days of the Start Date (unless, after the 30-day period, you have expressly authorized the supply of Energy to begin), or (iii) are not properly licensed at law to enter into this Agreement with you; provided you will still be required to pay for any Energy consumed while under contract with us.

### 5.3 Notice of Cancellation

To cancel this Agreement, you must notify us at 310-2010 (toll-free in Alberta) or as otherwise set out in Section 7.3(b).

## 5.4 Our Cancellation Rights

We may cancel all or a portion of this Agreement or one or more of your Energy Plan(s) without penalty:

- (a) immediately on notice to you if you do not fulfill any of your obligations under this Agreement;
- (b) immediately on notice to you if you or your Site(s) do not meet the requirements set out in Sections 2.1(b), 2.1(c), 2.1(d), 2.2, 2.3 and 2.4 or you become Insolvent;
- (c) on one month's notice to you at our discretion, if you exceed, or we believe your Profile indicates you will exceed, the aggregate Energy limits specified in Section 2.1(a); or
- (d) on one month's notice to you at our discretion, unless your Energy Plan has a fixed or guaranteed Energy Rate. In that case we will honour the fixed or guaranteed price portion of your Energy Plan (but not any floating or variable price portion) for the applicable term, provided you and your Site continue to qualify for the Energy Plan, and subject always to our rights of cancellation under Sections 5.4(a), (b), and (c) above.

## 5.5 Suspension of Service

You and we agree that if this Agreement has terminated or been cancelled other than by us pursuant to Section 5.4, and you choose to resume service with an Energy Plan under the terms of this Agreement within 60 days, this Agreement will be deemed not to have terminated or been cancelled and you will continue on this same Agreement.

## 5.6 De-Enrollment and Outstanding Obligations

Any cancellation or termination of this Agreement or cancellation or deletion of a Site is effective upon de-enrollment of the applicable Site(s) by the Distribution Company. When the Distribution Company does this, you will receive Energy from a default supplier or another retailer you choose at the Site(s). Your outstanding obligations under this Agreement (including any outstanding payment obligations) will survive the cancellation or termination of this Agreement or cancellation or deletion of any Site until any such obligations have been satisfied in full.

## 6.0 UNEXPECTED EVENTS

Certain events beyond our control may make it impossible for us to fulfill our obligations under this Agreement. We are not legally responsible to you in those events and will resume our obligations as soon as we reasonably can. This Agreement will otherwise remain in full effect.

## 7.0 OTHER DUTIES AND RESPONSIBILITIES

### 7.1 LIMITATION ON RESPONSIBILITY

YOU AGREE THAT AS YOUR ENERGY RETAILER, 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 VOLTAGE AND FREQUENCY OF ELECTRICITY, AND PRESSURE AND FLOW OF NATURAL GAS). YOU AGREE THAT YOU ARE SUBJECT TO THE TERMS AND CONDITIONS OF DISTRIBUTION SERVICE OF THE DISTRIBUTION COMPANY OR ITS AGENT, AND FAILURE TO COMPLY WITH THOSE TERMS AND CONDITIONS MAY RESULT IN YOU BEING DISCONNECTED FROM THE DISTRIBUTION SYSTEM, OR SUBJECT TO FEES OR OTHER CHARGES. YOU AGREE THAT WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS, AND THE ACTIONS OF THOSE FOR WHOM WE ARE RESPONSIBLE AT LAW. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR AND YOU RELEASE US FROM PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE OR LOST PROFITS. YOU AGREE THAT THIS PROVISION SURVIVES CANCELLATION OR TERMINATION OF THIS AGREEMENT.

## 7.2 Privacy

The information you provide to us in any form or manner may be used and disclosed to others (including our service providers, the Distribution Company and regulators) to establish and collect money for your account, to arrange for the supply of Energy, for credit assessment and reporting purposes, for research, training and quality assurance purposes, to communicate with you for educational or informational purposes, about your account, about your energy usage, or about offerings and services from ENMAX Energy, its Affiliates or third parties, and for any other reason required or authorized by law. We will not use or disclose your information for any other purpose without first requesting your consent.

We do not directly provide all the services related to your relationship with us. We may use third party service providers to provide certain of these services, including, without limitation, account administrative support, data storage, client communications and marketing. We may also engage third party service providers located in other jurisdictions outside Alberta or Canada to provide these services (including, without limitation, the United States of America). As a result, your personal information may be accessible to regulatory authorities in accordance with the laws of any such third party's jurisdiction. Regardless of where our service providers are located, we communicate our own commitment to privacy as well as our expectations regarding the confidentiality and treatment of your information to our service providers.

By entering into this Agreement, you consent to us collecting, retaining, using, and disclosing your information in the manner described in this Section 7.2 and in accordance with the terms of ENMAX Energy's privacy policy and Privacy Commitment, which can be viewed at [www.enmax.com](http://www.enmax.com), for the duration of this Agreement and 60 days thereafter or until all your obligations under this Agreement are fulfilled, whichever is later. If you have questions or concerns about how your information is protected, contact our Customer Advocacy team at 310-2010 (toll-free in Alberta), or by email at [privacy@enmax.com](mailto:privacy@enmax.com).

## 7.3 Notices

### (a) Notices from ENMAX Energy to You

Any notices to you required or provided under this Agreement shall be in writing and sent to the billing address or email address set out on the Sign-up Form (or such other address or email address as you may from time to time notify us of). You agree that any such notice may be included in your bill, mailed or couriered to you, or provided by email to you, at our discretion.

### (b) Notices to Us

Unless otherwise expressly stated in this Agreement, any notice that you wish to provide, or are required to provide, to us under this Agreement must be sent to us at the address or contact information for us on the Sign-up Form (or such other address or contact information as we may from time to time notify you of) by any method that will allow you to provide evidence that you gave notice, including, without limitation, by personal service, registered mail, courier or fax, or by calling our Customer Care Centre at 310-2010 (toll-free in Alberta).

## 7.4 Entire Agreement

This Agreement represents the entire agreement between you and us.

## 7.5 Waiver and Remedies

No failure or delay to exercise a right under this Agreement will cancel that right. Seeking one remedy does not prevent either you or us from seeking any other remedies we are entitled to seek.

## 7.6 Fixing Legal Problems with the Agreement

If any part of this Agreement cannot be enforced, you and we agree to fix that part of this Agreement to make it enforceable without changing the intent of this Agreement. If that part cannot be fixed without changing the intent of this Agreement, it will be removed and the rest of this Agreement will stay in effect.

## 7.7 No Resale

You agree that the Energy supplied to you pursuant to this Agreement is for your use only and may not be resold.

## 7.8 Additional Person Access

You may add another person to your account who you would like to be authorized to make decisions regarding your account. You must notify us of this change to your account by calling our Customer Care Centre at 310-2010 (toll-free in Alberta) or as otherwise set out in Section 7.3(b). You agree that ENMAX Energy may fully rely on, and that you will be bound by, the decisions, information and directions provided to ENMAX Energy by such other person.

## 7.9 Authority

You agree that you are the account holder in relation to the Site(s), or are authorized by the account holder in relation to the Site(s), and that you have the authority to enter into this Agreement and bind the account holder. We are relying on that authority for the purposes of this Agreement.

## 7.10 Amendments

- (a) You acknowledge that we may amend this Agreement at any time in our sole discretion. We will provide two months' notice to you of any amendment to this Agreement. The notice will either (i) set out the particulars of the amendment, (ii) reference a link to our website, where the particulars of the amendment will be set out, or (iii) reference your online account, in which case the particulars of the amendment will be set out in a notation on your online account. In the case of (ii) or (iii) we will provide you, at your request, with a copy in writing of the particulars of the amendment. If you object to the amendment, you may cancel this Agreement without penalty on one month's notice in accordance with Section 5.1 above. If you provide such notice at least one month prior to the amendment taking effect, the amendment will not apply to your Agreement and your Agreement will be cancelled. You agree that this Agreement will continue after the amendment has taken effect (regardless of whether or not, in the case of (ii) and (iii), you have requested a copy in writing of the particulars of the amendment) if you do not give proper notice of cancellation. Your right to cancel this Agreement at any time without penalty on one month's notice in accordance with Section 5.1 above will not be affected.
- (b) We may change the Administration Fee that you pay in respect of an Energy Plan, but we will always notify you first. Though we may decrease an Administration Fee by any amount and at any time in our discretion, we will never increase an Administration Fee by more than twenty-five (25) percent each time, and no more than two (2) times per calendar year. If we change an Administration Fee relating to one of your Energy Plans, we will notify you of such change in accordance with Section 7.10(a). In accordance with Section 5.1, you can cancel your Agreement with one month's notice before the change takes effect.
- (c) We may change either the definition of the Late Payment Charge or the percentage set out in the definition of the Late Payment Charge, but we will always notify you first. If we change the percentage set out in the definition of the Late Payment Charge, we may decrease the dollar amount that you would pay for a Late Payment Charge by any amount and at any time in our discretion, however we will never increase the dollar amount that you would pay for a Late Payment Charge by more

than twenty-five (25) percent each time, and no more than two (2) times per calendar year.

If we change either the definition of the Late Payment Charge or the percentage set out in the definition of the Late Payment Charge, we will notify you of such change in accordance with Section 7.10(a). In accordance with Section 5.1, you can cancel your Agreement with one month's notice before the change takes effect.

- (d) From time to time, ENMAX Energy may offer new or different Energy Plans under this Agreement. We are under no obligation to notify you of such additional Energy Plans. However, if you add, or switch to, such an Energy Plan, and your Easymax Product Offering Terms and Conditions do not include a set of terms and conditions applicable to that type of Energy Plan, then we will provide you with the set of Easymax Product Offering Terms and Conditions applicable to that type of Energy Plan, which will attach to and form part of your Easymax Product Offering Terms and Conditions and this Agreement. If the rest of this Agreement conflicts with the set of Easymax Product Offering Terms and Conditions applicable to that Energy Plan, the terms and conditions of the rest of this Agreement shall prevail to the extent of that conflict, unless otherwise expressly stated in that set of Easymax Product Offering Terms and Conditions.
- (e) We may from time to time choose to stop offering certain Energy Plans ("**Retired Energy Plans**"). We are under no obligation to notify you when we do this. If you are signed up for an Energy Plan that becomes a Retired Energy Plan, you will nonetheless remain on that Retired Energy Plan until it is cancelled, terminated, deleted or switched by you or us (subject to the other provisions of this Agreement).
- (f) If we believe that a change in law requires that we make a change to this Agreement, we will notify you and, notwithstanding Section 7.10(a), the changes will apply one month after the notice is sent.

## 7.11 Transferring This Agreement

We may transfer this Agreement to another retailer by giving you notice. You may not transfer this Agreement to any other person.

## 8.0 GOVERNING LAW

This Agreement will be governed by the laws of Alberta and the laws of Canada applicable in Alberta, and will be treated as an Alberta agreement.

## 9.0 DEFINITIONS

**Administration Fee** – An amount we charge, once per billing cycle, for the supply of Energy under an Energy Plan on a per Site basis. The current Administration Fees for each Energy Plan are available on enmax.com or by calling 310-2010 (toll-free in Alberta). We may change these charges from time to time in accordance with Section 7.10(b) above.

**Affiliate** – Has the meaning set out in the Business Corporations Act (Alberta), as amended from time to time; provided, however, that such entity is not a Distribution Company.

**Agreement** – The agreement between you and us, under which we agree to sell you electricity and/or natural gas and you agree to pay us, as further described in Section 1.1.

**Current Bill Date** – The "current bill date" as indicated on your applicable bill.

**Distribution Company** – The company that operates your natural gas or electricity distribution system, including the load settlement agent, and any applicable agent or appointee of such company or of such load settlement agent.

**Easymax General Terms and Conditions** – This document entitled Easymax General Terms and Conditions, as amended from time to time in accordance with this Agreement.



**Easymax Product Offering Terms and Conditions** – The document entitled Easymax Product Offering Terms and Conditions, initially provided with these Easymax General Terms and Conditions, as amended from time to time in accordance with this Agreement.

**Effective Date** – The date on which this Agreement is binding on you and us, being:

- (a) in the case of a written agreement between you and us, when we receive a copy of this Agreement, signed by you; or
- (b) if you entered into this Agreement over the telephone or Internet, when you acknowledge this Agreement.

**Energy** - The natural gas or electricity that you are buying under this Agreement, including services we provide as your retailer.

**Energy Plan** – An individual energy plan you have chosen for electricity or natural gas, as selected in the Sign-up Form, or as otherwise chosen or amended from time to time in accordance with this Agreement.

**Energy Rate** – The price per unit that you agree to pay for the Energy that is supplied to you under this Agreement. Your Energy Rate for each Energy Plan is as set out in the Sign-up Form or as otherwise agreed to or changed in accordance with this Agreement. Further details about your Energy Rate may be found in the set of Easymax Product Offering Terms and Conditions applicable to your type of Energy Plan. Your Energy Rate includes unaccounted for Energy and losses. Your Energy Rate does not include any Administration Fees or Other Charges.

**Insolvent** – You are “Insolvent” if:

- (a) you are not paying, or admit in writing to your inability to pay, debts as they become due;
- (b) you file or consent to the filing of any petition or action seeking relief under any federal, provincial or foreign bankruptcy, insolvency, reorganization, winding-up, readjustment of debts or other similar law; or
- (c) you make a general assignment for the benefit of creditors, apply for or consent to the appointment of or taking of possession of any of your assets by a custodian, receiver, bailiff, receiver-manager, trustee, liquidator or other person with similar powers.

**Late Payment Charge** - A one-time charge of 2.00% that is applied no less than twenty-five (25) days following the Current Bill Date to your outstanding total current charges as indicated on the bill.

**Other Charges** – The amounts you will pay in addition to the Energy Rate(s) and any Administration Fee(s) that are related to the supply of Energy and services under this Agreement. They are related to enrollment and exit fees, franchise fees, local access fees, transportation charges, distribution and transmission charges, delivery charges, and taxes.

**Profile** – Your consumption profile as determined by your Distribution Company.

**Retired Energy Plans** – Has the meaning given to it in Section 7.10(e).

**Sign-up Form** – Either the written sign-up form you signed and sent to us, the Internet sign-up confirmation you acknowledged online, or the telephone sign-up confirmation based on information provided by you recorded by ENMAX Energy, as applicable, pursuant to which you initially selected your Energy Plan(s). In the case of a written sign-up form, we may send you a sign-up confirmation, based on your written sign-up form; however, the actual written sign-up form that you signed and sent to us is the document that forms part of your Agreement.

**Site** – The physical location where we will supply Energy. There are different Site identification numbers for electricity and natural gas.

**Site Schedule** – The schedule of Sites originally set out on your Sign-up Form, as amended or revised from time to time to add or delete Sites in accordance with this Agreement.

**Start Date** – The date we first supply electricity or natural gas to a Site, as detailed in Section 2.5.

# Easymax Product Offering Terms and Conditions

These Easymax Product Offering Terms and Conditions form part of your Easymax Agreement. Wherever we refer to “ENMAX Energy”, “we”, “our” and “us”, it means ENMAX Energy Corporation. Words and phrases that are capitalized in these Easymax Product Offering Terms and Conditions but not defined in these Easymax Product Offering Terms and Conditions are defined in the “Definitions” section of the Easymax General Terms and Conditions.

These Easymax Product Offering Terms and Conditions are organized by types of Energy Plans. For the particular terms and conditions that apply to each Energy Plan you have selected, refer to the set of clauses that are stated to apply to that type of Energy Plan.

Subject to the various amendment provisions in the Easymax General Terms and Conditions, we reserve the right to make changes to these Easymax Product Offering Terms and Conditions at any time. If there is a provision found in these Easymax Product Offering Terms and Conditions that conflicts with the Easymax General Terms and Conditions, the provisions found in the Easymax General Terms and Conditions will prevail to the extent of that conflict unless otherwise expressly stated in these Easymax Product Offering Terms and Conditions. The inclusion of an Energy Plan type in these Easymax Product Offering Terms and Conditions does not mean we currently offer that Energy Plan type or that we will continue to offer that Energy Plan type in the future. Also, from time to time, we may offer new types of Energy Plans that are not included below.

## Fixed Electricity Energy Plans (including Dual Fuel Fixed Electricity Energy Plans)

The following set of terms and conditions applies to all Fixed Electricity Energy Plans, including all Dual Fuel Fixed Electricity Energy Plans.

### 1.0 ADDITIONAL DEFINITIONS

**Continuation Energy Plan** – Has the meaning given to it in Section 3.2 below.

**Dual Fuel Fixed Electricity Energy Plan** – An Energy Plan with a Fixed Electricity Rate that is only available for Qualifying Electricity Sites.

**Single Fuel Fixed Electricity Energy Plan** – An Energy Plan with a Fixed Electricity Rate that is not a Dual Fuel Fixed Electricity Energy Plan.

**Fixed Electricity Rate** – A fixed price per unit of electricity you will pay under this Energy Plan during the Term, as set out in the Sign-up Form for this Energy Plan or as otherwise agreed to by you and us from time to time.

**Qualifying Electricity Site** – A distinct electricity Site that is associated with a distinct natural gas Site in the Site Schedule, provided that no more than one electricity Site can be associated with the same natural gas Site.

**Term** – The term of this Energy Plan, as explained in Section 3.1 below.

### 2.0 PRICE

#### 2.1 Energy Rate

Your Energy Rate for this Energy Plan during the Term is the Fixed Electricity Rate. Except as otherwise specified in this Agreement, including, without limitation, as set out in Article 4.0 below, your Energy Rate will not change over the Term as long as you remain on the same Energy Plan. When your Term expires, this Agreement may continue as set out in Section 3.2 below and your Energy Plan, Energy Rate, Administration Fees, and Other Charges may change, and different and additional fees may apply.

## 2.2 Payment

In exchange for the supply of electricity under this Energy Plan, and in addition to other amounts payable under this Agreement, you agree to pay us, by the Current Bill Date:

- (a) the Fixed Electricity Rate, multiplied by the amount of electricity we supply to you at the applicable Site(s); plus
- (b) Administration Fees related to the applicable Site(s); plus
- (c) Other Charges related to the applicable Site(s).

## 3.0 TERM

### 3.1 Term

The length of the Term of your Energy Plan is as set out on the Sign-up Form or as otherwise agreed to by you and us (including pursuant to Section 3.2 below). Subject to early cancellation or termination in accordance with the provisions of this Agreement, your Term will begin on the Start Date, the date you switched to this Energy Plan, or the date you continued onto this Energy Plan (as applicable). For certainty, the Term extends to the end of the day in which the end of the Term is reached. See Section 3.2 below for provisions that explain what happens at the end of the Term.

### 3.2 Continuation

When the term of this Energy Plan expires, ENMAX Energy may automatically continue this Agreement for the Site to which this Energy Plan applies. If we continue this Agreement, your new Energy Plan for the applicable Site (the "**Continuation Energy Plan**") will be the longest term Fixed Electricity Energy Plan then available for which you and your applicable Site qualify. This set of Easymax Product Offering Terms and Conditions will still apply, but the term and price you pay for electricity (including the Energy Rate, Administration Fees and Other Charges) will be based on those for such longest term Fixed Electricity Energy Plan. The other provisions of this Agreement will also still apply during the continuation. At the end of the term of the Continuation Energy Plan, this continuation provision may be used by us to again continue this Agreement by creating another Continuation Energy Plan for the applicable Site.

We will provide two months' notice to you before a Continuation Energy Plan begins. If you object to the continuation, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide notice at least one month prior to the continuation taking effect, the continuation will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site. You agree that this Agreement will continue to be in effect in respect of the applicable Site after the continuation if you do not give proper notice of cancellation or deletion of the applicable Site. The continuation will not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

## 4.0 DUAL FUEL FIXED ELECTRICITY ENERGY PLANS

- (a) From time to time, in our sole discretion, we may offer different fixed electricity rates at Qualifying Electricity Sites for customers who buy both gas and electricity from us, through Dual Fuel Fixed Electricity Energy Plan(s).
- (b) If at any time you are on a Single Fuel Fixed Electricity Energy Plan, but your electricity Site is a Qualifying Electricity Site, and we offer a Dual Fuel Fixed Electricity Energy Plan with, in our opinion, similar provisions as your Single Fuel Fixed Electricity Energy Plan (including a similar length of term) but with a lower price for electricity, we may, in our discretion, switch your Qualifying Electricity Site to that Dual Fuel Fixed Electricity Energy Plan.

In that case, this set of Easymax Product Offering Terms and Conditions will still apply (including the requirement that the applicable Site remain a Qualifying Electricity Site, as further set out in Section 4.0(c) below). The price you pay for electricity (including the Energy Rate, Administration Fees and Other Charges) will be based on the price then applicable for the Dual Fuel Fixed Electricity Energy Plan to which your Site is switched. However, the length of Term remaining on your Energy Plan will not change and the other provisions of this Agreement will still apply.

We will provide two months' notice to you of any switch to a Dual Fuel Fixed Electricity Energy Plan. If you object to the switch, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide notice at least one month prior to the switch taking effect, the switch will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site.

You agree that this Agreement will continue to be in effect after the switch in respect of the applicable Site if you do not give proper notice of cancellation or deletion of the applicable Site. The switch does not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

If you choose to change your Energy Plan to a Dual Fuel Fixed Electricity Energy Plan through the "Changing your Energy Plan" section of the Easymax General Terms and Conditions, then the provisions of that section and Section 4.0(c) below will govern the switch and the other parts of this Section 4.0(b) will not apply.

- (c) If you choose to change your Energy Plan from a Single Fuel Fixed Electricity Energy Plan to a Dual Fuel Fixed Electricity Energy Plan with the same length of term as the length of term of your Single Fuel Fixed Electricity Energy Plan, through the "Changing your Energy Plan" section of the Easymax General Terms and Conditions, then, notwithstanding anything in the Easymax General Terms and Conditions, at the time of the switch, you can choose to either remain on the same term as your existing Single Fuel Fixed Electricity Energy Plan (in which case the length of term remaining on your Energy Plan will not change) or move to the term of your new Dual Fuel Fixed Electricity Energy Plan (in which case your term will begin anew).
  - (d) It is an ongoing requirement of every Dual Fuel Fixed Electricity Energy Plan that the applicable Site remain a Qualifying Electricity Site. If, for any reason, the applicable Site ceases to be a Qualifying Electricity Site, we may, in our discretion, switch the applicable Site to a Fixed Electricity Energy Plan that is not a Dual Fuel Fixed Electricity Energy Plan. This set of Easymax Product Offering Terms and Conditions will still apply, but the price you pay for electricity (including the Energy Rate, Administration Fees and Other Charges) will be based on the longest term Single Fuel Fixed Electricity Energy Plan that we are offering at the time of the switch for which you and the applicable Site qualify. However, the length of Term remaining on your Energy Plan will not change.
- We will provide two months' notice to you of any switch to a Fixed Electricity Energy Plan (that is not a Dual Fuel Fixed Electricity Energy Plan). If you object to the switch, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide such notice at least one month prior to the switch taking effect, the switch will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site.

You agree that this Agreement will continue to be in effect in respect of the applicable Site after the switch if you do not give proper notice of cancellation or deletion of the applicable Site. The switch will not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

## Index (Floating) Electricity Energy Plan

The following set of terms and conditions applies to the Index (Floating) Electricity Energy Plan.

### 1.0 ADDITIONAL DEFINITIONS

**Index (Floating) Electricity Rate** – A floating price per unit of electricity you will pay under this Energy Plan, calculated as follows:

Index (Floating) Electricity Rate=

$$\frac{\sum_{h=1}^n (CONS_h * (PPP_h + PPT_h + UFE_h + LL_h))}{\sum_{h=1}^n CONS_h} + TF$$

Where:

$n$  = the number of hours in the billing cycle.

$CONS_h$  = your electricity consumption in kWh allocated hourly in accordance with your Profile.

$UFE_h$  = all charges for unaccounted for energy in ¢/kWh (for hour h).

$LL_h$  = all charges for electric line losses in ¢/kWh (for hour h).

$PPP_h$  = the actual hourly power pool price for electricity as published in final form by the Alberta Electric System Operator converted to ¢/kWh (for hour h).

$PPT_h$  = the energy market trading charge as set and published by the Alberta Electric System Operator converted to ¢/kWh (for hour h), or any replacement or substitute charge therefor.

$TF$  = the Transaction Fee, defined below (converted to ¢/kWh).

**Transaction Fee** – The transaction fee payable per kWh for electricity under this Energy Plan. You may obtain this fee by visiting [enmax.com](http://enmax.com) or calling 310-2010 (toll-free in Alberta). We may change this fee from time to time in accordance with Article 3.0 below.

### 2.0 PRICE

#### 2.1 Energy Rate

Your Energy Rate for this Energy Plan is the Index (Floating) Electricity Rate.

#### 2.2 Payment

In exchange for the supply of electricity under this Energy Plan, and in addition to other amounts payable under this Agreement, you agree to pay us, by the Current Bill Date:

- the Index (Floating) Electricity Rate, multiplied by the amount of electricity we supply to you at the applicable Site(s); plus
- Administration Fees related to the applicable Site(s); plus
- Other Charges related to the applicable Site(s).

### 3.0 AMENDMENT OF TRANSACTION FEE

We may change the Transaction Fee that you pay as part of the Index (Floating) Electricity Rate, but we will always notify you first. Though we may decrease the Transaction Fee by any amount and at any time in our discretion, we will not increase the Transaction Fee by more than twenty-five (25) percent each time, and no more than two (2) times per calendar year. If we change the Transaction Fee, we will notify you of such change in accordance with the amendment provisions set out in the Easymax General Terms and Conditions. In accordance with the Easymax General Terms and Conditions, you can cancel your Agreement with one month's notice before the change takes effect.

## Matched Electricity Energy Plans

The following set of terms and conditions applies to all Matched Electricity Energy Plans.

### 1.0 ADDITIONAL DEFINITIONS

**Continuation Energy Plan** – Has the meaning given to it in Section 3.2 below.

**Matched Electricity Rate** – A price per unit of electricity you will pay under this Energy Plan during the Term, equal to the Rate of Last Resort determined in accordance with the *Rate of Last Resort Regulation* (as amended from time to time), for your Site location, as reasonably determined by ENMAX Energy.

**Term** – The term of this Energy Plan, as explained in Section 3.1 below.

### 2.0 PRICE

#### 2.1 Energy Rate

Your Energy Rate for this Energy Plan during the Term is the Matched Electricity Rate. When your Term expires, this Agreement may continue as set out in Section 3.2 below and your Energy Plan, Energy Rate, Administration Fees, and Other Charges may change, and different and additional fees may apply.

#### 2.2 Payment

In exchange for the supply of electricity under this Energy Plan, and in addition to other amounts payable under this Agreement, you agree to pay us, by the Current Bill Date:

- the Matched Electricity Rate, multiplied by the amount of electricity we supply to you at the applicable Site(s); plus
- Administration Fees related to the applicable Site(s); plus
- Other Charges related to the applicable Site(s).

### 3.0 TERM

#### 3.1 Term

The length of the Term of your Energy Plan is as set out on the Sign-up Form or as otherwise agreed to by you and us (including pursuant to Section 3.2 below). Subject to early cancellation or termination in accordance with the provisions of this Agreement, your Term will begin on the Start Date, the date you switched to this Energy Plan, or the date you continued onto this Energy Plan (as applicable). For certainty, the Term extends to the end of the day in which the end of the Term is reached. See Section 3.2 below for provisions that explain what happens at the end of the Term.

#### 3.2 Continuation

When the term of this Energy Plan expires, ENMAX Energy may automatically continue this Agreement for the Site to which this Energy Plan applies. If we continue this Agreement, your new Energy Plan for the applicable Site (the "Continuation Energy Plan") will be the longest term Fixed Electricity Energy Plan then available for which you and your applicable Site qualify. The set of Easymax Product Offering Terms and Conditions applicable to Fixed Electricity Energy



Plans will apply, and the term and price you pay for electricity (including the Energy Rate, Administration Fees and Other Charges) will be based on those for such longest term Fixed Electricity Energy Plan. The other provisions of this Agreement will still apply during the continuation. At the end of the term of the Continuation Energy Plan, the continuation provision described in the set of Easymax Product Offering Terms and Conditions applicable to Fixed Electricity Energy Plans may be used by us to again continue this Agreement by creating another Continuation Energy Plan for the applicable Site.

We will provide two months' notice to you before a Continuation Energy Plan begins. If you object to the continuation, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide notice at least one month prior to the continuation taking effect, the continuation will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site. You agree that this Agreement will continue to be in effect in respect of the applicable Site after the continuation if you do not give proper notice of cancellation or deletion of the applicable Site. The continuation will not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

#### 4.0 CHANGES TO RATE OF LAST RESORT

If there is a material change in the Rate of Last Resort or the methodology used to calculate or determine the Rate of Last Resort, and as a result charging the Matched Electricity Rate is, in our opinion, no longer economically or operationally viable for ENMAX Energy, we may switch the Site to which this Energy Plan applies to the longest term Fixed Electricity Energy Plan then available for which you and the applicable Site qualify. If we switch the applicable Site, the set of Easymax Product Offering Terms and Conditions that apply to Fixed Electricity Energy Plans (including any continuation provisions) will apply, and the price you will pay for electricity (including the Energy Rate, Administration Fees and Other Charges) will be based on such longest term Fixed Electricity Energy Plan. However, the length of Term remaining on your Energy Plan will not change.

We will provide two months' notice to you before we switch the applicable Site to a Fixed Electricity Energy Plan. If you object to the switch, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide notice at least one month prior to the switch taking effect, the switch will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site. You agree that this Agreement will continue to be in effect in respect of the applicable Site after the switch if you do not give proper notice of cancellation or deletion of the applicable Site. The switch will not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

### Fixed Natural Gas Energy Plans

The following set of terms and conditions applies to all Fixed Natural Gas Energy Plans.

#### 1.0 ADDITIONAL DEFINITIONS

**Continuation Energy Plan** – Has the meaning given to it in Section 3.2 below.

**Fixed Natural Gas Rate** – A fixed price per unit of gas you will pay under this Energy Plan during the Term, as set out in the Sign-up Form or as otherwise agreed to by you and us from time to time.

**Term** – The term of this Energy Plan, as explained in Section 3.1 below.

## 2.0 PRICE

### 2.1 Energy Rate

Your Energy Rate for this Energy Plan during the Term is the Fixed Natural Gas Rate. Except as otherwise specified in this Agreement, your fixed rate will not change over the Term as long as you remain on the same Energy Plan. When your Term expires, this Agreement will continue as set out in Section 3.2 below and your Energy Plan, Energy Rate, Administration Fees, and Other Charges may change, and different and additional fees may apply.

### 2.2 Payment

In exchange for the supply of natural gas under this Energy Plan, and in addition to other amounts payable under this Agreement, you agree to pay us, by the Current Bill Date:

- (a) the Fixed Natural Gas Rate, multiplied by the amount of natural gas we supply to you at the applicable Site(s); plus
- (b) Administration Fees related to the applicable Site(s); plus
- (c) Other Charges related to the applicable Site(s).

## 3.0 TERM

### 3.1 Term

The length of the Term of your Energy Plan is as set out on the Sign-up Form or as otherwise agreed to by you and us (including pursuant to Section 3.2 below). Subject to early cancellation or termination in accordance with the provisions of this Agreement, your Term will begin on the Start Date, the date you switched to this Energy Plan, or the date you continued onto this Energy Plan (as applicable). For certainty, the Term extends to the end of the day in which the end of the Term is reached. See Section 3.2 below for provisions that explain what happens at the end of the Term.

### 3.2 Continuation

When the term of this Energy Plan expires, ENMAX Energy may automatically continue this Agreement for the Site to which this Energy Plan applies. If we continue this Agreement, your new Energy Plan for the applicable Site (the "**Continuation Energy Plan**") will be the longest term Fixed Natural Gas Energy Plan then available for which you and your applicable Site qualify. This set of Easymax Product Offering Terms and Conditions will still apply, but the term and price you pay for natural gas (including the Energy Rate, Administration Fees and Other Charges) will be based on those for such longest term Fixed Natural Gas Energy Plan. The other provisions of this Agreement will still apply during the continuation. At the end of the term of the Continuation Energy Plan, this continuation provision may be used by us to again continue this Agreement by creating another Continuation Energy Plan for the applicable Site.

We will provide two months' notice to you before a Continuation Energy Plan begins. If you object to the continuation, you may cancel this Agreement or delete the applicable Site without penalty on one month's notice in accordance with the Easymax General Terms and Conditions. If you provide notice at least one month prior to the continuation taking effect, the continuation will not apply to your Agreement and your Agreement will be cancelled with respect to the applicable Site. You agree that this Agreement will continue to be in effect in respect of the applicable Site after the continuation if you do not give proper notice of cancellation or deletion of the applicable Site. The continuation will not affect your right to cancel this Agreement or delete a Site without penalty on one month's notice in accordance

with the Easymax General Terms and Conditions. At any time, you may also change your Energy Plan in accordance with the Easymax General Terms and Conditions.

## Floating Gas Energy Plan

The following set of terms and conditions applies to the Floating Gas Energy Plan.

### 1.0 ADDITIONAL DEFINITIONS

**Floating Gas Rate** – A floating price per unit of natural gas you will pay under this Energy Plan, calculated as follows:

$$\text{Floating Gas Rate} = \frac{\sum_{d=1}^n (HDD_d * AECD - C DI_d)}{\sum_{d=1}^n (HDD_d)} + TF$$

Where:

$n$  = the number of days in the billing cycle.

$HDD$  = heating degree days, meaning, for each day in the billing cycle, the number of degrees Celsius that the mean daily temperature is below the base temperature, as posted on the Environment Canada website for a weather station near your Site location (as determined by ENMAX Energy). In the event Environment Canada ceases to post heating degree days on its website for your area or, in the reasonable opinion of ENMAX Energy, there is a material change in the method of calculating the heating degree days posted to the Environment Canada website, ENMAX Energy will use an alternate source, selected solely by ENMAX Energy, acting reasonably, to determine heating degree days. If there is any heating degree day with a value of zero or with a negative value, we will replace that value with the value of 0.0001 in the calculation of the Floating Gas Rate.

$AECD - C DI$  = means the Daily Average Index Price of AECD Daily 5A, per GJ, for each day in the billing cycle for such month.

$TF$  = The Transaction Fee, defined below.

**Transaction Fee** – The transaction fee payable per GJ of natural gas under this Energy Plan. You may obtain this fee by visiting [enmax.com](http://enmax.com) or calling 310-2010 (toll-free in Alberta). We may change this fee from time to time in accordance with Article 3.0 below.

## 2.0 PRICE

### 2.1 Energy Rate

Your Energy Rate for this Energy Plan is the Floating Gas Rate.

### 2.2 Payment

In exchange for the supply of natural gas under this Energy Plan, and in addition to other amounts payable under this Agreement, you agree to pay us, by the Current Bill Date:

- the Floating Gas Rate, multiplied by the amount of natural gas we supply to you at the applicable Site(s); plus
- Administration Fees related to the applicable Site(s); plus
- Other Charges related to the applicable Site(s).

## 3.0 AMENDMENT OF TRANSACTION FEE

We may change the Transaction Fee that you pay as part of the Floating Gas Rate, but we will always notify you first. Though we may decrease the Transaction Fee by any amount and at any time in our discretion, we will not increase the Transaction Fee by more than twenty-five (25) percent each time, and no more than two (2) times per calendar year. If we change the Transaction Fee, we will notify you of such change in accordance with the amendment provisions set out in the Easymax General Terms and Conditions. In accordance with the Easymax General Terms and Conditions, you can cancel your Agreement with one month's notice before the change takes effect.

## Easymax Evolve Terms and Conditions

These Easymax Evolve Terms and Conditions form part of your energy Agreement with ENMAX Energy and apply to any Easymax Evolve Add-on in which you are enrolled. Wherever we refer to "ENMAX Energy", "we", "our" and "us", it means ENMAX Energy Corporation. Words and phrases that are capitalized in these Easymax Evolve Terms and Conditions but not defined in these Easymax Evolve Terms and Conditions are defined elsewhere in your Agreement. If applicable, we reserve the right to make changes to these Easymax Evolve Terms and Conditions at any time pursuant to amendment or change of law provisions (if any) in other parts of your Agreement.

### 1.0 ADDITIONAL DEFINITIONS

**Agreement** – Means the "Agreement" as defined in your energy Agreement with ENMAX Energy.

**Associated Energy Plan** – An electricity or natural gas Energy Plan for a distinct Site that is associated with an Easymax Evolve Add-on.

**CO<sub>2</sub>e** – The 100 year time horizon global warming potential of a GHG expressed in terms of equivalency to carbon dioxide.

**Easymax Evolve Add-on** – A plan you have chosen for RECs or Offsets, as selected in the Sign-up Form or as otherwise chosen or amended from time to time in accordance with this Agreement. An "**Easymax Evolve Electricity Add-on**" is an Easymax Evolve Add-on for RECs that is associated with an electricity Energy Plan. An "**Easymax Evolve Natural Gas Add-on**" is an Easymax Evolve Add-on for Offsets that is associated with a natural gas Energy Plan.

**Easymax Evolve Fee** – The fixed fee you must pay, approximately once per month, for your specific Easymax Evolve Add-on, as set out in the Sign-up Form or as otherwise agreed to by you and us from time to time.

**Easymax Evolve Products** – The monthly amount of RECs or Offsets (as applicable) under your specific Easymax Evolve Add-on, as set out in the Sign-up Form or as otherwise agreed to by you and us from time to time.

**GHG** – Any or all gases that have been determined by the Intergovernmental Panel on Climate Change, or under another provincial, national or international law, standard or policy, to trap heat in the atmosphere, which may include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, sulphur hexafluoride and perfluorocarbons.

**Offset** – A reduction in the release of GHG, where one Offset equals the reduction of one tonne of CO<sub>2</sub>e. The volume of Offsets you have contracted for in your Easymax Evolve Natural Gas Add-on will be expressed in gigajoules (GJ) of natural gas whose GHG emissions have been offset, where the offset of GHG emissions from the combustion of 19.78 GJ of natural gas at the point of consumption (not

including lifecycle emissions that occur during extraction, production, or delivery) is equivalent to one Offset. Therefore, the volume of Offsets you have contracted for may be a fractional amount.

**Purchase Period** – Has the meaning set out in Section 2.1 below.

**Renewable Energy Certificate or REC** – A certificate that represents the environmental attributes associated with the generation of 1,000 kWh of renewable low-impact electricity certified under The EcoLogo® Program UL 2854 – Standard for Sustainability for Renewable Low-Impact Electricity Products or replacement certification, or a similarly certified product as determined by ENMAX Energy, acting reasonably. The amount of RECs you have contracted for in your Easymax Evolve Electricity Add-on will be expressed in kWh on the preceding basis, and therefore may be equivalent to a fractional certificate(s).

**Term** – The term of a Easymax Evolve Add-on, as explained in Section 3.0 below.

## 2.0 GENERAL PROVISIONS – EASYMAX EVOLVE ADD-ONS

2.1 You agree to pay us, by each Current Bill Date, the Easymax Evolve Fee (plus applicable taxes). In exchange, ENMAX Energy will allocate the Easymax Evolve Products in connection with your Easymax Evolve Add-ons. These Easymax Evolve Products will subsequently be retired. We may source Easymax Evolve Products provincially, nationally or internationally. The Easymax Evolve Products and the Easymax Evolve Fee may be pro-rated in the case of any incomplete month in the billing cycle or the Term. Notwithstanding that the Easymax Evolve Fee is payable approximately once per month, the Easymax Evolve Products for your Agreement may be purchased or allocated by ENMAX Energy any time before or after the Current Bill Date (the “**Purchase Period**”). Therefore, if the Easymax Evolve Energy Add-on terminates before the end of a Purchase Period, the purchase, allocation and/or subsequent retirement of Easymax Evolve Products may occur after termination. The Easymax Evolve Products are non-transferable by the Customer.

2.2 If we do not obtain sufficient Offsets or RECs (as applicable) to match your Easymax Evolve Products, we will not be obliged to purchase the shortfall but we will refund to you the pro-rata amount of your Easymax Evolve Fee. Where possible, we will provide your refund as a credit to your account.

2.3 Each Easymax Evolve Add-on must be connected to an Associated Energy Plan. In addition, ENMAX Energy, in its sole discretion, may set other eligibility requirements for specific Easymax Evolve Add-ons.

2.4 If you fail to pay your ENMAX Energy account, in addition to any other rights and remedies we may have under this Agreement or otherwise, we may, in our absolute discretion, forego the purchase and allocation of any Easymax Evolve Products in an amount equivalent to the unpaid amount.

2.5 We may from time to time choose to stop offering certain Easymax Evolve Add-ons. We are under no obligation to notify you when we do this. If you are signed up for an Easymax Evolve Add-on that we stop offering, you will nonetheless remain on that Easymax Evolve Add-on until it is cancelled, terminated, deleted or switched by you or us in accordance with this Agreement, at which time that Easymax Evolve Add-on will no longer be available to you.

## 3.0 TERM

### 3.1 Term and Continuation

- (a) Subject to early cancellation or termination of an Easymax Evolve Add-on or this Agreement, the Term of an Easymax Evolve Add-on will begin on the first day of the term of the then-Associated Energy Plan or, if the then-Associated Energy Plan is an existing Energy Plan, within one business day of the date you first enroll in, switch to or are continued onto, such Easymax Evolve Add-on, and the Term of an Easymax Evolve Add-on will end on the earlier of:
  - (i) the time when you no longer have an Associated Energy Plan for such Easymax Evolve Add-on; or
  - (ii) at the end of the day on December 31 of the then-current year.
- (b) If the Term of an Easymax Evolve Add-on ends in accordance with Section 3.1(a)(ii) above, ENMAX Energy may automatically continue you onto the then-available Easymax Evolve Add-on for which you and your Site are eligible that, in the reasonable opinion of ENMAX Energy, most closely resembles your previous Easymax Evolve Add-on. Your new Easymax Evolve Add-on may have a different Easymax Evolve Fee. These Easymax Evolve Terms and Conditions will still apply. If the Term of that new Easymax Evolve Add-on ends in accordance with Section 3.1(a)(ii) above, the continuation mechanism described here may be used by us again to continue you onto a new Easymax Evolve Add-on for the subject Site.
- (c) In each case of continuation, either:
  - (i) the details of your new Easymax Evolve Add-on will be included on your Sign-Up Form or otherwise communicated to you when you first sign-up for your initial Easymax Evolve Add-on, and you will be deemed to have agreed to both the initial Easymax Evolve Add-on and the new Easymax Evolve Add-on at that time. This does not affect your right to cancel the new Easymax Evolve Add-on on one month's notice in accordance with Section 5.1 below. If the continuation occurs during one of the cancellation periods described in Section 4.2 below or in one of the other cancellation periods set out elsewhere in your Agreement, such cancellation period, as and if applicable, will also apply to the new Easymax Evolve Add-on, but the length of such cancellation period will not be extended; or
  - (ii) we will provide two months' notice before we continue you onto a new Easymax Evolve Add-on. We will include the details of your new Easymax Evolve Add-on in such notice. If you object to the continuation, you may cancel the new Easymax Evolve Add-on on one month's notice in accordance with Section 5.1 below. If you provide such notice at least one month prior to the continuation taking effect, the continuation will not apply and the applicable Easymax Evolve Add-on will be cancelled. You agree the new Easymax Evolve Add-on will apply in respect of the applicable Site after the continuation if you do not give proper notice of cancellation.

## 4.0 CHANGES TO YOUR EASYMAX EVOLVE ADD-ONS

### 4.1 Changing your Easymax Evolve Add-on

You may change the Easymax Evolve Add-on(s) in which you are enrolled one time during each billing cycle, based on the then-available Easymax Evolve Add-ons for which you and your Site(s) are eligible. A switch will be effective within one business day of the date of the requested change.

## 4.2 Adding a Easymax Evolve Add-on

You may add a Easymax Evolve Add-on by calling our Customer Care Centre at 310-2010 (toll-free in Alberta) or by any other method we may offer from time to time. You may choose among the then-available Easymax Evolve Add-ons for which you and your Site(s) are eligible (if any). Your Easymax Evolve Add-on will be added to your account on the first day of the term of its Associated Energy Plan or, if the Associated Energy Plan is an existing Energy Plan, within one business day of the date you make the request. In addition to your general right to cancel a Easymax Evolve Add-on set out in Section 5.1 below or to any general right you have to cancel this Agreement set out elsewhere in this Agreement, you may cancel that added Easymax Evolve Add-on from your ENMAX Energy account:

- (a) without cost or penalty within 10 days after that Easymax Evolve Add-on is added to this Agreement;
- (b) without penalty within 60 days after you receive your first billing statement from us with respect to that Easymax Evolve Add-on, provided you will still be required to pay for the pro rata portion of the Easymax Evolve Fee up to the date of cancellation;
- (c) without cost or penalty if another agreement for energy services presently exists for the applicable Site, except if the other agreement is to expire on or before the day we begin that Easymax Evolve Add-on;
- (d) without penalty within one year from the date you add that Easymax Evolve Add-on if we (i) do not set out a specified or ascertainable date on which that Easymax Evolve Add-on is to begin, (ii) do not begin that Easymax Evolve Add-on within 30 days of such date (unless, after the 30-day period, you have expressly authorized that Easymax Evolve Add-on to begin), or (iii) are not properly licensed at law to enter this Agreement with you; provided you will still be required to pay for the pro rata amount of the Easymax Evolve Fee up to the date of cancellation.

## 5.0 CANCELLATION RIGHTS – EASYMAX EVOLVE ADD-ONS

### 5.1 Your Cancellation Rights

In addition to your rights to cancel this Agreement or an Associated Energy Plan, you may cancel an Easymax Evolve Add-on at any time without penalty by providing us with one month's notice. You can cancel an Easymax Evolve Add-on without cancelling its Associated Energy Plan or this Agreement.

### 5.2 Our Cancellation Rights

In addition to our rights to cancel this Agreement or an Associated Energy Plan, and regardless of what type of Associated Energy Plan(s) you are enrolled in, we may cancel one or more of your Easymax Evolve Add-on(s), or the ENMAX Energy Easymax Evolve program, without penalty, on one month's notice to you, in our sole discretion.

# Easymax Seasonal Solar™ Terms and Conditions

These Easymax Seasonal Solar Terms and Conditions (the “**Solar Terms**”) form part of your energy Agreement with ENMAX Energy and apply to any Easymax Seasonal Solar Plan in which you are enrolled. Wherever we refer to “ENMAX Energy”, “we”, “our” and “us”, it means ENMAX Energy Corporation. Words and phrases that are capitalized in these Solar Terms but not defined in these Solar Terms are defined elsewhere in your Agreement. If applicable, we reserve the right to make changes to these Solar Terms at any time pursuant to amendment or change of law provisions (if any) in other parts of your Agreement.

## 1.0 ADDITIONAL DEFINITIONS

**Agreement** – means the “Agreement” as defined in your energy Agreement with ENMAX Energy.

**Associated Energy Plan** – An electricity or natural gas Energy Plan for a distinct Site that is associated with an Easymax Seasonal Solar Plan.

**Energy Rate** – has the same meaning of “Energy Rate” as in your energy Agreement for your Associated Energy Plan, being the price per unit that you agree to pay for the Energy that is supplied to you under your Agreement.

**Micro-generator** – means a customer who has provided to the applicable owner a notice in accordance with section 2(1) of the Micro-generation Regulation, but not does include a customer whose generating unit has been determined by the Alberta Utilities Commission, under Section 2(3) of the Micro-generation Regulation not to be a micro-generation generating unit.

**Micro-generation Regulation** – means the Micro-generation Regulation, Alta Reg 27/2008, as amended from time to time.

**Net Billing** – means subtracting electric energy supplied out of your Site as Small Solar Micro-generator during the billing period from electric energy supplied into your Site under the Associated Energy Plan during the billing period, and calculating a net charge or credit to you as a Small Solar Micro-generator, based on the resulting net usage of electric energy during such billing period.

**Site** – means your physical location where we supply Energy pursuant to your Agreement and you generate electricity as a Small Solar Micro-generator.

**Small Solar Micro-generator** – means a Micro-generator that generates Small Micro-generation.

**Small Micro-generation** – means generation of electric energy from a micro-generation generating unit with a total nameplate capacity of less than 150kW, but does not include micro-generation that is deemed by section 3(4) or 3(5)(a) of the Micro-generation Regulation to be large micro-generation for the purposes of the Micro-generation Regulation.

**Easymax Seasonal Solar Plan** – the plan described in these Solar Terms as selected in the Solar Sign-up Form or as otherwise chosen or amended from time to time in accordance with this Agreement.

**Solar Rate** – A fixed price per unit of electricity you may select to pay under this Easymax Seasonal Solar Plan during the Solar Term, as set out in the Solar Sign-up Form and/or welcome package provided to you for this Easymax Seasonal Solar Plan or as otherwise agreed to by you and us from time to time.

**Solar Sign-up Form** – Either a written sign-up form you signed and sent to us, the Internet sign-up confirmation you acknowledged online, or the telephone sign-up confirmation based on information provided by you recorded by ENMAX Energy, as applicable, pursuant to which you initially selected your Easymax Seasonal Solar Plan. In the case of a written sign-up form, we may send you a sign-up confirmation,

based on your written sign-up form; however, the actual written sign-up form that you signed and sent to us is the document that forms part of these Solar Terms.

**Solar Term** – has the meaning set forth in Section 3.1 below.

**Term** – the term of the Associated Energy Plan.

## 2.0 GENERAL PROVISIONS – EASYMAX SEASONAL SOLAR PLAN

### 2.1 Qualification

To qualify for this Easymax Seasonal Solar Plan, you must, at all times:

- (a) enter into or have an existing eligible Easymax Agreement with us and enter into or be on an Electricity Energy Plan;
- (b) be a Small Solar Micro-generator;
- (c) generate electricity from a micro-generation generating unit at the Site with a total nameplate capacity of less than 150kW; and
- (d) be capable of being 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.

### 2.2 Solar Rate

(a) During the Solar Term, you may switch between your existing Energy Rate and the Solar Rate once per month without penalty, to accommodate seasonal electricity generation fluctuations, for volume of electric energy both supplied by:

- (i) us into your Site; and
- (ii) you out of your Site as a Small Micro-generator, which we will credit to you as micro-generation volumes of electric energy.

A switch will be effective within one business day of the date of the requested change.

(b) For certainty, the Distribution Company will determine the volume of electric energy supplied out of your Site, whose determination is binding on you and us.

(c) For each applicable billing period, you agree that we will use Net Billing to determine, carry forward and settle your credited amounts under this Easymax Seasonal Solar Plan at the Energy Rate or the Solar Rate, as applicable.

(d) Following the Solar Term, if this Easymax Seasonal Solar Plan is not continued in accordance with section 3.1(b) and 3.1(c) below, we will continue to credit micro-generation volumes supplied out of the Site at your Energy Rate, in accordance with the terms and conditions of your Associated Energy Plan, which will also apply for volumes of electric energy supplied by us into your Site.

(e) For certainty, your Energy Rate will not change during the Solar Term provided you remain on the same Energy Plan, except as otherwise permitted under the Agreement.

(f) For additionally clarity, the Solar Rate offered under this Easymax Seasonal Solar Plan will be considered a “fixed or guaranteed Energy Rate” for the purposes of your Agreement.

## 3.0 TERM

### 3.1 Solar Term

(a) Subject to early cancellation or termination of this Easymax Seasonal Solar Plan or the Agreement, the term of the Easymax Seasonal Solar Plan will begin on the first day of the term of the then-Associated Energy Plan or, if the then-Associated Energy Plan is an existing Energy Plan, within one business day of the date you first enroll in, switch to or are continued onto, such Easymax Seasonal Solar Plan, and the term of the Easymax Seasonal Solar Plan will end on the earlier of:

- (i) the time when you no longer have an Associated Energy Plan for such Easymax Seasonal Solar Plan;
- (ii) the time when you no longer meet all of the qualifications set forth in Section 2.1 of these Solar Terms; or
- (iii) at the end of the day on March 31 of the then-current year, (the “**Solar Term**”).

(b) If the Solar Term of this Easymax Seasonal Solar Plan ends in accordance with Section 3.1 (a)(iii), ENMAX Energy may automatically continue you onto the then-available Easymax Seasonal Solar Plan for which you and your Site are eligible that, in the reasonable opinion of ENMAX Energy, most closely resembles your previous Easymax Seasonal Solar Plan. Your new Easymax Seasonal Solar Plan may have a different Solar Rate. These Solar Terms will still apply. If the Solar Term of that new Easymax Seasonal Solar Plan ends in accordance with Section 3.1(a)(iii) above, the continuation mechanism described here may be used by us again to continue you onto a new Easymax Seasonal Solar Plan for the subject Site.

(c) We will provide two months’ notice before we continue you onto a new Easymax Seasonal Solar Plan. We will include the details of your new Easymax Seasonal Solar Plan in such notice. If you object to the continuation, you may cancel the new Easymax Seasonal Solar Plan on one month’s notice in accordance with Section 5.1 below. If you provide such notice at least one month prior to the continuation taking effect, the continuation will not apply and the applicable Easymax Seasonal Solar Plan will be cancelled. You agree the new Easymax Seasonal Solar Plan will apply in respect of the applicable Site after the continuation if you do not give proper notice of cancellation.

## 4.0 CHANGES TO YOUR EASYMAX SEASONAL SOLAR PLAN

### 4.1 Changing your Easymax Seasonal Solar Plan

You may change the Easymax Seasonal Solar Plan(s) in which you are enrolled one time during each billing cycle, based on the then-available Easymax Seasonal Solar Plan for which you and your Site(s) are eligible. A switch will be effective within one business day of the date of the requested change.

### 4.2 Adding an Easymax Seasonal Solar Plan

You may add an Easymax Seasonal Solar Plan by calling our Customer Care Centre at 310-6010 (toll-free in Alberta) or by any other method we may offer from time to time. You may choose among the then-available Easymax Seasonal Solar Plans for which you and your Site(s) are eligible (if any). Your Easymax Seasonal Solar Plan will be added to your account on the first day of the term of its Associated Energy Plan or, if the Associated Energy Plan is an existing Energy Plan, within one business day of the date you make the request. In addition to your general right to cancel an Easymax Seasonal Solar Plan set out in Section 5.1 below or to any general right you have to cancel this Agreement set out elsewhere in this Agreement, you may cancel that added Easymax Seasonal Solar Plan from your ENMAX Energy account:

- (a) without cost or penalty within 10 days after we receive a copy of these Solar Terms signed by you, in the case of a written agreement between you and us;
- (b) without cost or penalty within 10 days after you have acknowledged these Solar Terms online, if you added the Easymax Seasonal Solar Plan to your Agreement over the Internet;
- (c) without cost or penalty within 10 days after you receive a copy of these Solar Terms from us, if you added the Easymax Seasonal Solar Plan to your Agreement over the telephone;
- (d) without penalty within 60 days after you receive your first billing statement from us, with respect to the Easymax Seasonal Solar Plan, if you added the Easymax Seasonal Solar Plan to your



Agreement over the telephone, provided you will be required to pay for any Energy consumed while under contract with us;

- (e) without cost or penalty if another agreement for energy services presently exists for the applicable Site, except if the other agreement is to expire on or before the date we begin the Easymax Seasonal Solar Plan. For clarity, the Agreement and Associated Energy Plan do not constitute another agreement for energy services for the purposes of this subsection 4.2(e).
- (f) without penalty within one year from the date you add the Easymax Seasonal Solar Plan if you added the Easymax Seasonal Solar Plan to your Agreement over the telephone and we: (i) do not set out a specified or ascertainable date on which the Easymax Seasonal Solar Plan is to begin; (ii) do not begin that Easymax Seasonal Solar Plan within 30 days of such date (unless, after the 30-day period, you have expressly authorized the Easymax Seasonal Solar Plan to begin); or (iii) are not properly licensed at law to enter this Agreement with you; provided you will still be required to pay for any Energy consumed while under contract with us.

## **5.0 CANCELLATION RIGHTS – EASYMAX SEASONAL SOLAR PLAN**

### **5.1 Your Cancellation Rights**

In addition to your cancellation rights under applicable law, you may cancel this Easymax Seasonal Solar Plan at any time without penalty by providing us with one months' notice. To cancel this Easymax Seasonal Solar Plan, you must notify us in accordance with the Agreement.

### **5.2 Our Cancellation Rights**

**We may cancel this Easymax Seasonal Solar Plan without penalty:**

- (a) In accordance with our cancellation rights under the Agreement.**
- (b) Immediately on notice to you, if at any time during the Solar Term, you no longer meet all of the qualification requirements set forth in Section 2.1.**
- (c) Immediately on notice to you, if there is a material change in the Micro-generation Regulation or in any other applicable laws, regulations and/or rules of governmental authorities, and as a result it is, in our opinion, no longer economically or operationally viable for us to offer the Easymax Seasonal Solar Plan.**
- (d) If we choose to stop offering the Easymax Seasonal Solar Plan, in our sole discretion, by providing you with one months' notice.**