

Terms and Conditions

The company that wants you to enter into this contract is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. This company is not affiliated with the Government of Alberta.

Disclosure Statement to Consumer

Please read this statement before you acknowledge it. Before you enter into a marketing contract for the supply of energy you should understand the following:

1. This contract is not an electricity or gas utility or government rebate program.
2. The business named in this contract may not be able to supply energy cheaper than your current utility company.
3. This contract can be ended only under the following conditions: see section 1 (1.1; 1.2; 1.3) and 5.2.
4. If you move to another location within Alberta, you WILL NOT still be responsible to buy energy under this contract.
5. You may cancel this contract from the day you acknowledge the contract until 10 days after a copy of the contract that you acknowledged is received by the marketer. You do not need a reason to cancel the contract. To cancel the contract, you must give notice of cancellation at the address in the contract. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, e-mail or by personal delivery. Under certain circumstances you may have more than 10 days to cancel the contract.

If you need more information on cancelling the contract, or if you feel you have been treated unfairly, you may contact Service Alberta at 780-427-4088. Outside Edmonton call 1-877-427-4088 toll free.

By agreeing to these Terms and Conditions, you also acknowledge this Disclosure Statement and understand its contents.

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The party identified in the header of your customer Sign-Up Form is a trade name of Sponsor Energy Inc. Sponsor Energy Inc. is a licensed retailer of electricity (retail license #343969) and natural gas (retail license #343970) in the Province of Alberta.

This Agreement is between Sponsor Energy Inc. ("Sponsor Energy", "we", "our" and "us"), and you, namely the customer identified in the accompanying Sign-Up Form ("Customer", "you", and "your"). In this Agreement, Sponsor Energy and the Customer are sometimes collectively referred to as the "parties" and individually as a "party".

You agree that this Agreement is like any written negotiated agreement signed by you, and you agree to be bound by its terms and to fully comply with those terms.

On the terms and subject to the satisfaction of the conditions set out in this Agreement, we agree to arrange for the supply of Energy to the Site(s). In return, you agree to pay Sponsor Energy the Energy Charge (which may include a Service Fee) and all other applicable charges, including but not limited to the Administration Charge, any Late Payment Charge, all Third-Party Charges and the Green Electricity Price (as applicable).

We may also provide other energy-related services such as analytics and other tools to help you understand and manage your usage (collectively the "Tools"). The Tools may be provided to you in partnership with a third party, that will be a value-add to the supply of Energy to the Site(s), giving you the opportunity to analyze your energy consumption patterns and optimize energy savings. Thus, in order for us to provide you with the Tools, we may need to share your usage and other information with our third-party partner who would be hosting the Tools. Use and disclosure of any of your personally identifiable information will always be in compliance with our Privacy Policy in 7.2 of these Terms and Conditions. Examples of the Tools may include either a mobile app or browser-based dashboard application that you will be able to use to take advantage of these value-add services.

1.0 CANCELLATION

1.1 Your Basic Cancellation Right

You must provide a minimum of ten (10) business days written notice of cancellation. The Variable Electricity Rate, the Variable Natural Gas Rate and the Fixed Electricity Rate may be cancelled without cost or penalty at any time.

To the extent you choose to early exit a fixed product or Afford-a-Bill prior to the expiry date of the five-year term, you may incur an early exit fee per clauses 2.4.5 and 2.5.6. The early exit fee that you will be responsible for is also clearly outlined on your Sign-Up Form.

1.2 Cooling Off Period

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

1. Within ten (10) days after a copy of this Agreement, acknowledged by the Customer, is received by Sponsor Energy; or
2. If a marketing Energy agreement, including an internet marketing Energy agreement, presently exists for the same property, except where the existing marketing Energy agreement is to expire on or before the commencement of this
3. Within one year from the date this Agreement is entered into if Sponsor Energy:
 1. does not set out an ascertainable date on which the energy supply is to begin; or
 2. does not begin the supply of energy within thirty days of the date agreed to by you and Sponsor Energy; or
 3. was not licensed at the time this Agreement was entered into

1.3 Additional Cancellation Terms

You agree that if you cancel this Agreement as provided above, you may, depending upon the circumstances, be responsible for the costs of any energy supplied to you up to the cancellation date.

2.0 PRICE

2.1 Price

The Energy Charge you agree to pay for and the Energy we supply to you is set out in the Sign-Up Form and the Energy Plan Confirmation and is based on the Energy Plan you have chosen. You agree to pay for, and we agree to sell you Electricity and/or Natural Gas based on the agreed Energy Charge, Administration Charge, Third Party Charges plus other applicable charges.

Regulated charges including but not limited to Transmission and Distribution, municipal fees, and taxes plus any Supplier Charges will be added to the standard monthly amount on your bill.

2.2 Variable Electricity or Variable Natural Gas Rate

The wholesale cost of Energy plus a Retail Fee forms the Variable Electricity Rate ("VEP") and the Variable Natural Gas Rate ("VNG") as detailed in Section 8. The Retail Fee is subject to change without notice.

2.3 Fixed Electricity Rate

1. If the rate you have chosen is a Fixed Electricity Rate, we will honour the rate on your Sign-Up Form for all of your consumption throughout the term specified in your Energy Plan, so that your rate will not change over that term unless otherwise agreed to in writing by both you and us.
2. Our Fixed Electricity Rate has a term of five years from the date of sign-up unless otherwise detailed on the Sign-Up Form
3. The expiry date of the current effective rate for each commodity is displayed on your customer Sign-Up Form.
4. When the term for a Fixed Electricity Rate specified in your Energy Plan expires, your account will be automatically renewed as detailed in Section 6 – Auto Renewal Terms.
5. You may exit your Fixed Electricity Rate at any time with a minimum of ten (10) business days' An early exit fee may apply for your Fixed Electricity Rate, wherein an early exit is deemed to have occurred if you choose to terminate your contract prior to the end of the term and prior to the expiry of your current effective rate. Your Sign-Up Form will provide details on any applicable early exit fee(s).
6. Fixed Electricity rates are not available to High Use Electricity Sites. In the event that a site is discovered by us to be a High Use Electricity Site, at our sole discretion, we can modify the Fixed Electricity Rate immediately and without notice to the fixed rates available to High Use Electricity Sites.

2.4 Fixed Natural Gas Rate

1. If you select our Fixed Natural Gas Rate, as long as you provide all required information (on your Sign-Up form) and a valid payment method at the time of sign-up, we will honour the Fixed Natural Gas Rate(s) on your Sign-Up Form for all of your consumption up to the total amount of the hedge purchased for you, throughout the full fixed price term specified in your Energy Plan. Any delay in providing information to us may jeopardize your ability to realize the price you selected on your Sign-Up Form.
2. Regardless of your Enrollment Date, your fixed rate always begins on the first of the month. In the event you enroll after the first of the month, you will be charged our Variable Natural Gas Rate until the first of the following month, at which point, you will be charged the Fixed Natural Gas Rate on your sign-up form for a term of five years.
3. The total fixed price natural gas purchased for you will be determined by the HUF data for your site(s) or, if HUF data cannot be obtained for a specific period, an estimated volume will be used. Consumption volumes may be adjusted by us if the HUF files are incomplete, or volumes are outside of a standard heating load consumption profile.
4. The cost of natural gas consumption on a fixed price natural gas product will be the sum of the Natural Gas Fixed Charge plus the Natural Gas Fixed Overage (if applicable) plus the Excess/Unused Gas Charge during billing. For detailed calculations please see Section 8.
5. When the term for a Fixed Natural Gas Rate specified in your Energy Plan expires, your account will be automatically renewed as detailed in Section 3.6 – Auto Renewal Terms.
6. You may exit your Fixed Natural Gas Rate at any time with a minimum of ten (10) business days' notice. An early exit fee will apply for your Fixed Natural Gas Rate, wherein an early exit is deemed to have occurred if you choose to terminate your contract prior to the end of the five-year term and prior to the expiry of your current effective rate. Your Sign-Up Form details the amount of your early exit fee(s).
7. The expiry date of the current effective rate for each commodity is displayed on your customer Sign-Up Form.

8. The Energy Charge, Administration Charge, Daily Fee, Contract Fee and/or Retail Fee will be based on the current rates in effect at the time the Customer switches to Sponsor Energy and will be outlined on your Sign-Up Form.
9. Fixed Natural Gas rates are not available to High Use Natural Gas Sites. In the event that a site is discovered by us to be a High Use Natural Gas Site, and at our sole discretion, we can modify the Fixed Natural Gas Rate immediately and without notice to the fixed rates available to High Use Natural Gas Sites.

2.5 Afford-A-Bill

1. You will be billed a Flat Monthly Fee for the provision of Electricity and/or Natural Gas based on the Afford-A-Bill consumption band you select on your Sign-Up Form.
2. If you consume Electricity and/or Natural Gas at an amount greater than the maximum consumption allowed for under the consumption band you select on your Sign-Up Form, this additional consumption will be priced at the Electricity Floating Rate and/or the Natural Gas Floating Rate per clause 8.
3. You can request to move to a different consumption band by contacting Sponsor Energy. This may include a change of your rate if the prices have changed since the original signup date.
4. A monthly administration fee will apply per site as detailed on your Sign-Up
5. Regulated charges including but not limited to Transmission and Distribution, municipal fees, and taxes will be added to the standard monthly Afford-A-Bill amount on your bill.
6. An early exit fee will apply if you choose to terminate the Afford-A-Bill product(s) prior to the end of the five-year term, and prior to the expiry of your current effective rate. The exact details of your early exit fee is detailed on your Sign-Up Form.

1.6 Budget Billing

1. Budget Billing sets you up with equalized monthly payments for your utilities based on your previous usage and is a convenient way to budget for your utility expenses.
2. Your budget billing amount is based on your annual average historical consumption for your power and/or gas site(s) and incorporates your current product pricing.

3. At the end of the year, we will true up the amount of energy you actually used with the amount you paid for during the year. If you paid more than you used, you are eligible for a refund and/or credit on your next bill. If you paid less than you used, you will be billed for the additional amount at the end of the year.
4. Under the budget billing program, you can choose to be billed on a weekly or monthly

1.7 Small Business Liquidated Damages for Early Termination

1. If you are a business and you choose to terminate your Agreement prior to the end of the five-year term, OR we terminate this Agreement, in whole or in part, due to an event of non-payment by you, then you will be required to pay us Liquidated Damages for Early Termination. These Liquidated Damages compensate us for any hedges we have put in place for you, as well as for our retail and administration fees over the remaining term of the contract.

$\text{Max}\{((\text{Contract Value} + \text{Costs}) - \text{Market Value}), 0\} + (\text{Anticipated Excess Volume or Unused Volume} \times \text{Retail Fee})$

2.8 Security Payment

1. We may require the Customer to pay a Security Payment in an amount determined by us, including without limitation, under the following circumstance:
2. If the Customer does not have a satisfactory credit rating or credit history, as reasonably determined by us.
3. If the Customer is a business and not a residential
4. If the Customer chooses a rate that is supported by a Security
5. The minimum amount of Security Payment is based on the selected Electricity or Natural Gas rate and the tariff rate code as assigned to your site by the Distribution Company. If you choose a Variable Rate plan the maximum amount of Security Payment will be the equivalent to two times the average monthly Electricity or Natural Gas bill. We reserve the right to request an increase of the Security Payment if the amount collected is lower than two times the average monthly Electricity or Natural Gas bill.
6. The full amount of the Security Payment must be debited from the Customer's bank account prior to the site enrolment date or, if you choose to switch from a Variable Rate to a Fixed Rate, prior to the start date of a Fixed Rate.
7. We will pay the Customer an annual simple interest rate of 0.5% on the Security Payment to be applied as a credit on the Customer's electricity bill at the time that the Security Payment is refunded to the Customer account.

8. If we do not receive the Customer's normal monthly payment for energy consumed by the due date indicated on the bill, we reserve the right to apply the funds from the Security Payment and interest toward the outstanding billed amount and de-enroll the site(s). If the site(s) are de-enrolled, the Security Payment may also be applied by us to offset costs incurred for consumption up to the date of de-enrollment as well as any costs incurred due to the early termination remaining Fixed Rate energy, such amounts not to exceed the amount of the Security Payment. After payment of all amounts by you to us any remaining funds including accrued interest will be refunded to the Customer.
9. Return of the Security Payment will be made after a final bill is issued with a zero balance. Refunds are made by Interac e-Transfer. If Interac e-Transfer is not available, we reserve the right to provide any applicable Refund to you by the method of our choice.

2.9 Additional Charges

In addition to the Energy Charge, you are responsible for Administration Charges, Supplier Charges, regulated charges including but not limited to Transmission and Distribution, municipal fees, and taxes and any other costs related to the supply of Energy to your Site. We will show such charges on your bill.

2.10 Paper Bill Fee

If a paper bill has been requested, a CDN\$5.00 fee will be added to each monthly bill to cover our cost for processing and mailing.

3.0 CONDITIONS

3.1 Offer Conditions

To be eligible for this program, your site(s) must be located in the Province of Alberta. This offer is not open to customers purchasing electricity for Sites located in certain Rural Electrification Associations, in the City of Medicine Hat service area, customers purchasing Natural Gas for sites located in a Rural Gas Co-op, or customers with a daily, time-of-use or interval meter, or customers who will use more than 250,000 kWh of electricity or 2,500 GJ of natural gas annually.

3.2 Start Date

We will begin on the Enrolment Date of your Site ID(s) with the Distribution Company. We expect that Energy should be supplied to the Site ID(s) within thirty (30) days from the start of the Term of this Agreement; however, the actual date upon which Energy will be provided to you will depend on the Distribution Company's ability to enroll your site(s).

3.3 Conditions of Supply

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

1. You must meet our credit
2. You authorize us to and we must be able to obtain historical usage ("HUF") and/or invoicing data for your Site(s) from the Distribution Company(ies) prior to enrollment of your Site(s); and
3. The Distribution Company must enroll your

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 credit worthiness satisfactory to Sponsor Energy at all times while this Agreement is in effect. If you do not maintain credit worthiness satisfactory to Sponsor Energy, we may cancel this Agreement at our discretion.

3.5 Appointing Us as Your Agent

1. By entering into this Agreement, you appoint Sponsor Energy as your limited agent to arrange for the supply and delivery of Energy for the purposes of this Agreement and for the termination of any prior agreement. This agency ends when Sponsor Energy has fulfilled its obligations under this We will act as your agent only for purposes directly related to this Agreement.
2. Under Rule 010 of the Alberta Utilities Commission, by signing this Agreement, you hereby authorize and provide your consent, at no cost to you, for us or the Supplier, as your representative to request and obtain Historical Monthly Consumption Usage Information from the Distribution Company that provides electricity or Natural Gas distribution services to your site address.
3. You agree that we are not your financial adviser and therefore have no liability for the choices you make with respect to your Energy Plan.

4. By signing this Agreement, you hereby authorize and provide your consent, at no cost to you, for us or the Supplier, to act as your representative to request and obtain any information related to your Account from any prior Retailers, Suppliers, Energy Marketers or Energy Billing Providers, including but not limited to, Account Information, Site ID Numbers, Energy Consumption History, Billing and Payment History, Contact Information and any bank account or credit card numbers and information.

6. AUTO-RENEWAL TERMS

1. When the Initial Term (or any Renewal Term) is about to expire, we may provide you with notice of our intent to renew this Agreement at least thirty (30) days prior to the expiration of this Agreement. Provided that we have sent you a renewal notice (as contemplated in the foregoing sentence), you hereby consent to having this Agreement automatically renew for a one (1) year term (each a "Renewal Term").
2. In the event that this Agreement is renewed, please note that: (i) Energy will, depending on the Energy Plan that you selected, continue to be provided to you during the Renewal Term at either a fixed or variable price selected at our discretion; (ii) the rate will be one of, our prevailing Fixed Price or Variable Rate for natural gas, electricity or both, as applicable, as of the date of renewal; (iii) certain charges may apply (namely, an Administration Charge, a Retail Fee, Contract Fee, Third Party Charges, Supplier Charges or any combination of these charges); and (iv) these Terms and Conditions will apply during any Renewal Term, unless we notify you otherwise.

Please remember that you always have the option to cancel this Agreement (see Sections 1.1, 5.1 and 7.3).

4.0 BILLING AND PAYMENT

4.1 Weekly Budget Billing

Under the budget billing program, you may be billed on a weekly or monthly basis.

The weekly budget billing plan is a built-in payment plan to help you manage your energy costs on a weekly basis. This plan also allows you to avoid placing a security deposit on file with us.

You will receive an email from us outlining your weekly budget billing plan payment. You may choose the day of the week you would like the payment to be taken, from Monday to Friday. You must provide us with a pre-authorized payment method for weekly budget billing –

either debit or credit card. We will use the pre-authorized payment method you have provided to us to process these payments on weekday you have selected.

To the extent you have insufficient funds to address a payment, you will up until your next payment is due to rectify the unpaid amount.

Once a month you will receive an account statement which will provide you with an overview of the balance on your account at that time.

4.2 Monthly Billing

We will bill you regularly by emailing you a billing statement, based on the most current Contact Information we have on file for you and you must pay your bill in full. It is your responsibility to ensure that we have the most up-to-date contact information – including email address – for your account.

Your billing statement will be processed monthly, the timing will generally follow the meter read cycle adopted by the Distribution Company. Your payment due date will be on your bill and will be within five (5) days of the issuance of invoice to you, which exact date may vary from month to month. Your bill will include charges and adjustments for the Energy supplied to you under your chosen Energy agreement, as well as other charges as set out in this Agreement. The portion of your bill related to consumption is based on i) estimated energy consumption, or ii) actual meter readings or estimated meter readings provided by the Distribution Company.

We may also make estimates if actual data is not available from the Distribution Company or any other supplier for the billing period. Therefore, your invoice may be debited or credited as we adjust prior period estimates to actual values. You are responsible for paying all bills in connection with this Agreement, even those we invoice after the end of the Term for costs or adjustments incurred due to consumption during the term.

Subject to applicable laws, you are responsible for all charges on your bill, even if you don't receive your bill on time, or at all, for any reason. This includes, without limitation, an interruption in postal service, a billing email that is not received or a situation where we don't have your correct Contact Information. We may cancel this Agreement if you don't pay your bills on time.

3. Payment By Pre-Authorized Debit or Credit

1. As a normal rule, your monthly Sponsor Energy bill will be paid by pre-authorized debit (PAD) or pre-authorized credit within five (5) days of the issuance of your invoice, the precise date of the withdrawal or charge will be on your invoice.
2. If Sponsor Energy agrees to payment of any amounts by credit card, a 2.4% processing fee will be added to the amount payable at the time of processing and charged on your bill.
3. By providing Sponsor Energy with your banking information, you authorize Sponsor Energy to withdraw from your bank account with the branch of the financial institution where you maintain an account. In the alternative, if you provide Sponsor Energy with your credit card information, you authorize Sponsor Energy to charge your credit card based on the information you have provided to us.
4. You acknowledge this authorization is provided for the benefit of Sponsor Energy and your financial or lending institution and is provided in consideration of such institution agreeing to process payments and charges against your account in accordance with the rules of the Canadian Payments Association;
5. You undertake to inform Sponsor Energy, in writing of any change in the bank account or credit card information provided in this Authorization at least 10 days prior to the next due date on your invoice;
6. You acknowledge that your bank is not required to verify that a PAD has been issued in accordance with the particulars of your authorization including, but not limited to, the amount and further acknowledge that your bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Sponsor Energy as a condition to honoring a PAD issued or caused to be issued by Sponsor Energy on your
7. Revocation of this authorization does not terminate any agreement for goods or services that exists between you and Sponsor Energy. Your authorization applies only to the method of payment and does not otherwise have any bearing on the agreement for goods or service. **This authorization cannot be cancelled if there is an outstanding Billing balance due and payable to Sponsor Energy or anticipated future charges as a result of providing energy or other services to you.**

4.4 Estimated and Actual Consumption

The portion of your bill related to consumption is based on the actual and estimated metered Electricity or Natural Gas consumption data provided by the Distribution Company, Electricity and Natural Gas consumption estimates, or consumption data provided by other suppliers. Periodically, either the Distribution Company or we will adjust your bill as we true up prior period estimates to actual data.

4.5 Late Payments or Disputed Bills

If we do not receive your payment in full by the due date specified on your invoice, you will be charged and must pay interest at the rate of 1.5% per month (19.56% per year) ("Late Payment Charge") on all overdue amounts calculated and compounded monthly from thirty (30) days after the date of the invoice until the date that payment is received in full.

Returned payments from financial or lending institutions for insufficient funds or any other reason will result in a minimum charge to you of CDN\$30.00 or such higher amount as may be warranted by incremental charges imposed upon Sponsor Energy by your financial or lending institution. For greater clarity, this fee applies to both pre-authorized debit and pre-authorized credit transactions. You will be responsible for all legal and collection fees (including fees paid to our legal counsel) that we may incur in the process of collecting any amounts owing under this Agreement.

If you do not pay your bills on time, we may cancel this Agreement and seek recovery of all related costs.

You may dispute a bill up to thirty (30) days upon receipt of a bill; it is your responsibility to review and ensure you are being billed on the correct rate and Site ID and notify us of an error as soon as possible.

5.0 CHANGES TO THE SUPPLY OF ELECTRICITY AND OR NATURAL GAS AND TERMINATING THE AGREEMENT

5.1. Changes to this Agreement

Other than the Energy Charge, we may change, modify, add or remove portions of this Agreement (including, the Administration Charge and the Retail Fee) at any time and at our sole discretion. Before doing so, however, we will provide you with thirty (30) days advance notice of the change.

Notice of any changes that we make to this Agreement will be given to you in a manner provided for in Section 7.3 below. The notice may include a link to our website where you can find more information on any of our changes to this Agreement.

Upon request, we can provide you with a written, hard-copy statement detailing the changes that we will be making to this Agreement.

5.2 Moving

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

5.3 Transferring this Agreement

We may transfer this Agreement to another Energy retailer by giving you notice. You may not transfer this Agreement to any other person or business. In the event Sponsor Energy is in material default of its obligations to the Supplier, the Supplier may assume this Agreement by giving you notice and accordingly your PAD information will be provided by Sponsor Energy to the Supplier.

5.4 De-Enrollment and Outstanding Obligations

When this Agreement ends, we will ask the Supplier 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

1. We may cancel all or a portion of the Agreement without penalty immediately on notice to you if you do not fulfill any of your obligations under this
2. On one month's notice to you if your energy is measured with a daily, time-of-use or interval meter or you use more than 250,000 kWh of Electricity or 2,500 GJ of Natural Gas at your site in the twelve-month period preceding notice of termination or the pattern of energy use at your Site reasonably indicates that you will exceed more than 250,000kWh of Electricity or 2,500 GJ of Natural Gas in a twelve-month period.
3. We reserve the right to cancel all or a portion of this agreement and terminate service at our discretion with proper notice.
4. In the case where you exhibit abusive behaviour towards any of our staff, be it in writing, by phone or in person, we reserve the right to immediately cancel your agreement and terminate service. You will still be required to pay any amounts owing up to the termination date.

5.6 Credit Balance

At the end of your Energy agreement and after final reconciliation of all accounts outstanding, if there is a credit balance greater than five dollars (CDN\$5.00), it will be refunded to you upon request via Interac e-Transfer and sent to the current email address on file at the time of termination of the account. If there is a credit on your account in the amount five dollars (CDN\$5.00) or less, the account will be closed, and the credit balance will be written off.

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 of Responsibilities

WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR THE PHYSICAL SYSTEMS THAT SUPPLY YOUR ENERGY, THE CONTINUITY OF YOUR ENERGY SUPPLY OR THE QUALITY OF YOUR ENERGY SUPPLY (INCLUDING BUT NOT LIMITED TO GENERATION, TRANSMISSION, WIRES SERVICES, VOLTAGE AND FREQUENCY OF ELECTRICITY AND PRESSURE AND FLOW OF NATURAL GAS). OTHERS, INCLUDING THE DISTRIBUTION COMPANY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. YOU ARE SUBJECT TO THE TERMS AND CONDITIONS OF DISTRIBUTION SERVICE AND TARIFFS OF THE DISTRIBUTION COMPANY OR ITS AGENT. FAILURE TO COMPLY WITH THOSE TERMS AND CONDITIONS MAY RESULT IN YOU BEING DISCONNECTED FROM THE DISTRIBUTION SYSTEM AND SUBJECT TO FEES OR OTHER CHARGES. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS AND THE ACTIONS OF THOSE FOR WHOM WE ARE RESPONSIBLE AT LAW. WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF USE, REVENUE, PROFITS OR OPPORTUNITY. THIS PROVISION SURVIVES CANCELLATION, TERMINATION OR EXPIRY OF THE ENERGY AGREEMENT.

7.2 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 under this Agreement, for credit assessment and reporting purposes, for law enforcement activities and to communicate with you. You agree that the information you give us may also be shared with the Distribution Company, Billing Services Provider and with the Supplier or any party to whom we transfer, grant or pledge – or intend to transfer, grant or pledge – an interest in this Agreement. We may use your information (and disclose your information to our affiliates, agents, brokers, charity partners and business partners) to assist us (and them) to develop, enhance, market or provide products or services, to understand our (and their) customers' needs and preferences, and to meet legal and regulatory requirements. Your information won't be collected, used or disclosed for any other reason unless authorized by law.

By entering into this Agreement, you consent to us collecting, retaining, using, and disclosing your information in the manner described in this Section 7.2 and in accordance with the terms of our Privacy policy. If you have questions or concerns about how your information is protected, please contact us at:

Email: customercare@SponsorEnergy.com

Mail: Suite 205, 1040 7th Avenue SW Calgary, AB, T2P 3G9

Phone: (855) 545-1160

7.3 Notices and Customer Contact Information

1. If you wish to take action under this Agreement, including providing cancellation notice or updating your Contact Information, you must do so in writing.
2. You can only change your name as a party to this Agreement if it is in connection with a valid legal name change.
3. We will provide you with written notice (based on your most current email address on file) of any changes or significant actions we take under this Agreement. You agree that the written notice may be made on your bill, included with your bill, mailed to your service address, or sent by email to your current email address on file.
4. You agree that we may send you market-related information to your email address on file from time to time. You will have the choice of opting out from such communications.
5. You are responsible for ensuring we have a current record of your Contact Information and your email address. We are not responsible for any loss you suffer from not receiving a notice because we didn't have your most current Contact

Information or email address or due to an email being rejected or blocked by your email provider.

6. For further information, please contact us at:

Email: customercare@SponsorEnergy.com

Mail: Suite 408, 1040 7th Avenue SW Calgary, AB, T2P 3G9

Phone: (855) 545-1160

7.4 Entire Agreement and Execution

This Agreement together with the terms as outlined in the Sign-Up Form represents the entire agreement between us.

7.5 Waiver and Remedies

No failure or delay exercising 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 this 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 Additional Contact Person

You may add another person to your account who you would like to be authorized to make decisions regarding your account. You agree that Sponsor Energy may fully rely on and that you will be bound by the decisions, information and directions provided to Sponsor Energy by such other person. This can include contacting us to discuss the bill, making decisions about Electricity or Natural Gas rates or update banking, credit card or personal information (such as

email address etc.). The Contact Person may not open or close an account in your name but is authorized to add or remove sites within your account. The Contact Person's name will not be displayed on the bill but will be noted in our records. To add an Additional Contact Person to your account, please call or email us at:

Email: customercare@SponsorEnergy.com

Mail: Suite 205, 1040 7th Avenue SW Calgary, AB, T2P 3G9 Phone: (855) 545-1160

7.8 Authority

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

8.0 DEFINITIONS

Whenever used in this Agreement, the following words and terms shall have the corresponding meanings:

Administration Charge: means the amount that we charge for arranging for the provision of Energy to your Site(s) and other associated administrative services. In the case of a daily fee customer, this charge is zero unless otherwise agreed or detailed on the Sign-Up Form.

Agreement: means these Terms and Conditions together with the accompanying Sign-Up Form

Absolute Value: any numbers or text representing a number or calculation contained within two vertical bars is the non-negative value of the number or calculation result without regard to its sign. Example: $|x| = x$ and $|-x| = x$

Billing Service Provider: means the individual or company, including their employees or appointed representatives, who provide any services related to a customer signup, site activities (enrollments, drops, etc.), communication with Suppliers, retailers, distribution companies or provide billing or payment services to Sponsor Energy.

Cancellation Date: means the date that the cancellation of this Agreement becomes effective.

Contact Information: means your name, address, email address, and phone number(s).

Contract Fee: if applicable, means the fee(s) specified on your Sign-Up Form and your Energy Plan Confirmation payable: (i) per unit of Energy that you consume as part of your Variable Natural Gas Price or Variable Electricity Price (if applicable), (ii) as a Daily Fee, or (iii) as a flat amount charged on each invoice. We may change this fee from time to time in accordance with Section 5.1 and per the notice provisions in Section 7.3(c) above.

Daily Fee: means the service fee specified on your Sign-Up Form and your Energy Plan Confirmation payable per day that you consume energy as part of your Fixed or Variable Natural Gas Price and/or your Fixed or Variable Electricity Price. We may change this fee from time to time in accordance with Section 5.1 and per the notice provisions in Section 7.3(c) above.

Distribution Company: means the entity that operates your natural gas or electricity distribution system as applicable, as may be amended from time to time.

Distribution System: means the Distribution Company's infrastructure used to deliver Energy to the Site(s).

Early Exit: means the customer chooses to terminate the Agreement prior to the completion of the five-year term and prior to the expiry of the customer's current effective rate. The Fixed Natural Gas Rate and the Afford-A-Bill product both carry an Early Exit fee.

Energy: means the natural gas, electricity, or both, to be supplied to you under this Agreement.

Energy Charge: means the cost of Energy consumed, based on, as applicable, (i) a Variable Electricity Rate (which includes a Retail Fee) or a Fixed Electricity Price; or (ii) Variable Natural Gas Price (which includes a Retail Fee) or a Fixed Natural Gas Price; or (iii) a combination of both.

Energy Plan: means the energy plan that you have selected for the provision of electricity or natural gas, or both, as confirmed in the Sign-Up Form and the Energy Plan Confirmation.

Energy Plan Confirmation: means the electronic confirmation sent to you by Sponsor Energy that:(i) confirms your Energy Plan; and (ii) describes any incentives or other benefits that we may provide to you.

Enrollment Date: means the date that the Site(s) is enrolled by the Distribution Company at Sponsor Energy's request.

Fixed Gas Start Date: means the later of (i) the natural gas site Enrollment Date, or (ii) the first day of the month following the date you signed this Agreement.

Green Electricity Price: means, if applicable, the cost of electricity that comes from a renewable resource that you consume as a function of the Green Electricity Price as specified on your Sign- Up Form and your Energy Plan Confirmation (payable per kWh of electricity that you consume or as a flat monthly or daily rate).

High Use Electricity Site: any electricity site that is daily metered, time of use or interval metered sites or any electricity sites consuming over 250,000 kWh/year or can be reasonably assumed to consume over 250,000 kWh/year or otherwise designated as a high volume site by the distribution company rate codes.

High Use Natural Gas Site: a natural gas site that are daily metered, time of use or sites consuming over 2,500 GJs/year or can be reasonably assumed to consume over 2,500 GJ/year or otherwise designated as a high volume site by the distribution company through their rate codes.

Historical Usage File ("HUF"): the consumption history of a site provided by the responsible Distribution Company.

Initial Term: is five years unless otherwise specified for a fixed product in the sign-up process

Late Payment Charge: has the meaning found in Section 4.5

Monthly Meter Read: Each meter is read (typically monthly) by the Distribution Company. The difference between one read and the next is referred to as Monthly Consumption.

Monthly Consumption Usage and Billing: It is impossible to read every meter in the province on the last day of the month. As such, each Distribution Company reads meters progressively during the month, typically breaking the month into 20 cycles. Given that meter reads, as taken by the Distribution Company, generally spans from one month into the next, (example: February 13th to March 12th).

Optional Top-Up: means a donation made on your behalf to the Community Partner and/or charity you have designated, collected as part of your energy bill.

Renewal Term: has the meaning found in Section 3.6.

Retail Fee (“Retail Fee” or “RF”): means the service fee(s) specified on your Sign-Up Form and your Energy Plan Confirmation payable per unit of Energy that you consume as part of your

Variable Natural Gas Price or Variable Electricity Price (if applicable). We may change this fee from time to time in accordance with Section 5.1 and per the notice provisions in Section 7.3(c) above.

Rural Electrification Association: means a not-for-profit cooperative, incorporated or continued under the Rural Utilities Act (Alberta), which owns electric distribution systems and supplies electric energy to members in a rural region of Alberta.

Rural Gas Co-Op: means a not-for-profit cooperative, incorporated or continued under the Rural Utilities Act (Alberta), which owns its own distribution system and supplies natural gas to members in its rural franchise area of Alberta.

Site(s): means the home, business or other location identified in your Energy Plan Confirmation. (Note: as there are different site identification numbers with respect to the provision of electricity and natural gas, your home (for example) may consist of two different Sites.)

Supplier Charge: charges payable for Electricity and Natural Gas which represents any direct costs associated with arranging Electricity and/or Natural Gas supply for your site which may include fees, interest, prudential costs or other costs charged by the energy supplier.

Fixed Electricity Rate: The Fixed Electricity Rate means the applicable fixed price per unit of electricity on your Sign-Up Form

Fixed Natural Gas Rate: The Fixed Natural Gas Rate means the applicable fixed price per unit of natural gas as applied to the monthly fixed price volumes ("Fixed Price Gas") as stated on your Sign-Up Form. Monthly Consumption in excess of monthly Fixed Price Gas ("Excess Gas") will be purchased at the Variable Gas Rate. Fixed Price Gas volume exceeding your Monthly Consumption ("Unused Gas") will be sold at the Variable Gas Rate. The Energy Charges for Fixed Price Gas, Excess Gas (if any) and Unused Gas (as a credit if any) will be detailed on your bill.

Flat Monthly Fee: the fixed monthly charge that applies to each calendar month for the duration of the Afford-A-Bill term. The Flat Monthly Fee for an electricity or natural gas product is listed on your Sign-Up Form if applicable.

Start Date: means the date you first receive Energy under this Agreement.

Supplier: means supplier of Energy and Sponsor Energy's facilitator of Distribution Company delivery services as the retailer of record for the Sites.

Taxes: means any applicable federal, provincial or regulatory taxes, duties, and surcharges which may be assessed, levied or imposed with respect to the supply of Energy under this Agreement.

Term: means the Initial Term together with any Renewal Term(s).

Terms and Conditions: means these terms and conditions.

Third Party Charges: means the amounts that are charged to Sponsor Energy by third parties (such as the Distribution Company) as they relate to the supply of Energy to the Site(s), including:

(i) enrollment and de-enrollment/exit fees; (ii) franchise fees; (iii) tariffs; (iv) local access fees; (v) transportation charges; (vi) transmission and distribution charges; (vii) rate riders; (viii) UFG-Related Charges; (ix) delivery charges; (x) taxes; and (xi) any similar or comparable charges.

UFG: means your Site(s) proportionate share of the Distribution Company's line loss, unaccounted-for natural gas and compressor fuel as determined by the Distribution Company.

UFG-Related Charges: means the charges that apply to both the Fixed Natural Gas Price and the Variable Natural Gas Price and is calculated by multiplying your UFG by the sum of the AECO Daily 5A Index plus the Retail Fee.

Variable Electricity Rate ("VEP"): means the load-weighted average flow-through of the wholesale market price for electricity plus a Retail Fee. Your Variable Electricity Rate will change each month and includes the cost of Distributor assigned load shape, line losses, unaccounted for energy, AESO energy marketing trading charges and any other costs directly incurred by Sponsor Energy for the purchase of electricity from the Supplier at the AESO hourly price.

Variable Electricity (VEP) Rate is calculated as follows:

$$\text{VEP} = \frac{\sum_{n=1}^h ((ECONS_h) \times (PP_h + EMTCH + PA_h + RF + SCE))}{\sum_{n=1}^h (HC_h)} \quad \text{Where}$$

h: Hour Ending

n: the number of hours in a billing calculation period

ECONS: means the total consumption during any given hour (n) using the formula:

$$HC_h + LL_h + UFE_h$$

HC: means the hourly consumption of electricity as determined by applying the Distributor Load Shape to Metered Electricity;

LL: means the amount of Line Loss determined by the Distributor;

UFE: means the amount of unaccounted for energy as determined by the Distributor;

PP: means the AESO hourly power pool price as published by the AESO ("Pool Price");

PA: means an electricity price adjustment to reflect difference between metered and settled costs including interim, final and post final adjustments incurred by the Supplier for Site energy purchases from the AESO;

PAG: means a natural gas price adjustment to reflect difference between metered and settled costs including consumption profile, interim, final and post final adjustments incurred by the Supplier for Site energy purchases.

EMTC: means the energy market trading charge as published by the AESO;

RF: means the Retail Fee, payable per kWh for electricity and payable per GJ for natural gas provided to you through our services and detailed on your Sign-Up Form.

SCE or SCG: means the Supplier Charge, payable per kWh or per GJ consumed.

Variable Natural Gas Rate (VNG): means a volume-weighted average flow-through of the daily spot market price for the purchase of natural gas by Sponsor Energy from the Supplier plus a Retail Fee. Your Variable Natural Gas Rate will change from month to month and is based on the average daily price (CGPR 5A daily index) for natural gas plus any incremental costs incurred by Sponsor Energy, including any UFG-Related Charges, and other Supplier Charges directly related with the purchase of natural gas volumes from the Supplier for the Site(s). Variable Natural Gas Rate is calculated as follows:

$$VNG = \frac{\sum ((GCONS + UFG) \times (NGDI + RF + SCG + PAG))}{\sum (CONS)}$$

Fixed Price Natural Gas Rate (FNG): means the fixed price Natural Gas rate, in CAD \$/GJ, detailed on your Sign-Up Form.

Natural Gas Fixed Charge (NGFC): displayed on the invoice as a Fixed Charge equals:

$$NGFC = \sum_{n=1}^d ((FDV_d + (MIN\{FGC_d - FDV_d, 0\})) \times (FNG))$$

Natural Gas Fixed Overage (NGFO): displayed on the invoice as a Fixed Charge Overage equals:

$$NGFO = \sum_{n=1}^d (FCO \times (FNG + HUP))$$

Excess/Unused Gas Charge (EUGC): means the

$$EUGC = (MAX\{EUG, 0\} \times EGR) + (MIN\{EUG, 0\} \times UGR)$$

where

where

d: Days in the period or calendar month

n: the number of days in a billing calculation period

GCONS: means daily natural gas consumption in GJs as determined by the Distributor;

Natural Gas Daily Index Price ("NGDI"): means the NGX AB-NIT line 5A as published by Canadian Gas Reporter, per GJ, for each day in the billing cycle. In the event that the NGX AB-NIT line 5A price is unavailable, Sponsor Energy reserves the right to appoint an alternative Natural Gas Price Index;

UFG: means your Site(s) proportionate share of the Distribution Company's line loss, unaccounted-for natural gas and compressor fuel as determined by the Distribution Company.

Monthly Fixed Volume: means the calendar monthly volume secured at a Fixed Price for each calendar month in the Contract Term. The Monthly Fixed Volume is calculated based on a fixed percentage of the calendar monthly HU. This Monthly Fixed Volume volume is secured at the time of signup and the fixed percentage valid at the time of signup will continue for the Contract Term. The current fixed percentage ("Fixed Percentage") is 90%

$$\text{Monthly Fixed Volume} = \text{Calendar Monthly HU} \times \text{Fixed Percentage}$$

Fixed Daily Volume (FDV): means the daily volume calculated based on a fixed percentage of the calendar monthly HU divided by the number of calendar days in the month. This FDV volume is secured at the time of signup and the fixed percentage valid at the time of signup will continue for the Contract Term. The current fixed percentage ("Fixed Percentage") is 90%

$$\text{FDV} = \text{Monthly Fixed Volume} / \text{Calendar Monthly days}$$

For greater clarity, if the HU April value at a site is 18.0 GJs then the FDV for each day in April would be calculated as follows:

$$\text{FDV} = (18.0 \text{ GJs} \times 0.90) / 30 \text{ days} = 0.540 \text{ GJs/day}$$

Fixed Gas Cap Volume ("FGC"): is the maximum monthly volume limit that is allowed at a special offer Fixed Natural Gas Rate divided by the number of days in each Calendar month and applied as a daily volume in GJ/day for each day of consumption within a calendar month. The FGCV can be found on your Sign-Up Form. If there is no FGCV volume limit on your gas product then the FGCV will equal zero.

Historical Volume ("HU"): calendar monthly historical natural gas consumption obtained from the distributor HUF data and pro-rated into a unique fixed calendar monthly volume. In the event that recent HUF data cannot be obtained, or the HUF data is missing all or any portion of a calendar month or any month is outside of a reasonable consumption level, Sponsor Energy can use other historical billing consumption, previously obtained HUF data or customer supplied data and will adjust monthly volumes to fit a standard monthly temperature adjusted profile consumption profile.

Fixed Price Overage Volume (“FCO”): is the volume that will have the High Usage Premium applied if applicable. The FCO value is the Absolute Value of the difference between the FGC daily volume and the FDV daily volume.

$$FCO = \left| \sum_{n=1}^d \text{MIN}\{(FGC_d - FDV_d), 0\} \right|$$

Excess/Unused Natural Gas Volume (“EUG”): is the total natural gas volume in GJs that is consumed in excess of the Fixed Daily Volume or unused natural gas below the Fixed Daily Volume that was not consumed. Volumes greater than zero are Excess Volume and volumes less than zero are Unused Volume.

$$EUG = \sum_{n=1}^d (GCONS_{d|} - FDV_d)$$

Afford-a-Bill Cap Volume (ABC): is the maximum monthly energy volume that is covered by the Flat Monthly Charge on an Afford-a-Bill product choice without additional energy charges. The ABC can be found on your Sign-Up Form. If there is no ABC volume limit on your Afford-a-Bill product, then the Natural Gas ABC will be 5 GJ / month and the Electricity ABC will equal 300 kWhs/month. The Afford-a-Bill Cap Volume is applied as a daily volume divided evenly by the number of days in a calendar month.

Afford-a-Bill Cap Daily Volume (ABCD): is the Afford-a-Bill Cap Volume divided by the number of days in each Calendar month and applied as a daily volume in GJ/day or kWh/day for each day of consumption within a calendar month.

Afford-a-Bill Excess Volume: this is the total daily volume consumed above the Afford-a-Bill Cap Daily Volume during a metered billing period.

$$\sum_{n=1}^d (\text{MIN}\{(GCONS_d - ABCD_d), 0\})$$

Excess Gas Rate (“EGR”): equals the $\max\{VNG + 0.89, FNG\}$

Unused Gas Rate (“UGR”): equals the $\min\{VNG - 0.50, FNG\}$

Natural Gas Floating Rate (“GFR”): equals the $VNG + 0.89$

Electricity Floating Rate (“EFR”): equals the $VEP + 0.89$

High Usage Premium (“HUP”): this premium rate is applied to all volumes of Fixed Price

Natural Gas that are greater than the FGCV but less than or equal to the FDV. The premium rate can be found on your Sign-Up Form and, if there is no premium rate (or similar rate related to a Fixed Natural Gas product with a band limit) then the HUP is equal to zero.

9.0 GOVERNING LAW

This Agreement is governed according to the laws of the Province of Alberta and the laws of Canada that apply in Alberta.