



RETAILER SERVICE AGREEMENT

EQUS REA Ltd. (“EQUS”) and the retailer agree that EQUS will provide, and the retailer will accept, electric distribution service according to the EQUS Retailer Terms and Conditions of Electric Distribution Service (“**The Retailer Terms and Conditions**”) and this Retailer Service Agreement (the “**Agreement**”). EQUS and the retailer agree as follows:

1. Compliance with Terms and Conditions and Payment

The retailer will comply with the Retailer Terms and Conditions, as amended from time to time, as approved by the board of directors and filed for information with the Alberta Utilities Commission (“**AUC**”). The retailer acknowledges that it has been provided with a copy of those Retailer Terms and Conditions, has reviewed and understands them, and agrees to be bound by them. The retailer agrees to pay, by electronic funds transfer, all rates, charges, invoices or fees levied or billed to it by EQUS according to the Retailer Terms and Conditions.

Unless the context requires otherwise, all capitalized terms used herein shall have the meaning given to them in the Retailer Terms and Conditions.

2. Provision of Information

The retailer is solely responsible for the provision of accurate and timely member information (by electronic form) to EQUS, and represents and warrants that the information is true and accurate. Should any of the information change during the term of this Agreement, the retailer will advise EQUS of the change, by electronic means, as soon as is reasonably practicable, and in any event within two (2) business days. The retailer agrees to provide the following information to EQUS:

Retailer Information:

(a) Retailer identification number (retailer ID)

Member Information:

(b) Name

(c) Telephone number

(d) Mailing address

(e) Site I.D. number

(f) Site contact name

(g) Site telephone number

(h) Site legal land description

3. Credit Requirements

The retailer has provided EQUS with, and will maintain, security requirements under this Agreement and according to the Retailer Terms and Conditions. EQUS will be entitled to access the financial security provided by the retailer in the event of late payment or default on any invoices or bills of EQUS according to the Retailer Terms and Conditions.

4. Previous and Other Agreements

This Agreement replaces any and all prior agreements, oral and written, between the parties. No amendment to this Agreement is valid or binding unless in writing and executed by both the retailer and EQUS.



5. Term

This Agreement is effective on the date executed by EQUS and will remain in effect until terminated by either party according to the Retailer 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 EQUS in a manner which is inconsistent with the Retailer Terms and Conditions and which could potentially create safety, health or environment concerns or damage EQUS' electric distribution system or facilities, the retailer shall immediately notify EQUS.

7. Interference with EQUS 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 EQUS' facilities. In the event that any problem or defect relating to EQUS' facilities is discovered by or brought to the attention of the retailer, the retailer will immediately notify EQUS.

8. Roles

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

9. Assignment and Benefit

This Agreement shall not be assigned by the retailer without the prior written consent of EQUS and in accordance with the Retailer Terms and Conditions, which consent shall not be unreasonably withheld. 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 EQUS 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. Execution

This Agreement may be executed by facsimile or electronically and in counterparts, and each counterpart will be deemed an original, and the counterparts taken together will constitute one and the same Agreement.

13. Applicable Laws

This Agreement is subject to all applicable legislation, including the *Electric Utilities Act* (Alberta) and any regulations made thereunder, all as amended from time to time, and all applicable orders, rulings, regulations and decisions of the AUC.



14. 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: Jaffar Abbas-Hasanie
5120 40 Avenue
Innisfail, Alberta T4G 1S8
t. 403.227.4011 f. 403.227.1007
e. JAbbas-Hasanie@equus.ca

To retailer:

Retailer ID(s):
Attention:
Address:
Phone:
Fax:
Email:

THE PARTIES HAVE executed this Agreement:

EQUUS REA LTD.

Per: _____ Per: _____

Name: Jaffar Abbas-Hasanie Name: _____

Title: Legal Counsel Title: _____

Date: _____ Date: _____