



**Encor**  
 (1772387 Alberta Limited Partnership)  
 2000 10423 101 Street NW  
 Edmonton, AB T5H 0E8  
 Tel: 310-4300  
 Toll free: 1-800-667-2345

# ENERGY PRODUCT SIGN-UP CONFIRMATION

Thank you for signing up for an Encor Energy Plan. Please review this confirmation for accuracy and print a copy for your records.

## Energy Plan Details:

Contract Offering Description
GUARANTEED RATE NATURAL GAS (X YRS @ \$X/GJ)
GUARANTEED RATE ELECTRICITY (X YRS @ \$X/KWH)

## Customer Information:

**Name:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## Billing Address:

Service Address	Site Id

## General Information:

**Date signed:** \_\_\_\_\_ **ENCOR Contact:** \_\_\_\_\_

This agreement, including the attached Terms and Conditions, is made and entered into by and between Encor (1772387 Alberta Limited Partnership) and

The company that wants you to enter into this marketing 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.
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<b>The disclosure statement, which you accepted during the online/phone sign-up process is outlined on the next page of this contract:</b>
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This contract is not valid unless the Disclosure Statement is correctly completed by Encor and acknowledged by you, the customer, before you enter into the contract.

## **Disclosure Statement:**

By entering into a marketing contract for the supply of energy you understand the following:

1. This contract is not a 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: you can cancel your Energy Plan any time for any reason and without penalty simply by providing 15 days' notice.
4. If you move to another location within Alberta you will still be responsible to buy energy under this plan.
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 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.

- ✓ Check this box to acknowledge that you have read this Disclosure Statement and understand its contents. (Already acknowledged by Customer at point of sign-up. No further action is required.)

This Contract is between 1772387 Alberta Limited Partnership (referred to as “Encor”, “we”, “our”, and “us”, except where context requires otherwise) and You, the individual or legal entity identified on the Sign-Up Confirmation as the customer (referred to as “Customer”, “you”, and “your”, except where context requires otherwise). This Contract represents the entire agreement between us with respect to the subject matter herein. Capitalized terms are defined in Section 10.

We agree to arrange for the supply of Energy to the Site(s) identified in the Sign-Up Confirmation under the terms set out in this Contract. You agree to purchase your Energy for the Site(s) listed on the Sign-Up Confirmation, or otherwise. You acknowledge and agree that in addition to the Energy Charge, you’ll pay all other charges listed in this Contract, including the Administration Charge, Other Charges and the Transaction Fee (if applicable).

## 1.0 ELIGIBILITY, CONDITIONS AND PRICE

### 1.1 Encor Energy Plan Eligibility

To be eligible for an Encor Energy Plan, your Site(s) must be located in the Province of Alberta and:

- a) Your *electricity* Site can’t be located in certain Rural Electrification Associations, the City of Medicine Hat’s service area, or use more than 250,000 kWh of electricity annually.
- b) Your *gas* Site can’t be located in a Rural Gas Co-op, a municipally-owned gas utility that’s enacted an exclusivity bylaw, or use more than 2,500 GJ of gas annually.
- c) Your Site(s) can’t be used in connection with an irrigation operation (as classified by Encor) or a large micro-generation activity (as classified by Encor) provided that any small micro-generation activity on your Site must comply with all relevant laws and regulations related to that activity.

For clarity, if you are purchasing both electricity and gas as part of your Energy Plan, for this Contract to govern over both, the Term for both components of your Energy Plan must be the same. If they aren’t the same, while both components of your Energy Plan will be reflected on the same bill, you must have a separate contract with us for each component of your Energy Plan.

### 1.2 Credit Requirements and Deposits

You must meet our credit requirements and continue to meet our credit requirements during the Term before we provide services and arrange for the supply of Energy to your Site(s). You agree to provide us with financial and credit information we request, and authorize us to receive that information from third parties. We’ll use this information to evaluate your eligibility. Following that evaluation, we may require a deposit before arranging for the supply of Energy to your Site(s), or at any time during the Term of the Contract. We may use any deposit you make to pay for any amounts owing on this Contract or any other contract we have with you to arrange for the supply of electricity or gas.

### 1.3 Total Price

The Energy Charge you agree to pay for the Energy supplied to you is set out in the Sign-Up Confirmation and is based on your chosen Energy Plan. You agree to pay for, and we agree to arrange for, the supply of electricity or gas based on the agreed Energy Charge, plus the Administration Charge, the

Transaction Fee and Other Charges related to the supply of Energy to your Site(s).

### 1.4 Continuing the Contract at Encor’s Option

When the Term expires, we may, at our discretion, automatically continue this Contract:

- a) if you are subscribed to a guaranteed rate product, on the longest guaranteed term and guaranteed rate we offer at the time (for electricity, gas, or both, as applicable); or
- b) if you are subscribed to a floating rate product, on the longest floating rate term and floating rate we offer at the time (for electricity, gas, or both, as applicable), but if we don’t offer a floating rate electricity or gas product at the time, we may continue this Contract on the longest guaranteed term and guaranteed rate we offer for that product at the time (for electricity, gas, or both, as applicable),

plus the Administration Charge, the Transaction Fee and Other Charges, as applicable. The other provisions of this Contract will still apply. If continued, you may cancel this Contract at any time without penalty by giving us 15 days’ notice (see Section 2.1).

### 1.5 Additional Charges

You’re also responsible for any charges associated with any other Encor products or services you choose to participate in or purchase. We’ll show all these charges as separate items on your bill.

## 2.0 CUSTOMER CANCELLATION

### 2.1 Customer Cancellation

*You may cancel this Contract at any time without penalty by giving us 15 days’ notice. You’re responsible for all obligations under this Contract up to the cancellation date. Notice must be provided in one of the ways described in Section 9.12(a).*

### 2.2 Additional Customer Cancellation Rights

In addition to your cancellation right set out in Section 2.1, you may cancel this Contract:

- a) Without cost or penalty within 10 days after we receive a signed copy of the Contract from you, unless you entered into this Contract over the telephone or Internet.
- b) If you entered into this Contract over the *telephone*: (i) without cost or penalty within 10 days after you receive a copy of this Contract from us by mail or, at your request, email, or (ii) without penalty within 60 days after you receive your first billing statement from us.
- c) If you entered into this Contract over the *Internet*: without cost or penalty within 10 days after you acknowledge this Contract online.
- d) Without cost or penalty at any time if there is another contract already in place for energy services to a Site in conflict with this Contract.

## 3.0 SUPPLY OF ENERGY

- a) Subject to Section 3(b), we’ll arrange for the supply of Energy to your Site(s) to begin no later than the Start Date. The Term of this Contract will be the same as the term of the Energy Plan you select. The Term will start on the date you accept the Contract and

end on the last day of the month in which your Energy Plan is scheduled to expire.

- b) The Distribution Company must enroll your Site(s) and designate us as your retailer before we provide services and arrange for the supply of Energy to your Site(s).

#### 4.0 BILLING, METERING AND PAYMENT

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##### 4.1 Billing

- a) We'll bill you regularly, based on the most current Contact Information we have on file for you. You must pay your bill in full. Your bill will include charges and adjustments for all Energy supplied to you under your chosen Energy Plan, as well as other charges set out in this Contract. The portion of your bill related to consumption is based on your metered Energy consumption and estimates of Energy consumption that we or the Distribution Company make. Therefore, your consumption information will be adjusted periodically, and we'll bill you a debit or credit. You're responsible for paying all bills in connection with your Energy Plan, even those we send after the end of the Term. Subject to applicable laws, you're 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 or a situation where we don't have your correct Contact Information. We may cancel this Contract if you don't pay your bills on time.
- b) You agree that we may provide one bill to you, for amounts owing on this Contract and any other contract we have with you to arrange for the supply of electricity or gas.

##### 4.2 Disputed Invoices and Late Payments

- a) You have the right to dispute your bill, but you must pay your bill in full while a dispute is being resolved. You're responsible for all legal and collection fees from us trying to collect any amounts owing.
- b) If we don't receive your payment in full by the due date specified on your bill, we'll charge you a late payment fee of 2.5% on the unpaid portion of your monthly bill from the bill's payment date until the date the payment is received in full. If considered to be interest payable for credit advanced, then the late payment charge is equivalent to a maximum yearly rate of 45.6%.
- c) We're entitled to assess charges on cheques and direct withdrawals that aren't honoured.

#### 5.0 CUSTOMER CHANGES TO ENERGY SUPPLY

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##### 5.1 Moving - General

- a) You must give us at least 30 days' notice before you move in order to maintain your services without disruption. Your notice must specify your new address and must be provided in one of the ways described in Section 9.12(a). We'll amend this Contract to apply to your eligible Site(s) at your new address. You're responsible for any interruption in the supply of Energy or services caused by your failure to give us 30 days' notice, as well as any additional costs either of us incur in serving the new address.
- b) If your new Site(s) aren't eligible for an Encor Energy Plan — or we can't arrange for the supply of electricity, gas, or both, to your

new address for any other reason — this Contract, as it applies to the portion of your Energy Plan that can't be supplied, will be cancelled and the affected Site(s) de-enrolled with the Distribution Company. In that case, you remain responsible for any outstanding obligations under the cancelled Contract or portion thereof (including Energy supplied until de-enrollment), until satisfied in full.

##### 5.2 Moving – Suspension of Service

If your move requires, you may suspend your service for up to 90 days by giving us notice of the suspension as part of your moving notice described in Section 5.1(a). After 90 days, if your service is still suspended, we may cancel this Contract without penalty and without providing you with notice.

##### 5.3 Moving – Service at Two Addresses

If your move requires, you may obtain service at your new address and continue service at your old address for up to 90 days by giving us notice that you need service at both addresses as part of your moving notice described in Section 5.1(a). After 90 days, we may cancel service at the old address without penalty and without providing you with notice. Service to the new address will continue under the terms of this Contract.

#### 6.0 ENCOR'S RIGHT TO CANCEL

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We may cancel all or a portion of this Contract (including just those portions that relate to electricity or gas), or your entire Energy Plan, without penalty:

- a) immediately on notice to you if at any time you don't satisfy the eligibility requirements or fulfill any of your obligations under this Contract or any other contract we have with you to arrange for the supply of electricity or gas, including paying your bill in full or meeting our credit requirements;
- b) if you do anything that prevents us from providing services or arranging for the supply of Energy to your Site(s); or
- c) on 30 days' notice to you if you use more than 250,000 KWH of electricity or 2,500 GJ of gas at a Site at any time during a rolling 12-month period before the date of the cancellation notice.

#### 7.0 UNEXPECTED EVENTS

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##### 7.1 Inability to Perform

Certain events beyond our control may make it impossible for us to fulfill some or all of our obligations under the Contract. We're not legally responsible to you in those events, and we'll resume our obligations as soon as we reasonably can. This Contract will otherwise remain in full effect.

##### 7.2 Changes in Law

We may cancel this Contract if a change in law stops us from providing services or arranging for the supply of Energy to your Site(s), or results in additional costs to us that you aren't responsible for under this Contract. We'll notify you if we decide to cancel this Contract. This Contract will be cancelled 30 days after the notice is sent without liability to either of us in connection with the cancellation. If the Contract or any portion of it ends as a result of a change in law, you're responsible for any outstanding obligations under the cancelled Contract until satisfied in full.

## 8.0 GREEN ELECTRICITY AND GREEN GAS

- a.) If offered by us and chosen by you, we will provide you with Green Electricity, Green Gas, or both, as part of your Energy Plan at the participation percentage chosen by you. If you do, we'll arrange for the supply of Energy to your Site(s) and we'll purchase and retire, on your behalf: (i) in the case of Green Electricity, one Renewable Energy Certificate (REC) (or portion thereof) for each 1,000 kWh of electricity you consume (or portions thereof) in the applicable months multiplied by the participation percentage you have chosen; and/or (ii) in the case of Green Gas, one GHG Offset (or portion thereof) for every 17.86 GJs you consume (or portions thereof) in the applicable months multiplied by the participation percentage you have chosen.
- b.) We may suspend or discontinue the Green Electricity or the Green Gas options at any time upon 30 days' notice to you, in which case we'll move you to an Energy Plan of the same type (Guaranteed Rate or Floating Rate) with the same term, but without the Green Electricity or the Green Gas option. You won't be required to pay for RECs or GHG Offsets after suspension or discontinuation, but you'll remain responsible for costs associated with the Energy you consume in accordance with the Energy Plan that you're moved to. The other provisions of this Contract will still apply.
- c.) If we don't obtain sufficient RECs or GHG Offsets, as applicable, to match your Energy consumption in one month or more, we won't purchase and retire on your behalf, any RECs or GHG Offsets and we'll only charge you for your Energy consumption at the corresponding non-green rate and refund any amounts that you've paid for in respect of RECs or GHG Offsets which we weren't able to purchase.
- d.) You may request to add Green Electricity or Green Gas to your Energy Plan at any time during the Term. After we receive your request, we'll provide you with a quote for Green Electricity or Green Gas, if possible. We'll start you on a new Contract if you want to add Green Electricity or Green Gas to your Energy Plan.

## 9.0 ADDITIONAL TERMS AND CONDITIONS

### 9.1 Appointing us as Your Agent

By entering into this Contract, you appoint us as your limited agent to deal with third parties for all purposes related to the performance of this Contract. In this role, we'll enroll your Site(s), arrange for the supply of Energy and services, and bill you for the Energy and services you receive. You authorize the Distribution Company to give us your current and historical consumption information and any related information that we may require. This agency relationship ends when we have completed our obligations under this Contract. *When we act as your agent, we only do so for the limited purposes directly related to this Contract.*

### 9.2 Switching your Energy Plan

- a.) You may switch your Energy Plan to another Energy Plan with an identical term that we offer at the time, or cancel a portion of your Energy Plan, if you provide us with 15 days' notice as described in Section 9.12(a). The switch will be effective 15 days after we receive your notice, or after you receive 15 days of service in connection with your old Energy Plan — whichever period is

longer. You're responsible for any outstanding obligations under your old Energy Plan until satisfied in full. For clarity, if you switch Energy Plans, while you will receive the benefits of the pricing and other features of the new Energy Plan, the Term of your Contract won't be changed.

- b.) You can't add Sites to your Energy Plan during the Term. If you make a switch that involves the removal of all, or part, of an Energy Plan offering, the applicable term, rate and accompanying terms and conditions associated with all, or a part, of that Energy Plan offering expires upon removal.

### 9.3 Transferring this Contract

We may transfer, pledge or grant an interest in all or any part of our interest in this Contract, without your consent and without notifying you. You may not transfer this Contract to any other person.

### 9.4 Limitation on Responsibility

AS YOUR ENERGY RETAILER, WE'LL ARRANGE FOR THE SUPPLY OF ENERGY TO YOUR SITE(S). WE DON'T CONTROL AND AREN'T 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 AND FREQUENCY). OTHERS, INCLUDING THE DISTRIBUTION COMPANY, CONTROL THESE THINGS, AND WE'RE NOT RESPONSIBLE FOR ANY OF THEM. YOU'RE 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'RE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS AND THE ACTIONS OF THOSE FOR WHOM WE'RE RESPONSIBLE AT LAW. WE'RE 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 CONTRACT.

### 9.5 Refunds on Expiry or Cancellation of this Contract

On cancellation or expiry of this Contract, after all amounts due by you are paid, if there's a credit balance of \$5.00 or more on your account you'll be issued a refund cheque in the amount of the credit balance. If there's a credit balance of less than \$5.00, such amount won't be refunded and will become our property.

### 9.6 Privacy

- a.) The information you give us is used to provide you with services related to this Contract and may be shared with the Distribution Company or third party service providers. We may also share your information with any party to whom we transfer, grant or pledge — or intend to transfer, grant or pledge — an interest in this Contract. We may also use your information to develop, enhance, market or provide future products or services, to understand customer 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.
- b.) We don't directly provide all of the services related to your relationship with us. We may use third party service providers to

provide certain related services. We may also engage third party service providers located outside Alberta or Canada to provide those related services, so your personal information may be accessible to regulatory authorities in accordance with the laws of that 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 confidential treatment of your information, to our service providers.

- c) By entering into this Contract, you consent to us collecting, retaining, using and disclosing your information, including your Contact Information, in the manner described in subsections (a) and (b) above. Please refer to the Privacy Policy of EPCOR Utilities Inc. at [www.epcor.com](http://www.epcor.com) if you have any questions about the collection or use of this information.

### 9.7 Adding Another Person to your Account

You may add one other person to your account who, in addition to yourself, may make decisions regarding your account. You must notify us of this change in one of the ways described in Section 9.12(a). You agree that we may fully rely on this other person and that you'll be bound by the decisions, information and direction he/she provides us. You may revoke the other person's authority over your account by providing us with appropriate notice.

### 9.8 Waiver

Failure or delay to exercise a right under this Contract won't cancel that right. Seeking one remedy doesn't prevent either one of us from seeking any other remedies we're entitled to seek.

### 9.9 Account Transfer

We may transfer all utility services billed by EPCOR Utilities Inc. (or any of its direct or indirect subsidiaries) that are connected with the Site(s) or address of the Site(s) to your account to avoid multiple billings.

### 9.10 De-Enrolling You with the Distribution Company

We'll ask the appropriate Distribution Company to de-enroll your Site(s) when this Contract ends. Once you're de-enrolled, you'll receive Energy from a default supplier or another retailer you choose. Your outstanding obligations under this Contract survive the cancellation, termination or expiry of this Contract until the de-enrollment is finished and any outstanding obligations under this Contract (including any obligation to pay) are satisfied in full.

### 9.11 Amendments

- a) Other than the Energy Charge and Transaction Fee, we may make changes, additions or deletions to this Contract (including that we may change the Administration Charge and Other Charges) at any time at our sole discretion. We'll provide you with 30 days' written notice if that happens. You agree that the written notice may be made on your bill, included with your bill, or sent by email to your most current Contact Information on file. The written notice will include a link to our website, where you can find more information on any of the changes we make. At your request, we'll also provide you with a written hard-copy detailing the changes. If you disagree with any of the changes, you may cancel this Contract at any time without penalty by giving us one month's notice (see Section 2.1). If this Contract continues after the changes take effect, we'll consider that your acceptance of the amended Contract, regardless of whether or not you requested a written hard-copy detailing the changes.

- (b) From time to time, we may offer new or different products or services under this Contract. If you choose to participate in or purchase a new or different product or service, the terms and conditions of the new or different product or service will attach to and form part of this Contract. The terms and conditions of the new or different product or service will prevail if they conflict with the terms and conditions of this Contract.
- (c) We'll notify you if we believe a change in law requires that we change this Contract. The changes will then apply 30 days after the notice is sent. If any part of this Contract is illegal or can't be enforced, we agree to fix it so that it's legal and enforceable. Any parts that can't be fixed without changing our intention in this Contract will be removed, and the rest of the Contract will stay in effect.
- (d) If we amend the Contract in accordance with this Section and you accept, or are deemed to accept such amendments, we'll provide you with a revised copy of this Contract at your request.

### 9.12 Notices and Customer Contract Information

- a) If you wish to take action under this Contract, including providing cancellation notice or updating your Contact Information, please: (i) call Customer Service at 310-4300 (toll-free in Alberta) or 1-800-667-2345 (toll-free in Canada); (ii) mail in a request to 2000, 10423- 101 Street NW, Edmonton, Alberta, T5H 0E8, or; (iii) provide notice in any other way specified from time to time on our website at [www.encorbyepcor.com](http://www.encorbyepcor.com). We'll provide you a revised copy of this Contract reflecting your updated Contact Information or mail or email preference, if requested. You can only change the name on the Contract if it's in connection with a valid legal name change.
- b) We'll provide you with written notice (based on your most current Contact Information and mail or email preference on file) of any changes or significant actions we take under this Contract. You agree that the written notice may be made on your bill, included with your bill, or sent by email to your most current Contact Information on file.
- c) You're responsible for ensuring we have a current record of your Contact Information and mail or email preference. We're not responsible for any loss you suffer from not receiving a notice because we didn't have your most current Contact Information or mail or email preference.

## 10.0 DEFINITIONS

"Administration Charge" – An amount we charge, once per billing cycle, for the supply of Energy to your Site(s) on a per Site basis. The current administration charge is available at [www.encorbyepcor.com](http://www.encorbyepcor.com) or by calling Customer Service at 310-4300 (toll-free in Alberta) or 1-800-667-2345 (toll-free in Canada). This charge is meant to compensate us for the customer-related services we perform as the retailer.



"Contact Information" – Your name, billing address, email address and phone number. "Contract" – Our Contract is comprised of the Product Sheet and these Terms and Conditions. Our Contract may also include: (a) the terms and conditions of any new or different Encor product or service that you agreed to participate in or purchase; and (b) any telephone conversation recorded by Encor or an Internet contract that you acknowledge.

"CO<sub>2e</sub>" – The 100 year time horizon global warming potential of a GHG expressed in terms of equivalency to carbon dioxide.

"Distribution Company" – The firm(s) that operate(s) your gas or electricity distribution system.

"Eligible Renewable Energy" – Refers to electricity or gas produced from (a) an EcoLogo® Certified Facility or a similar renewable facility, or (b) a source that's independently certified as a renewable energy source.

"Energy" – The gas or electricity, or both, that you are buying under this Contract, including services we provide as your retailer.

"Energy Charge" – The amount you pay per unit of Energy supplied to you, described in the definitions of Guaranteed Rate and Floating Rate or as otherwise specified in any other offer from us, as applicable, according to your Energy Plan. If you have chosen Green Electricity or Green Gas, the charges to purchase and retire REC's and GHG Offsets are included in the Energy Charge.

"Energy Plan" – The energy plan you choose for electricity and/or gas as described on the Sign-Up Confirmation, or one we offer from time to time that you select.

"Environmental Attributes" – Any and all credits, benefits, and emissions reductions, however so entitled, attributable to the generation of electricity from Eligible Renewable Energy and its displacement of conventional electricity generation.

"Floating Electricity Rate" - The floating price per unit of electricity that you pay if you choose a floating electricity price for your Energy Plan, calculated as follows, provided that in no event will such charge be greater than the Price Cap:

$$\frac{\sum_{h=1}^n (Consumption_h + Losses_h + UFE_h) * (Pool Price_h + PTC_h)}{\sum_{h=1}^n (Consumption_h)}$$

Where:

*n* represents the total number of hours in the applicable settlement month.

*h* is an hour in the applicable settlement month.

Consumption<sub>h</sub> is the total actual electricity consumption expressed in kW in hour *h* for all Customers subscribed to the Floating Electricity Rate plan.

Pool Price<sub>h</sub> means the price for each hour established and reported by the Independent System Operator (ISO), in accordance with the ISO rules, for electric energy exchanged through the power pool.

Losses<sub>h</sub> are, for hour *h*, the electric distribution system lines losses expressed in kW for all Customers subscribed to the Floating Electricity Rate plan.

UFE<sub>h</sub> is, for hour *h*, the unaccounted for electricity expressed in kW for all Customers subscribed to the Floating Electricity Rate plan.

PTC<sub>h</sub> are, for hour *h*, the energy market trading charges expressed in \$/kW for all Customers subscribed to the Floating Electricity Rate plan.

For certainty, the Transaction Fee is added to the Floating Electricity Rate to determine the Energy Charge you pay for the Floating Electricity Rate product.

"Floating Gas Rate" – The floating price per unit of gas that you pay if you choose a floating gas price for your Energy Plan, calculated as follows:

$$(\Sigma [AECO Daily 5A Index * Daily HDD] / \Sigma [Daily HDD])$$

Where:

AECO Daily 5A Index = Daily Average Index Price of AECO Daily 5A, per GJ, for each day in the billing cycle for such month.

Daily HDD = If 18-C minus the Daily Average Temperature for such month is less than or equal to 0, then Daily HDD is equal to 0.0001. If 18-C minus the Daily Average Temperature for such month is greater than 0 then the Daily HDD is equal to 18-C minus the Daily Average Temperature.

HDD = Heating Degree Day and is the number of degrees Celsius that the Daily Average Temperature for such month is below 18-C.

Daily Average Temperature = the minimum and maximum temperatures for 24 hourly data points for each day during such month and an average of the two values, specifically, Daily Average Temperature for such day = (Minimum (Hourly Temperature of such day) + Maximum (Hourly Temperature of such day)) / 2

Hourly temperatures are sourced from Environment Canada and reference the Calgary International Airport location

For certainty, the Transaction Fee is added to the Floating Gas Rate to determine the Energy Charge you pay for the Floating Gas Rate product.

"Floating Green Electricity Fee" – The fee payable per kilowatt of electricity you consume for the purchase and retirement of REC's if you have chosen to have Green Electricity with a Floating Electricity Rate. The Floating Green Electricity Fee varies according to the green participation percentage you have chosen.

"Floating Green Gas Fee" – The fee payable per unit of gas you consume for the purchase and retirement of GHG Offsets if you have chosen to have Green Gas with a Floating Gas Rate. The Floating Green Gas Fee varies according to the green participation percentage you have chosen.

"Floating Rate" – The floating price per unit of electricity or gas you pay if you choose a Floating Electricity Rate or a Floating Gas Rate for your Energy Plan. If you choose to have Green Electricity with a Floating Electricity Rate, the Floating Green Electricity Fee will be added to your Floating Electricity

Rate. If you choose to have Green Gas with a Floating Gas Rate, the Floating Green Gas Fee will be added to your Floating Gas Rate.

"GHG" or "Greenhouse Gas" – Any and/or all of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

"GHG Offset" – A reduction in the release of GHG expressed in tonnes on a CO<sub>2e</sub> basis, being the reduction of one tonne of CO<sub>2e</sub> equals one GHG Offset. Specifically, one GHG Offset will offset the GHG emissions resulting from the consumption of 17.86 GJ of gas.

"Green Electricity" – A combination of the physical electricity and the number of Renewable Energy Certificates you agree to purchase under this Contract.

"Green Gas" – A combination of the physical gas and the number of GHG Offsets you agree to purchase under this Contract.

"Guaranteed Rate" – The guaranteed price per unit of electricity or gas you pay if you choose a guaranteed electricity price or a guaranteed gas price for your Energy Plan. If you choose to have Green Electricity or Green Gas with a Guaranteed Rate, the fee payable per unit of electricity or gas you consume for the purchase and retirement of REC's or GHG Offsets is included in the Guaranteed Rate. The Guaranteed Rate won't change over the Term you select.

"Other Charges" – The amounts you pay (in addition to the Energy Charge) related to the supply of Energy and services under this Contract. They're charged by third parties and are related to third party enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission and distribution charges, rate riders, UFG-Related Charges, delivery charges, Taxes and any similar or comparable charges. They also include any amounts we charge described in the Sign-Up Confirmation.

"Price Cap" – If applicable, the maximum amount per kilowatt hour that will be charged under a Floating Electricity Rate, before any applicable Transaction Fee and (if applicable) Floating Green Electricity Fee. If a Price Cap is applicable, it will be specified in the Sign-Up Confirmation.

"Renewable Energy Certificate" or "REC" - A certificate, credit, allowance, green tag, or other transferrable element representing all of the Environmental Attributes associated with the generation of 1,000 kWh of electricity from an Eligible Renewable Energy source.

"Rural Electrification Association" – 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" – A not-for-profit cooperative, incorporated or continued under the *Rural Utilities Act* (Alberta), which owns its own distribution system and supplies gas to members in its rural franchise area of Alberta.

"Sign-Up Confirmation" – The document titled "Sign-up Confirmation" that describes what you're purchasing and includes your Contact Information.

"Site" – Your home, business or other locations where we arrange the supply of Energy. There are different Site identification numbers and, therefore, different Sites for electricity and gas.

"Start Date" – The date you first receive Energy from us under this Contract, which will be a date within 40 days of the date you accept the Contract.

"Taxes" – All lawful taxes and charges related to the Energy, products and services you purchase under this Contract.

"Term" – Will begin on the date you accept the Contract and end on the last day of the month in which your Energy Plan is scheduled to expire.

"Transaction Fee" – The transaction fee payable per unit of Energy you consume as part of your Floating Gas Rate or Floating Electricity Rate (if applicable), or as otherwise specified in any other offer you obtain from us. You may find these fees at [www.encorbyepcor.com](http://www.encorbyepcor.com) or by calling Customer Service at 310-4300 (toll-free in Alberta) or 1-800-667-2345 (toll-free in Canada).

"UFG" means the Customer's proportionate share of Encor's line loss, unaccounted-for gas and compressor fuel at the rate specified in the applicable gas distribution tariff.

"UFG-Related Charges" are calculated for both Guaranteed Rate and Floating Rate gas Energy Plans by multiplying any UFG volumes attributed to you by the sum of the AECO Daily 5A Index plus the Transaction Fee.