

EasyMax[®] Sign-up Form

Simply choose your rate options and fill out your personal information including your Site ID(s), which can be found on your bill(s). We take care of the rest. It's that easy!



1 Choose your rate options:

Electricity

- 5-year Fixed Electricity Plan: 8.0 cents/kWh**
- Floating Electricity Plan**



Gas

- Floating Gas Plan**
- 5-year Fixed Gas Plan: \$6.95/GJ**



Electricity Only

- 5-year Fixed Electricity Only Plan: 8.0 cents/kWh**
- Floating Electricity Plan**

Combine your gas and electricity and choose what to do with your annual 100 EasyMax Rewards[™] dollars*

- I would like them applied to my bill:
 - Monthly
 - Upon my request

How would you like to receive your quarterly EasyMax Rewards updates?

- Email address _____
- Mail

Choose the best plan for your business

Act now! These Fixed Gas and Electricity Plan Rates expire on September 30, 2010.

2 Sign up and enjoy the EasyMax Program^{**}

603001

Full Legal Name of Company / Sole Proprietor Full Name

Company Operating Name

Contact Name

Service Address

City Province Postal Code

Business Phone Fax

Billing Address (if different from above)

City Province Postal Code

Sole Proprietor Information

Home Address

SITE IDENTIFICATION NUMBERS

0 0 0

Gas Site ID Number (found on your monthly statement)

Electricity Site ID Number (found on your monthly statement)

This agreement, including the EasyMax Terms & Conditions (which can be obtained at enmax.com/easymaxtandc or by calling 310-2010) is made and entered into by and between ENMAX Energy Corporation (ENMAX Energy) and the customer (You).

I authorize _____ to have access to my account.

X Signature _____ Date _____

Business Emergency Contact phone _____

Home Phone _____

Remember, you have 10 days to cancel after we receive your EasyMax Sign-up Form, and you can cancel any time after that with just one month's notice.

*Some conditions apply. No cash value. Subject to the EasyMax Terms & Conditions. When you purchase gas and electricity together from the EasyMax program, you will earn EasyMax Rewards dollars accruing at the equivalency of \$0.28 per day, which amount will be applied to your invoice from ENMAX Energy at the frequency you request or toward other option(s) that will be available from time to time. If or when the EasyMax Rewards program is cancelled, you may receive less than 100 EasyMax Rewards dollars that year.

**Full details are available at enmax.com/easymaxtandc or by calling 310-2010. Residents of Lethbridge may be required to pay an additional administration fee of \$5.90 per month in accordance with local regulations. You can choose any retailer listed at www.ucahelps.gov.ab.ca or at 310-4822. Electricity delivery to your home or business isn't affected by your choice of retailer. The information you have provided will only be used for the establishment, billing, and collection of your ENMAX Energy account and communicating with you in relation to our services. If you have any questions about the collection of this information, please contact our Privacy Manager at (403) 514-3000.





The table below sets out the basic rights and obligations of each of us under this Agreement. It is intended to be a brief summary that will enable you to easily understand your EasyMax plan.

If you have any questions please call our Customer Care Centre at 310-2010. We will be happy to help.

| Your Rights and Obligations | Our Rights and Obligations |
|---|---|
| <ul style="list-style-type: none">• You may cancel your EasyMax plan at any time without cost or penalty by providing us with one month's notice. Contact us at enmax.com or call our Customer Care Centre at 310-2010.• You will accumulate EasyMax Rewards™ dollars if you choose an Energy Plan for both electricity and natural gas.• If you choose Greenmax®, you may redeem your EasyMax Rewards dollars for the Volume of Renewable Energy that we determine each year.• You agree to pay for the electricity or natural gas we supply to you, based on the agreed upon price, plus applicable charges.• You agree to let us check your credit history, as you must qualify for your EasyMax plan.• If you choose to participate in any additional EasyMax products or services offered to you, you agree that additional charges may apply to your account and that amendments to this Agreement may be required. | <ul style="list-style-type: none">• We agree to sell you electricity or natural gas as requested by you, based on the agreed upon price, plus applicable charges.• We will respect your privacy and comply with applicable legislation.• We will provide you with a monthly bill that outlines your Energy usage and applicable charges.• If you choose Greenmax, we will annually determine and provide you with notice of the Volume of Renewable Energy that you can redeem your EasyMax Rewards dollars for.• When the term for a Fixed Electricity Rate or Fixed Gas Rate expires, you will be charged the Floating Electricity Rate or Floating Gas Rate, plus applicable charges.• We will charge you a late payment charge if you don't pay your bill on time. If your payment history or creditworthiness is not satisfactory, we may cancel your EasyMax plan. |

Words or phrases that are capitalized in this table are defined in the "Definitions" section of the EasyMax Terms & Conditions.

For the complete Agreement between us, please refer to the Sign-up Form and the EasyMax Terms & Conditions, the EasyMax Rewards™ Program Terms & Conditions and the Greenmax® Terms & Conditions, if applicable to you, and the terms and conditions included with any other EasyMax product or service that you've agreed to participate in or purchase.



EasyMax® Terms & Conditions



Wherever we refer to "ENMAX", "ENMAX Energy", "we", "our" and "us", it means ENMAX Energy Corporation, except where context requires otherwise. Capitalized terms are defined at the end of these EasyMax Terms & Conditions. These EasyMax Terms & Conditions include the EasyMax Rewards Terms & Conditions and Greenmax Terms & Conditions, if applicable, and the terms and conditions included with any other EasyMax product or service that you've agreed to participate in or purchase.

1.0 Cancellation

1.1 Your Basic Cancellation Right

You may cancel this Agreement at any time without cost or penalty by providing us with one month's notice. Contact us at enmax.com or call our Customer Care Centre at 310-2010.

1.2 Cooling Off Period

Provincial law also allows you to cancel this Agreement without cost or penalty:

- a) within 10 days from the date that this Agreement becomes binding on you. If you are not sure when this Agreement becomes binding on you or when that 10 day period starts, please refer to Section 7.8 below;
- b) if you entered into this Agreement over the telephone, within 60 days after you have received your first billing statement from us; or
- c) at any time if there is another agreement already in place for energy services to your Site that conflicts with this Agreement.

Your rights of cancellation during the cooling-off periods are in addition to your basic cancellation right, so you may still cancel this Agreement at any time by providing us with one month's notice.

2.0 Price

2.1 Price

The Energy Charge you agree to pay for the Energy we supply to you is set out in the Sign-up Form, and is based on the Energy Plan you have chosen. You agree to pay for and we agree to sell you electricity or natural gas based on the agreed Energy Charge, plus applicable charges.

2.2 Fixed Price Energy Plans

If the Energy Plan you have chosen includes a Fixed Electricity Rate or Fixed Gas Rate, we will honour that fixed rate for the term specified in your Energy Plan, so that your fixed rate will not change over that term. When the term for a fixed rate specified in your Energy Plan expires, you will be charged our Floating Electricity Rate or our Floating Gas Rate, as applicable, plus applicable charges.

2.3 Additional Charges

In addition to the Energy Charge, you are responsible for Administration Charges and Other Charges related to the supply

of Energy to your Site. You are also responsible for any charges associated with any other EasyMax products or services that you chose to participate in or purchase. We will show all such charges as separate line items on your bill.

3.0 Conditions

3.1 Offer Conditions

This offer is not open to customers purchasing electricity for Sites located in certain Rural Electrification Associations, or who will use more than 250,000 kWh of electricity annually; or customers purchasing gas for Sites located in a Rural Gas Co-op, AltaGas territory, or a municipally owned gas utility which has enacted an exclusivity bylaw, or who will use more than 2500 GJ of gas annually.

3.2 Start Date

We will begin the supply of Energy to the Sites no later than the Start Date.

3.3 Conditions of Supply

Before we arrange for the supply of Energy to your Site, and before this Agreement comes into effect:

- a) you must meet our credit requirements; and
- b) the Distribution Company must enroll your Site with us designated as your retailer.

3.4 Credit Requirements

You agree to provide us with and authorize us to request and receive from third parties reasonable financial and credit information. You agree to maintain creditworthiness satisfactory to ENMAX at all times while this Agreement is in effect. If you do not maintain creditworthiness satisfactory to ENMAX, we may cancel this Agreement at our discretion.

3.5 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 ENMAX has fulfilled its 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 that we are not your financial advisor and therefore have no liability for the choices you make with respect to your Energy Plan.

4.0 Billing and Payment

4.1 Billing

We will bill you regularly and you must pay our bill in full, by the date for payment indicated on the bill. Your bill includes charges and adjustments for all Energy supplied to you under the Energy Plan you have chosen, as well as other charges as set out in this Agreement.

4.2 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 and adjust your bill.

4.3 Late Payments or Disputed Bills

If we do not receive your payment by the date indicated on your bill, we will charge you a late payment fee as of the date set out on your bill. If you dispute your bill you must pay your bill in full while the dispute is being resolved. 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.

5.0 Changes to the Supply of Energy and Terminating the Agreement

5.1 Moving

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

If your move requires suspension of your service for more than 30 days, this Agreement may terminate without cost or penalty. If this Agreement terminates in that manner, we will enter into a new but similar EasyMax Agreement with you for your new address; provided that the term for any Fixed Electricity Rate or Fixed Gas Rate will end on the same date as the terminated EasyMax Agreement.

5.2 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.

5.3 Changing your Energy Plan

You may change the Energy Plan you have chosen one time during each billing cycle, based on the Energy Plan options then available to you from ENMAX. This switch becomes effective on the date of the requested change and will be reflected on your next bill.

If the change to your Energy Plan involves the addition or removal of a Site we will, at our option, either:

- a) terminate your existing Agreement and enter into a new Agreement with you, based on the existing Agreement, revised to reflect the added or deleted Site; or
- b) provide you with a written notice confirming the amendment to your existing Agreement. Any time a Site is added to your Energy Plan, the cooling-off periods set out in Section 1.2 of this Agreement will come into effect for that new product, so that you may cancel the new Site from your Energy Plan during those cooling-off periods without cost or penalty.

5.4 De-Enrollment and Outstanding Obligations

When this Agreement ends we will ask the Distribution Company to 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.

5.5 Our Termination Rights

We may terminate all or a portion of this Agreement or your Energy Plan without cost or penalty:

- a) immediately on notice to you if you do not fulfill any of your obligations under this Agreement; or
- b) on 30 days notice to you, unless the Energy Plan you have chosen includes a Fixed Electricity Rate or Fixed Gas Rate. In that case we will honour the fixed price portion of your Energy Plan (but not the floating price portion) for the applicable term, subject always to our right of termination under Section 5.5(a).

For certainty, we may terminate that portion of your Energy Plan that relates to electricity or natural gas, and not the entire Agreement between us, at our option.

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.

7.0 Other Duties and Responsibilities

7.1 LIMITATION ON RESPONSIBILITY

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 AND THE QUALITY OF YOUR ENERGY SUPPLY (INCLUDING PRESSURE, VOLTAGE AND FREQUENCY). 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, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE OR LOST PROFITS. THIS PROVISION SURVIVES TERMINATION OF THIS AGREEMENT.

7.2 Privacy

The information you provide to us will only be used to establish and collect money for your account, to arrange for the supply of Energy, for law enforcement activities and to communicate with you about other EasyMax offerings and services. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise. In the event that your Energy needs exceed the eligibility requirements for EasyMax, you agree that we may share your customer account information with ENMAX personnel or affiliates specializing in your Energy needs.

7.3 Notices

We will provide written notice to you of any changes or actions we take under this Agreement. You agree that such written notice may be made on your bill, or included with your bill. If you wish to make changes or otherwise take action under this Agreement, please call our Customer Care Centre at 310-2010.

7.4 Entire Agreement

This Agreement represents the entire agreement between 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 one of 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, we agree to fix that part of this Agreement to make it enforceable without changing the intention of this Agreement. If that part cannot be fixed without changing the intention in 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 Binding

Subject to the cooling off period set out in Section 1.2, this Agreement is binding on you:

- a) in the case of a written agreement between us, once we receive a signed copy of this Agreement back from you;
- b) in the case of an agreement between us that you entered into using the internet, once you have acknowledged the Agreement online; or
- c) in the case of an agreement between us entered into on the telephone, once a copy of this Agreement has been received by you.

7.9 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. You agree that ENMAX may fully rely on and that you will be bound by the decisions, information and directions provided to ENMAX by such other person.

7.10 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 that you have the authority to enter into this Agreement. We are relying on that authority for the purposes of this Agreement.

7.11 Account Transfer

We will transfer all utility services billed by ENMAX Corporation or any of its direct or indirect subsidiaries that are connected with the Site to your account, in order to eliminate multiple billing.

7.12 Amendments

- a) We reserve the right to make changes to this Agreement at any time. We will provide notice to you in writing of any change to this Agreement. You agree that such written notice may be made on your bill, or included with your bill. The written notice will provide you with a link to our website, where the particulars of any such change will be detailed. At your request, we will provide you with a copy in writing of the particulars of any such change. If you continue with this Agreement after we have provided you with notice of any changes, you are deemed to have accepted such changes (regardless of whether or not you have requested a copy in writing of the particulars of any such change).
- b) From time to time, ENMAX may offer new or different EasyMax products or services under this Agreement. If you choose to participate in or purchase a new or different EasyMax product or service, the terms and conditions of the new or different EasyMax product or service will attach to and form part

of this Agreement. If this Agreement conflicts with the terms and conditions of the new or different EasyMax product or service, the terms and conditions of the new EasyMax product or service will prevail.

- c) If we believe that a change in law requires that we make a change to this Agreement, we will notify you and the changes will apply 30 days after the notice is sent.

7.13 Continuation

If the term of your Energy Plan expires, you will continue to be enrolled as an EasyMax customer and this Agreement will continue on a month-to-month basis. During this continuation, your price for electricity or natural gas (whichever portion of your Energy Plan has expired) will default to the Floating Electricity Rate or the Floating Gas Rate. The other provisions of this Agreement will still apply. This continuation does not affect your right to cancel this Agreement without cost or penalty by giving us one month's notice.

8.0 Definitions

Administration Charge - A set amount we charge for the supply of Energy that in most instances (except as set out below) is equal to or less than the billing and administration fee charged by your Distribution Company, on a per Site basis, as determined by ENMAX. In the event that the billing and administration fee charged for electricity is an amount less than \$5.90/month, we will deem your Administration Charge for electricity to be \$5.90/month.

Agreement - Our Agreement is comprised of the Sign-up Form, EasyMax "The Basics" and these EasyMax Terms & Conditions. Our Agreement may also include (a) the EasyMax Rewards Program Terms & Conditions and the Greenmax Terms & Conditions, if applicable to you, (b) the terms and conditions of any new or different EasyMax product that you've agreed to participate in or purchase, and (c) a telephone conversation recorded by ENMAX or an internet contract acknowledged by you.

Blended Gas Plan - A gas plan for a Blended Gas Rate you have chosen prior to February 1, 2007.

Blended Gas Rate - An amount equal to the combination of the following components: Between October 1 of a year and March 31 of the following year (inclusive), an amount equal to the rate for the Blended Gas Plan you chose (if any), at the time you chose this product, set out in either the EasyMax Sign Up Form, on the Internet at www.enmax.com or during a recorded telephone conversation between us (as the case may be), in \$/GJ, which rate includes charges for unaccounted for gas and other losses; and between the period of April 1 to September 30 of a year (inclusive), an amount equal to the Floating Gas Rate.

Distribution Company - The company that operates your natural gas or electricity distribution system.

EasyMax Rewards™ - The rewards that you may accumulate as a result of this Agreement, including any special products, services, offers or promotions offered by ENMAX from time to time.

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

Energy Charge - The price per unit that you agree to pay for the Energy supplied to you under this Agreement, as set out in the Sign-up Form. Your Energy Charge includes unaccounted

for Energy and losses. Your Energy Charge does not include our Administration Charge or Other Charges.

Energy Plan – The energy plan you have chosen for electricity or natural gas, as you selected in the Sign-up Form or as amended by you under Section 5.3 of these EasyMax Terms & Conditions.

Fixed Electricity Rate – This Energy Charge is the fixed price per unit of electricity you will pay if you've chosen a fixed electricity price for your Energy Plan. The fixed rate will not change over the term you've chosen.

Fixed Gas Rate – This Energy Charge is the fixed price per unit of natural gas you will pay if you've chosen a fixed natural gas price for your Energy Plan. The fixed rate will not change over the term you've chosen.

Floating Electricity Rate – This Energy Charge is the floating price per unit of electricity that you will pay if you've chosen a floating electricity price for your Energy Plan. The Floating Electricity Rate is the same as the regulated rate charged by your Distribution Company, or its designate, pursuant to the Regulated Rate Option Regulation.

Floating Gas Rate – This Energy Charge is the floating price per unit of natural gas that you will pay if you've chosen a floating gas price for your Energy Plan, calculated as follows:

$$\text{Floating Gas Rate} = \frac{\sum (\text{DailyHDD} * \text{AECO} - \text{C DI})}{\sum (\text{HDD})} + \text{Transaction Fee}$$

Where,

HDD = Heating Degree Days, for each day in the billing cycle

AECO-C DI = Daily Average Index Price of AECO-C, per GJ, for each day in the billing cycle

Transaction Fee = 47¢/GJ

If there is any heating degree day with a value of zero, we will replace that value with the value of 0.0001.

Greenmax® – Is a renewable energy product that may be offered by ENMAX as part of your Energy Plan. If you have chosen to participate in a Greenmax plan offered by ENMAX, the Greenmax Terms & Conditions apply to you.

Matched Gas Rate – An amount equal to the regulated rate charged by your Distribution Company or its designate, pursuant to the *Default Gas Supply Regulation*, which rate includes charges for unaccounted for gas and other charges.

Other Charges – The amounts you will pay in addition to the Energy Charge that are related to the supply of Energy. They are related to enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission charges, delivery charges and Taxes.

Sign-up Form – means the written sign-up form, the internet sign-up form, or the telephone sign-up acknowledged by you or as recorded by ENMAX, as applicable, pursuant to which you initially selected your Energy Plan.

Site - Your home, business or other locations where we will supply Energy. There are different Site identification numbers for electricity and natural gas.

Start Date – means a date within 60 days of the date we receive an executed copy of the Sign-up Form from you.

Taxes - All taxes and charges related to your supply of Energy.



EasyMax® Rewards™ Program

Terms & Conditions



1.0 Capitalized Terms

Except as specifically defined in these EasyMax Rewards Program Terms & Conditions, capitalized terms used have the meaning set out in the EasyMax Terms & Conditions.

2.0 Enrollment and Eligibility

When you become an EasyMax customer, you are automatically enrolled in the EasyMax Rewards program. If you satisfy the EasyMax Rewards eligibility requirements, as determined by ENMAX from time to time in its sole discretion, you will accumulate EasyMax Rewards dollars. Currently, if you purchase both electricity and natural gas through EasyMax, you will accumulate EasyMax Rewards dollars. We may from time to time change the EasyMax Rewards eligibility requirements, or offer new ways in which you may become eligible for EasyMax Rewards. If we do so, the terms and conditions of the new or revised eligibility requirements will apply to you and this Agreement will be amended as set out in Section 7.12 of the EasyMax Terms & Conditions.

3.0 What You Accumulate

If you satisfy the EasyMax Rewards eligibility requirements, you will accumulate EasyMax Rewards dollars at a rate of \$0.28/day for each Site where you receive both electricity and natural gas. This can add up to over \$100.00 a year. We may from time to time in our sole discretion change the EasyMax Rewards, or offer new EasyMax Rewards programs. If we do so, the terms and conditions of the new or revised EasyMax Rewards program will apply to you and this Agreement will be amended as set out in Section 7.12 of the EasyMax Terms & Conditions.

4.0 Using the EasyMax Rewards Dollars

You may use your EasyMax Rewards dollars to help pay your Energy bills, or any other method of redemption that we make available to you from time to time. You may switch how your EasyMax Rewards dollars are used at any time based on the methods of redemption that are then available to you. The switch will become effective on your next applicable billing cycle. If you are switching into or out of the Greenmax program, the Greenmax Terms & Conditions apply.

If you use EasyMax Rewards dollars to help pay your Energy bills we will apply your EasyMax Rewards dollars to your next bill upon your request, or automatically on a monthly or annual basis if you prefer.

If you have not chosen one of the available methods to apply your EasyMax Rewards dollars, the EasyMax Rewards dollars will accumulate in your account. To change the way your EasyMax Rewards dollars are applied, please visit enmax.com/easymaxrewards or call our Customer Care Centre 310-2010 before your next billing cycle, in order to have that change appear on your next bill.

5.0 Restrictions

- a) Redemption

You cannot redeem your EasyMax Rewards dollars until 90 days after the supply of Energy begins under this Agreement.
- b) Relocation

If you move and this Agreement remains in effect, you will retain the EasyMax Rewards dollars accumulated in your account.
- c) Termination

If either of us terminates this Agreement, we will automatically apply your unused EasyMax Rewards dollars to your final bill. If there is a credit in the amount of \$10.00 or more, we will send you a cheque for the balance. If you cancel this Agreement within 90 days of the date you entered into it, any EasyMax Rewards dollars you have accumulated prior to the date of termination will be forfeited.
- d) Application of the EasyMax Rewards

We may apply the EasyMax Rewards dollars against your account at any time, without notice to you, in the event that your account is in arrears.
- e) Non-Transferable

EasyMax Rewards dollars are non-transferable.
- f) EasyMax Rewards Balance Statements

We will send you a statement periodically that will indicate your EasyMax Rewards dollars balance up to the date set out in that statement.
- g) Ownership and Value

We own the EasyMax Rewards dollars and continue to own them until the EasyMax Rewards dollars are applied against your bill. The EasyMax Rewards dollars have no monetary or cash surrender value.



EasyMax® Greenmax® Terms & Conditions



1.0 Capitalized Terms

Except as specifically defined in these Greenmax Terms & Conditions, capitalized terms used have the meaning set out in the EasyMax Terms & Conditions.

2.0 Enrollment and Eligibility

If you are a residential customer and you purchase both electricity and natural gas through EasyMax, you may apply the EasyMax Rewards dollars you accumulate towards the purchase of Renewable Energy in accordance with these Greenmax Terms & Conditions. We may from time to time change the Greenmax eligibility requirements, or offer new ways in which you may become eligible for the Greenmax program. If we do so, the terms and conditions of the new or revised eligibility requirements will apply to you and this Agreement will be amended as set out in Section 7.12 of the EasyMax Terms & Conditions.

3.0 Volume of Renewable Energy

If you satisfy the Greenmax eligibility requirements and have chosen to apply your EasyMax Rewards dollars towards the purchase of Renewable Energy, ENMAX agrees to obtain the Volume of Renewable Energy for each 30 day period that you are enrolled in the Greenmax program. Annually, we will, in our sole discretion, determine the Volume of Renewable Energy applicable for the following calendar year. We will provide you with at least 60 days notice of any change to the Volume of Renewable Energy.

In the event that you are enrolled in the Greenmax program for a partial month, we will prorate the Volume of Renewable Energy we obtain based on that portion of the month that you were enrolled in the Greenmax program.

4.0 Term and Cancellation

When you elect to apply your EasyMax Rewards dollars towards the Greenmax program, that election is effective immediately. You must remain on the Greenmax program for a period of at least 30 days, after which time you may switch out of the Greenmax program without cost or penalty by switching how your EasyMax Rewards dollars are redeemed, based on the methods of redemption then available to you. The switch will become effective on the next applicable billing cycle.

5.0 Redemption and Greenmax Charges

If you are enrolled in the Greenmax program, we will apply your EasyMax Rewards dollars towards the purchase of Renewable Energy monthly. In the event that Greenmax charges are applicable (based on new or different Greenmax programs we may offer from time to time), your EasyMax bill will include a summary of the Greenmax charges applied to your account.

6.0 Restrictions

Your eligibility for and enrollment in the Greenmax program is subject to restrictions and conditions we stipulate from time to time. Only residential customers who purchase both electricity and natural gas are eligible for the Greenmax program. Small commercial customers are not currently eligible for the Greenmax program. We will determine whether you are a residential customer or small commercial customer for the purposes of EasyMax and the Greenmax program. EasyMax Rewards dollars may only be redeemed for the Volume of Renewable Energy, but not more, in any 30 day period. EasyMax customers may not enroll in more than one Greenmax program, or participate in more than one Greenmax product or offer.

7.0 Greenmax Definitions

EcoLogo[™] Certified Facility – means a facility located in Alberta certified under the Environmental Choice[™] program (as may be amended or replaced by Environment Canada from time to time) for electricity.

Renewable Energy - means electricity generated from an EcoLogo[™] Certified Facility by way of a source that is naturally regenerated over time and derived directly from the sun, indirectly from the sun, from wind or from moving water or other natural movements and mechanisms of the environment, including geothermal, hydroelectric, wave, tidal energy, biomass or biomass-based waste products, including landfill gas .

Volume – means, from time to time, the number of kWh that we will obtain and have delivered to the Alberta Interconnected Electrical System for each 30 day period that you are enrolled in the Greenmax program. For the current calendar year, the Volume is 417 kWh per 30 day period.

