



5. Term

This agreement is effective on the date executed by EQUUS and will remain in effect until terminated by either party according to the Terms and Conditions.

6. Provision of Information

If the retailer, at any time, becomes aware that any member is using the service(s) provided by the retailer or EQUUS in a manner which is inconsistent with the Retailer Terms and Conditions of Electric Distribution Service and which could potentially create safety, health or environment concerns or damage EQUUS' electric distribution system or facilities, the retailer shall immediately notify EQUUS.

7. Interference with EQUUS facilities

In providing service to its Customer, the retailer will not, in any way, damage or interfere with or otherwise disturb, alter or tamper with EQUUS' facilities. In the event that any problem or defect relating to EQUUS' facilities is discovered by or brought to the attention of the retailer, the retailer will immediately notify EQUUS.

8. Roles

The retailer acknowledges and understands that EQUUS will not perform any billing or collection activities on the retailer's behalf.

9. Benefit

This agreement will ensure to the benefit of and be binding on the parties and their respective successors and, where permitted, assigns.

10. Continuation of Agreement

If any provision of this agreement is determined to be invalid or unenforceable, the remainder of this agreement will continue in full force and effect.

11. Confidentiality

Both EQUUS and the retailer acknowledge and agree that the retailer information and member information above is strictly confidential and may not be disclosed or used by it for any purpose other than the purposes set out in this agreement, and then, only according to applicable legislation. The parties agree that this section will survive termination of this agreement and will continue in full force and effect to bind the parties.

12. Notices

Any notices or other communications required in connection with this agreement will be in writing and given by personal delivery, mail or facsimile as follows:

To EQUUS:

EQUUS REA LTD.

Attention: ☐☐ ☐☐

5120 40 Avenue

Innisfail, Alberta T4G 1S8

t. ☐☐03.227.4011 f. 403.227.1007☐

e. ☐☐☐@equus.ca



To retailer:

Retailer ID:

Attention:

Address:

Phone:

Fax:

Email:

THE PARTIES HAVE executed this agreement:

EQUS REA LTD.

Per: _____

Per: _____

Name: Charlene Glazer

Name: _____

Title: Executive Leader - Finance

Title: _____

Date: _____

Date: _____