



RETAILER SERVICE AGREEMENT

EQUUS and the retailer agree that EQUUS will provide, and the retailer will accept, electric distribution service according to the Terms and Conditions and this agreement. EQUUS and the retailer agree as follows:

1. Compliance with Terms and Conditions and Payment

The retailer will comply with the Retailer Terms and Conditions of Electric Distribution Service, as amended from time to time, as approved by the board of directors and filed for information with the AUC. The retailer acknowledges that it has been provided with a copy of those 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 EQUUS according to the Retailer Terms and Conditions of Electric Distribution Service.

2. Provision of Information

The retailer is solely responsible for the provision of accurate and timely member information (by electronic form) to EQUUS, 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 EQUUS 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 EQUUS:

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 EQUUS with, and will maintain, prudential requirements under this agreement and according to the Retailer Terms and Conditions of Electric Distribution Service. EQUUS 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 EQUUS according to the Retailer Terms and Conditions of Electric Distribution Service.

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 EQUUS.



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 FAX as follows:

To EQUUS:

EQUUS

Attention: Charlene Glazer
5803-42 Street
Innisfail, Alberta T4G 1S8
t. 403.227.4011 f. 403.227.1007
e. cglazer@equus.ca



To retailer:

Retailer Id:

Attention:
Address:
City, Province, Postal Code:
t.
f.
e.

THE PARTIES HAVE executed this agreement:

EQUUS

Per: _____

Per: _____

Name: Andrew Metzger

Name: _____

Title: CEO

Title: _____

____/____/_____
MM/DD/YYYY

____/____/_____
MM/DD/YYYY