

RETAIL ACCESS SERVICES AGREEMENT

This Agreement is made as of the ● day of ●, 20XX.

BETWEEN:

ENMAXPOWER CORPORATION, a incorporated under the laws of Alberta ("ENMAX")

OF THE FIRST PART

- and -

●, incorporated under the laws of ● (the "**Retailer**")

OF THE SECOND PART

WHEREAS the Retailer has requested that ENMAX provide Retail Access Services to the Retailer and ENMAX has agreed to provide Retail Access Services to the Retailer upon and subject to the Terms and Conditions, as hereinafter defined;

AND WHEREAS ENMAX furnishes Retail Access Services pursuant to a Distribution Tariff approved by the Alberta Utilities Commission (the "**Tariff**") which includes terms and conditions for the provision of Retail Access Services (the "**Terms and Conditions**"), a copy of which is attached hereto as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and agreements herein contained and other valuable consideration (the receipt and adequacy of this consideration by each of the parties hereto is acknowledged) the parties hereto agree as follows:

1. The Retailer will comply with the Distribution Tariff, including the Terms and Conditions, and any associated Rate Schedule (attached hereto as Schedule "A") and Fee Schedule (attached hereto as Schedule "B").
2. The Retailer hereby acknowledges that ENMAX will be performing, conducting or providing services at the request of the Retailer, which services will be in addition to those services provided to the Retailer pursuant to the Tariff. The Retailer will, in respect of such services performed, conducted or provided by ENMAX at the request of the Retailer, pay to ENMAX the charges, fees and amounts as set out in the Fee Schedule "B" hereto in respect of those services.
3. The Retailer hereby acknowledges that ENMAX may perform, conduct or provide services at the request of a customer of the Retailer. The Retailer will, upon written request by ENMAX, collect from the customer the charges, fees and amounts to be charged by ENMAX for its performing, conducting or providing such services at the request of the customer and remit same to ENMAX immediately upon receipt thereof.

4. The Retailer shall make any payments required or permitted to be made by the Retailer to ENMAX by electronic funds transfer pursuant to the Tariff, the Terms and Conditions or this Agreement to an account that will be specified by ENMAX.
5. When interacting with "ENMAX System", the Retailer will comply with the ENMAX Systems Acceptable Use Policy (attached hereto as Schedule "C").
6. Neither ENMAX nor the Retailer may assign any of its rights or obligations under this Agreement, unless such assignment is made in accordance with and pursuant the Terms and Conditions.
7. Default pursuant to this Agreement shall be governed by the Terms and Conditions.
8. The waiver of any term, condition, provision or right hereunder shall be governed by the Terms and Conditions.
9. Any modification to this Agreement shall be in writing, duly executed by an authorized officer of ENMAX and the Retailer, subject in all cases to applicable statutes and to the orders of the Alberta Utilities Commission.
10. Any notices, demands, requests or other communications provided or given pursuant to this Agreement shall be in writing and given in accordance the Terms and Conditions. Any notices, demands, requests or other communications required or permitted under the Terms and Conditions or this Agreement shall be given by ENMAX to the Retailer in accordance with the Terms and Conditions to the following addressee at the following address:
[to come]
11. This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.
12. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Terms and Conditions.

ENMAX POWER CORPORATION

Per: _____

Name: ●

Title: ●

Per: _____

Name: ●

Title: ●

[RETAILER]

Per: _____

Name: ●

Title: ●

Per: _____

Name: ●

Title: ●

SCHEDULE "A"

ENMAX POWER CORPORATION

TERMS AND CONDITIONS

SCHEDULE "B"

ENMAX POWER CORPORATION

FEES

SCHEDULE "C"

ENMAX SYSTEMS ACCEPTABLE USE POLICY

1. DEFINED TERMS:

ENMAX: Refers collectively to ENMAX Corporation and ENMAX Power Corporation, each being incorporated under the laws of Alberta and having offices at Calgary, Alberta, but shall not include ENMAX Energy Corporation.

ENMAX SYSTEM: Refers to and includes all websites, web pages, databases, systems, facilities and services accessible directly or indirectly through this internet host.

2. PARAMOUNTCY:

This Policy is binding on ENMAX and the Retailer pursuant to Section 5 of the Retail Access Service Agreement (the "Agreement"). This Policy is subject to the Agreement and to all applicable laws, including ENMAX's Distribution Access Tariff, the *Electric Utilities Act* (including the Code of Conduct Regulation and all other Regulations made under that Act), and to the extent that this Policy is inconsistent with the Agreement or with any applicable law, the Agreement or applicable law shall prevail.

3. AMENDMENTS:

This Policy may be amended from time by ENMAX. ENMAX shall give at least 15 business days notice of such amendments to Retailer via the ENMAX System.

4. COPYRIGHT AND TRADEMARK NOTICES:

"ENMAX" and the ENMAX logo are registered trademarks of The City of Calgary and are used under license. Certain other names, words, titles, phrases, logos, icons, graphics or designs in the pages of the ENMAX System may constitute trademarks of ENMAX or of third parties. The display of such trademarks on pages at the ENMAX System does not imply that any license has been granted to any user of the ENMAX System.

All information and material on the ENMAX System, including but not limited to images, text and audio, is the property of ENMAX and is protected under the copyright laws of Canada. Retailer is entitled to view, copy and print any documents from the ENMAX System for internal business purposes only. Any sale, transmission or redistribution of the ENMAX System or its contents, and any copying, modification or other use of the ENMAX System or its content for any other purpose, are strictly prohibited.

5. LIMITATION OF LIABILITY:

ENMAX endeavours to offer service that is easy to use, reliable, secure, and capable of meeting Retailer's needs. From time to time, however, interruptions, errors or other deficiencies in service may occur. This may be due to a variety of factors, some of which are outside the control of ENMAX, including, but not limited to interruptions in the accessibility of the Internet, a system outage in facilities of a third party service provider, or heavy demand and high volumes of activity. Each of these factors can contribute to delays or errors in service or system outages. Use of the ENMAX System is subject to the following terms and conditions:

- (a) Neither ENMAX nor any third party owner, licensor or supplier of equipment, software, systems, services or facilities used or made available in connection with a service offered by ENMAX is liable for any representation, warranty or condition, whether express or implied, concerning the ENMAX System or the use thereof, including, without limitation, that the ENMAX System will meet Retailer's needs or that the ENMAX System will be available for use at any particular time or for any particular purpose or will operate error free. Without limiting the foregoing, all express or implied, direct or indirect representations, warranties and conditions in respect of the ENMAX System arising or implied by statute, common law, custom, usage of trade, course of performance, course of dealing or otherwise, including, but not limited to, any warranties or conditions of merchantable quality and fitness for a particular purpose are expressly excluded;
- (b) ENMAX ACCEPTS NO LIABILITY for any damages Retailer may suffer, arising out of or in any way connected with Retailer's use of the ENMAX System, the delay or inability to use the ENMAX System, for the accuracy, timeliness, completeness, reliability, performance or continued availability of the ENMAX System, for damages resulting from failure of electronic or mechanical equipment or communications lines, the Internet, telephone or other inter- connect problems, power failure, or third party systems failure or for damages resulting from the use of or reliance on any information obtained or requested through the use of the ENMAX System, whether based on contract, tort, strict liability or otherwise, even if ENMAX has been advised of the possibility of such damages. Without limiting the foregoing,

in no event shall ENMAX be liable to Retailer for any direct, indirect, punitive, incidental, special or consequential damages (including, without limitation, loss of business, loss of profit, loss or corruption of data, loss of goodwill or reputation or wasted management time).

6. REGISTRATION:

As a condition of use of the ENMAX System:

- (a) Retailer agrees to be responsible (financially and otherwise) for all of Retailer's use of the ENMAX System, as well as the use of Retailer's account by others;
- (b) Retailer agrees to be completely responsible for all charges, fees, taxes and assessments arising out of the use of Retailer's account to access the ENMAX System;
- (c) Retailer agrees to supervise all usage of the ENMAX System under Retailer's name or account. Retailer is not permitted to assign or delegate, even temporarily, access to others without ENMAX's written approval and confirmation.
- (d) Retailer agrees to:
 - (i) provide true, accurate, current and complete information if prompted by the ENMAX System's registration form (such information being the "**Registration Data**"); and
 - (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If Retailer provides any information that is untrue, inaccurate, not current or incomplete, or ENMAX has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ENMAX has the right to suspend use of the ENMAX System (or any portion thereof).

7. USE OF INFORMATION:

In the course of use of the ENMAX System, ENMAX may request that Retailer provides, or ENMAX may otherwise obtain, information about Retailer or Retailer's business activities. By using the ENMAX System, Retailer expressly consents to ENMAX using this information to assess the function and performance of the ENMAX System. Any such information which Retailer provides or which ENMAX otherwise obtains will be used solely by ENMAX and will not be sold or made available to third parties without Retailer's consent, with the exception of the third parties providing services to ENMAX, or in connection with ENMAX's provision or marketing of products and services to Retailer.

8. LINKS TO THIRD PARTY SITES:

The ENMAX System may contain hyperlinks to other Systems operated by parties other than ENMAX. Such Systems are publicly available and the hyperlinks to the Systems are provided for Retailer's reference only. ENMAX does not control such Systems and is not responsible for their content. ENMAX makes no representations or warranties concerning the content of such Systems. No authorization or sponsorship of such Systems or their sponsors is implied by ENMAX nor is there any affiliation between ENMAX and such sponsors and such sponsors do not endorse, authorize or sponsor the ENMAX System. Retailer agrees that it will use or rely on such Systems solely at its own risk and that ENMAX does not grant to Retailer any rights in respect of such Systems.

9. CONFIDENTIALITY:

Retailer agrees that it will maintain the confidentiality of the ENMAX System and that Retailer will not disclose or provide access to the ENMAX System or its contents to any person (other than Retailer's employees in connection with the performance of their duties in the course of employment with the Retailer), except as may be required by applicable law or regulation or by order of a court or regulatory authority.

10. MALICIOUS CODE:

When using the ENMAX System, it is up to Retailer to take reasonable precautions to scan for computer viruses, worms, Trojan horses, and other items of a destructive nature. It is also up to Retailer to ensure that it has a complete and current backup of the information contained on its computer system prior to using the ENMAX System.

