

CHOOSE FREE™ / MEMBER PLAN TERMS AND CONDITIONS



Wherever we refer to "ENMAX Energy", "we", "our" and "us", it means ENMAX Energy Corporation, except where the context requires otherwise.

1.0 DEFINITIONS

Administration Charge – A set amount we charge for the supply of Energy on a per Site per billing cycle basis, as set out in the Sign-Up Form.

Affiliate – This term means "affiliate" as defined in the Business Corporations Act (Alberta), as amended from time to time, provided however that such entity is not a Distribution Company.

Agreement – Our Agreement is comprised of the Sign-Up Form, the Site Schedule, and these Terms and Conditions. Our Agreement may also include:

- the terms and conditions of any new or different ENMAX Energy product, service, or incentive program that you've agreed to participate in or purchase;
- telephone conversations between you and us recorded by ENMAX Energy; and
- an internet contract acknowledged by you.

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

Early Termination Option – The early termination option corresponding to your Energy Plan, as set out in the Sign-Up Form.

Early Termination Fee – The fee you are required to pay us if you wish to terminate this Agreement or delete a Site prior to the end of the Term. The amount of the Early Termination Fee is based on the Early Termination Option for each applicable Site, as set out in the Sign-Up Form, multiplied by the number of years, including any portion thereof (which portion will be deemed to be a full year), from the date of de-enrollment to the end of the Term.

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

Energy Plan – The Energy Plan you have chosen for electricity or natural gas, or both, as you've selected in the Sign-Up Form.

Energy Promotion – A promotional period during which certain customers pay the Fixed Electricity Promotional Rate for each Qualifying Electricity Site, as set out in the Sign-Up Form and this Agreement.

Energy Rate – The rate 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 Rate does not include our Administration Charge, the Transaction Fee or Other Charges, as applicable and as set out in the Sign-Up Form and this Agreement.

Fixed Electricity Promotional Rate – This Energy Rate is the fixed rate per unit of electricity you will pay for electricity for each Qualifying Electricity Site under your Energy Plan during the Energy Promotion, to a Maximum Amount, as set out in the Sign-Up Form and this Agreement. Your Fixed Electricity Promotional Rate includes unaccounted for Energy and losses.

Fixed Electricity Rate – This Energy Rate is the fixed rate per unit of electricity you will pay for electricity under your Energy Plan, as set out in the Sign-Up Form. Your Fixed Electricity Rate includes unaccounted for Energy and losses.

Fixed Gas Rate – This Energy Rate is the fixed rate per unit of natural gas you will pay if you've chosen a fixed natural gas rate for your Energy Plan, as set out in the Sign-Up Form. Your Fixed Gas Rate includes unaccounted for Energy and losses.

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

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

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

TF = The transaction fee payable per GJ for natural gas.

If there is any heating degree day with a value of zero, we will replace that value with the value of 0.0001. For more information regarding these definitions and the Floating Gas Rate, please visit enmax.com

Historical Consumption – A measure of your historical Energy consumption at the Sites, generally based on data provided by the Distribution Company.

Insolvent – You are insolvent if:

- you are not paying, or admit in writing to your inability to pay, debts as they become due;
- 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
- 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 3.25% that is applied no less than twenty five (25) days following the "Current Bill Date" as indicated on the bill, to your outstanding "Total Current Charges" as indicated on the bill.

Maximum Amount – The maximum amount of electricity you are permitted to consume at the Fixed Electricity Promotional Rate for each Qualifying Electricity Site during the Energy Promotion, as set out in the Sign-Up Form.

Other Charges – The amounts you will pay in addition to the Energy Rate 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.

Qualifying Electricity Site – During an Energy Promotion, a discrete electricity Site that can be associated with a discrete natural gas Site in the Site Schedule, such that there are at least as many natural gas Sites as there are electricity Sites in the Site Schedule.

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

Site or Sites – The physical location or locations where we will supply Energy, as set out in the Site Schedule. There are different Site identification numbers for electricity and natural gas.

Site Schedule – The Schedule of Sites that attaches to and forms part of this Agreement, and includes any additional or revised Site Schedules as necessary in the event your Site list requires more space than is available on one page, you add Sites pursuant to Section 6.3, or you delete Sites pursuant to Section 6.4.

Start Date – The Start Date is the date we first supply electricity or natural gas to a Site, as applicable.

Term – The term of your Energy Plan, which commences on the date this Agreement is effective, continues for the term you selected for your Energy Plan as set out in the Sign-Up Form, and expires on the anniversary of the effective date of this Agreement. For certainty, the Term extends to the end of the day in which the Term is reached.

Transaction Fee – The transaction fee payable per unit of Energy delivered to you, as set out in the Sign-Up Form.

2.0 RATES

2.1 Energy Rate

The Energy Rate 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 Rate, plus applicable charges.

2.2 Fixed Rate Energy Plans

Except as otherwise specified in this Agreement, 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, this Agreement will continue as set out in Section 7.4.

2.3 Energy Promotion

If the Energy Plan you have chosen includes the Energy Promotion, you will pay the Fixed Electricity Promotional Rate instead of the Fixed Electricity Rate for the duration of the Energy Promotion or until you have reached your Maximum Amount (whichever occurs first), for each Qualifying Electricity Site. In the event an electricity Site ceases to be a Qualifying Electricity Site, or if you reach your Maximum Amount for that Site before the end of the Energy Promotion, you will pay the Fixed Electricity Rate for the remainder of the Term for that Site. If you entered into this Agreement over the telephone, and you terminate the Agreement within 60 days after you have received your first billing statement from us, you will pay the Fixed Electricity Rate for the electricity you consumed during that period, but you will not be subject to the Early Termination Fee. If you terminate this Agreement or delete a Site from your Energy Plan prior to the commencement date of the Energy Promotion, we will waive the application of the Early Termination Fee in respect of the Agreement or the deleted Site. The Fixed Electricity Promotional Rate will be expressed on your bill as a credit against the Fixed Electricity Rate.

2.4 Additional Charges

In addition to paying the Energy Rate, you are responsible for paying the Administration Charges, the Transaction Fee and Other Charges related to the supply of Energy to your Sites. You are also responsible for any charges associated with any other ENMAX Energy products or services that you choose to participate in or purchase. We will show such charges as separate line items on your bill.

3.0 CANCELLATION

3.1 Cooling-off Period

Provincial law allows you to cancel this Agreement within prescribed cooling-off periods, as follows:

- (a) in the case of a written agreement between us, without cost or penalty within 10 days from the date that we receive a signed copy of this Agreement from you;
- (b) in the case of an agreement between us entered into over the internet, without cost or penalty within 10 days from the date you acknowledge this Agreement online;
- (c) if you entered into this Agreement over the telephone, without penalty within 60 days after you have received your first billing statement from us, provided that you will still be required to pay for any Energy you consumed while under contract with us; or
- (d) without cost or penalty if another agreement presently exists for the Sites under this Agreement, unless the existing agreement expires on or before the Start Date of this Agreement.

If you cancel this Agreement or delete a Site outside the applicable cooling-off period, you may be subject to the Early Termination Fee as described in Section 6.4.

3.2 Other Cancellation

Provincial law also allows you to cancel this Agreement without penalty within one year from the date this Agreement is entered into if we:

- (a) do not set out a specified or ascertainable date on which the supply of Energy is to begin;
- (b) do not begin the supply of Energy within 30 days of the Start Date; or
- (c) are not properly licensed at law to enter into this Agreement with you.

4.0 CONDITIONS

4.1 Offer Conditions

This offer is not open to commercial customers or to customers: (a) with Energy requirements for the Sites that exceed 2,500 gigajoules (GJ's) of natural gas per year or 75,000 kilowatt hours (kWh's) of electricity per year; (b) who are purchasing electricity for Sites located in certain Rural Electrification Associations; or (c) who are purchasing natural gas for Sites located in a Rural Gas Co-op or a municipally owned gas utility which has enacted an exclusivity bylaw.

4.2 Start Date and Term

We will begin the supply of Energy to the Sites in 40 days from the date you enter into this Agreement. You acknowledge that the Start Date may commence sooner than the end of this 40 day period, and upon satisfaction of the Pre-Conditions of Supply set out in Section 4.3. We will continue to supply Energy to the Sites for the Term.

4.3 Pre-Conditions of Supply

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

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

4.4 Ongoing Conditions of Supply

If you use more than 75,000 kWh of electricity or 2,500 GJ of gas at the Sites in any 12-month period we may cancel this Agreement as set out in Section 7.2.

4.5 Credit Requirements

You agree to provide us with and authorize us to request and receive from third parties relevant financial and credit information. You agree to maintain creditworthiness for your obligations under this Agreement 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 cancel this Agreement.

4.6 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 Energy 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 have no liability for the choices you make with respect to your Energy Plan.

5.0 BILLING AND PAYMENT

5.1 Billing

We will bill you regularly, based on the most current contact information you provide us, 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. Subject to applicable law, you are responsible for these charges, 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.

5.2 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.

5.3 Late Payments or Disputed Bills

If we do not receive your payment in full 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. 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.

6.0 CHANGES TO THE SUPPLY OF ENERGY

6.1 Moving

If you are moving a Site, please contact us at 310-2010 (toll-free in Alberta) to discuss options available to you. In any event, you must give us at least 30 days' notice before you move and your notice must specify your new Site. 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 of us incurs as a consequence of the inadequate notice will be your responsibility. If your new Site is within a territory we serve, we will amend this Agreement to apply to your new Site. If your new Site is not within a territory we serve, this Agreement or the applicable portion of your Energy Plan will automatically terminate on the date of your move and you must pay us for:

- (a) the Energy Rate and other applicable charges under this Agreement, to the date of de-enrollment;
- (b) payment obligations you have incurred under this Agreement that remain unpaid; and
- (c) the Early Termination Fee, if applicable.

6.2 Your Consumption Profile

If for any reason either the amount of Energy you consume exceeds, or your Energy consumption profile indicates you will exceed, the limits specified in Section 4.1(a), you acknowledge that ENMAX Energy may: (a) refuse to add an additional Site to your Energy Plan; or (b) terminate this Agreement as described in Section 7.2.

6.3 Adding a Site

Subject to Section 6.2, you may add a site to your Energy Plan by contacting us at 310-2010 (toll-free in Alberta). You will need to (a) list the site identification number and service address you want to add, and (b) tell us whether or not your request applies to electricity or natural gas, or both. Following receipt of your request, we will add the site to this Agreement. If you add a site to your Energy Plan, the cooling-off periods set out in Section 3.0 of this Agreement will come into effect for that new Site, so that you may cancel the new Site from your Energy Plan during those cooling-off periods.

6.4 Deleting a Site or Terminating the Agreement

You may terminate this Agreement or delete a Site from your Energy Plan prior to the end of the Term by contacting us at 310-2010 (toll-free in Alberta). You will need to (a) list the Site identification number and service address you want to delete, and (b) tell us whether or not your request applies to electricity or natural gas, or both. Except as otherwise specified in this Agreement, we will calculate, and you will be subject to, the Early Termination Fee for each Site, as determined in our discretion.

You agree the standard measure of damages for early termination of this Agreement or the deletion of a Site would be a variable termination fee equal to (i) in the case of Sites on a Fixed Electricity Rate, Fixed Electricity Promotional Rate, or Fixed Gas Rate, the market value of the agreement in respect of the Sites at the time of termination (calculated based on ENMAX Energy's forecasted AESO wholesale market price for fixed price electricity, or ENMAX Energy's forecasted AECO "C" market price for fixed price gas), based on Historical Consumption from the date of de-enrollment for each applicable Site to the end of the Term; and (ii) in the case of Sites on a Floating Gas Rate, the remaining Transaction Fees payable, based on Historical Consumption, from the date of de-enrollment for each applicable Site to the end of the Term. In substitution of such variable mark-to-market termination fees for fixed rates, and consumption-based Transaction Fees for floating natural gas rates, you agree that the Early Termination Fee provides you a valuable fixed price termination option to terminate this Agreement or delete a Site. If you buy that option, you will remain responsible to pay ENMAX Energy for any outstanding and future obligations in respect of the deleted Sites until satisfied in full, but no mark-to-market or consumption-based fees.

You will remain responsible to pay ENMAX Energy for any outstanding and future obligations in respect of the deleted Sites until satisfied in full, but no mark-to-market fees.

6.5 Changing Your Energy Plan

One time during each billing cycle, you may switch from a Floating Gas Rate to a Fixed Gas Rate, or from a Fixed Gas Rate to a Floating Gas Rate, for your Energy Plan. This switch becomes effective on the date of the requested change and will be reflected on your next bill. If you choose to switch, all provisions of this Agreement will continue to apply, including the early termination provisions in Section 6.4.

7.0 TERMINATING THE AGREEMENT

7.1 Your Termination Rights

You may cancel this Agreement or delete a Site (i) within the applicable cooling-off period set out in Section 3.0, or (ii) prior to the commencement date of the Energy Promotion (if applicable), without penalty, provided that you may remain obligated to pay us for any Energy we supplied to you to the date of de-enrollment. If you cancel this Agreement or delete a Site after the cooling-off period has expired, you are subject to Section 6.4, and you must pay us for:

- (a) your Energy Plan to the date of de-enrollment of each Site;
- (b) payment obligations you have incurred under this Agreement that remain unpaid; and
- (c) the Early Termination Fee, if applicable.

7.2 Our Termination Rights

We may terminate this Agreement or the applicable portion of your Energy Plan, in our discretion, immediately upon notice to you if:

- (a) you do not fulfill any of your obligations under this Agreement, including your obligation to pay us;
- (b) you no longer satisfy the offer conditions set out in Section 4.1; or
- (c) you do not maintain creditworthiness or you become Insolvent.

If we terminate this Agreement or a portion of your Energy Plan, you must pay us for:

- (a) your Energy Plan to the date of de-enrollment of each Site;
- (b) payment obligations you have incurred under this Agreement that remain unpaid; and
- (c) the Early Termination Fee, if applicable.

7.3 De-Enrollment and Outstanding Obligations

Any cancellation or termination of this Agreement, in whole or in part, is effective upon de-enrollment of the applicable Sites. Subject to Section 3.0, no cancellation or termination of this Agreement will extinguish your obligation to pay us for:

- (a) your Energy Plan to the date of de-enrollment of each Site;
- (b) payment obligations you have incurred under this Agreement that remain unpaid; and
- (c) the Early Termination Fee, if applicable.

7.4 Continuation

If the Term of your Energy Plan expires, you will continue to be enrolled as an ENMAX Energy customer and this Agreement will automatically renew for a period of 12 months or until you have entered into a new Agreement with us on such terms and prices as are then available. If you are on a Fixed Electricity Rate or Fixed Gas Rate in respect of any Sites when the Term of your Energy Plan expires, then, during the renewal period, your fixed rate for electricity or natural gas (whichever portion of your Energy Plan has expired) for those Sites will continue at ENMAX Energy's then current 5-year fixed rate for electricity or natural gas, as applicable. The other provisions of this Agreement will still apply. Any portion of your Energy Plan so continued may be cancelled by either of us on one month's notice, without any obligation to pay the Early Termination Fee.

8.0 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.

9.0 OTHER DUTIES AND RESPONSIBILITIES

9.1 Limitation of 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 OR THE QUALITY OF YOUR ENERGY SUPPLY (INCLUDING PRESSURE, VOLTAGE, FREQUENCY AND FLOW OF NATURAL GAS). 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. 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.

9.2 Privacy

The information you provide to us will be used to establish and collect money for your account, to arrange for the supply of Energy, for credit assessment and reporting purposes, for law enforcement activities and to communicate with you about other offerings and services from ENMAX Energy or its Affiliates. In the event that your Energy needs exceed the eligibility requirements in Section 4.1, you agree that we may share your customer account information with ENMAX Energy personnel or Affiliates specializing in your Energy needs.

We do not directly provide all the services related to your relationship with us. We may use third party service providers to provide certain related 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 such related 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 9.2 and in accordance with the terms of ENMAX Energy's privacy policy and Privacy Commitment which can be viewed at www.enmax.com. If you have questions or concerns about how your information is protected, please contact our Customer Advocacy team at 310-2010 (toll-free in Alberta), or by email at privacy@enmax.com.

9.3 Account Transfer

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

9.4 Notices

We will provide written notice (based on the most current contact information and mail or email preference you have provided to us) 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, or provided by e-mail at the most current contact information you have provided to us. If you wish to make changes or otherwise take action under this Agreement, please call our Customer Care Centre at 310-2010 (toll-free in Alberta).

9.5 Entire Agreement

This Agreement represents the entire agreement between us.

9.6 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.

9.7 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 of this Agreement, it will be removed and the rest of this Agreement will stay in effect.

9.8 No Resale

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

9.9 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 toll free at 310-2010 (toll-free in Alberta). 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.

9.10 Authority

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

9.10 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 without our prior written consent.