

Appendix E – RETAILER SERVICE AGREEMENT

BETWEEN: Battle River Power Coop (herein after called the “Association”) P.O. Box 1420, Camrose Alberta, T4V 1X3,

-and- _____ Retailer Name (herein after called the “Retailer”)
Retailer Address _____.

WHEREAS the Retailer has requested BRPC to provide the Retailer with Distribution Access Service for the purpose of serving its member(s): The Retailer and BRPC agree as follows:

1. Provision of Information

The Retailer agrees to provide the following information by electronic form to the Association, and represents and warrants that such information is true and accurate:

- (a) Retailer Identification No.: _____.
- (b) Member Information, in a form acceptable to BRPC, for each customer of the Retailer: (1) Name: (2) Telephone No.: (3) Mailing Address: (4) Site I.D. No.: (5) Site Contact Name: (6) Site Telephone No.: (7) Site Legal Land Description

The Retailer is solely responsible for the provision of accurate and timely member information to BRPC. Should any of the above information or any other member data or member information, change during the term of this Retail Service Agreement, Retailer shall advise BRPC of the change, by electronic means, as soon as is reasonably practicable in the circumstance, and in any event within two (2) business days.

2. Terms and Conditions

- (a) This Retail Service Agreement is subject to the Terms and Conditions for Distribution Access - Retailer (“Terms and Conditions”), as amended from time to time, which are approved by the Board of Directors and filed for information with the Alberta Utilities Commission (“AUC”).
- (b) The Retailer must notify the member that the member will be responsible for any stranded costs associated with the early termination of the Regulated Default Supply.

3. Review of Terms and Conditions

The Retailer acknowledges that it has been provided a copy of BRPC's Terms and Conditions has reviewed and understands these Terms and Conditions and agrees to be bound by them, and any amendments thereto, in all transactions with BRPC or BRPCs Members.

4. Other Agreements

No person, whether an employee or agent of BRPC or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of BRPC.

5. Term

This Retail Service Agreement shall be effective on the date first noted herein, and thereafter shall remain in effect until terminated by either party in accordance with Article 9 or Article 10, as applicable, of the Terms and Conditions; or for the reasons set out in Article 14 of the Terms and Conditions.

6. Use of Distribution Access

The Retailer understands and agrees that the Distribution Access Service provided hereunder is provided solely for the Retailer's use at the locations and for the Members identified to BRPC in accordance with paragraph 1 hereof. The Retailer shall not use the Distribution Access Service provided by BRPC for any other purpose.

7. Provision of Information

If the Retailer, at any time, becomes aware that any Member is using the service(s) provided by the Retailer

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or BRPC in a manner which is inconsistent with the Terms and Conditions, which could potentially create safety, health or environment concerns or damage BRPC's Distribution System or facilities, the Retailer shall immediately notify Association of such circumstances.

8. Interference with Association Facilities

In providing service to its Member, the Retailer shall not, in any way, damage or interfere with or otherwise disturb, alter or tamper with the facilities of BRPC. The Retailer shall notify BRPC immediately of any problem or defect relating to Association's facilities, which is discovered by or brought to the attention of the Retailer.

9. Payment of Rates

The Retailer agrees to pay all rates, charges, invoices or fees levied or billed to it by BRPC in accordance with Article 7 of the Terms and Conditions.

10. Roles

The Retailer acknowledges, understands and agrees that BRPC will not perform any billing or collection activities on its behalf. The Retailer agrees to pay all amounts due and owing to BRPC in accordance with Article 7 of the Terms and Conditions, regardless of any billing or collection disputes the Retailer may have with its Member(s).

11. Prudential Requirements

(a) The Retailer agrees to comply with BRPC's Prudential Requirements established pursuant to Article 11 of the Terms and Conditions and the *Distribution Tariff Regulation, A.R. 162/2003*, for purposes of enabling BRPC to assess the Retailer's credit risk and required security.

(b) BRPC shall 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 BRPC, in accordance with Articles 7 and 14 of the Terms and Conditions.

12. Authority

This Retail Service Agreement is subject to all applicable legislation, including the *Electric Utilities Act* and the Regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the EUB or any other regulatory authority having jurisdiction over BRPC or the matters addressed herein.

13. Benefit

This Retail Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective heirs, executors, administrators, successors and, where permitted, assigns.

14. Continuation of Agreement

If any provision of this Retail Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Retail Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

15. Confidentiality

Neither party may disclose any Confidential Information obtained pursuant to this Retailer Service Agreement to any third party, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include all business, financial, and commercial information pertaining to the parties, customers or members of either party, suppliers for either party, personnel of either party, any trade secrets and other information of a similar nature, whether written or otherwise that is marked "proprietary" or "confidential" with the appropriate owner's name.

Notwithstanding the preceding, a receiving party may disclose Confidential Information to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling or order, providing that:

- i) Such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and

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- ii) Prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

16. Payment

The Retailer shall pay all bills, invoices, charges or fees to Association by electronic funds transfer.

17. Contacts

Contacts or Notices required with respect to this Agreement shall be directed as follows:

(a) With respect to BRPC's operational matters:

REA Name and Address: Battle River Power Coop, P.O. Box 1420, Camrose Alberta, T4V 1X3

Contact Name and Telephone Number: Industry Liaison 1-877-428-3972

Retailer Name and Address: _____

Contact Name and Telephone Number: _____

(b) With respect to financial matters:

REA Name and Address: Battle River Power Coop, P.O. Box 1420, Camrose Alberta, T4V 1X3

Contact and Telephone Number: Accounting Supervisor 1-877-428-3972

Retailer Name and Address: _____

Contact Name and Telephone Number: _____

(c) With respect to BRPC's technical matters:

REA Name and Address: Battle River Power Coop, P.O. Box 1420, Camrose Alberta, T4V 1X3

Contact and Telephone Number: Billing Manager 1-877-428-3972

Retailer Name and Address: _____

Contact Name and Telephone Number: _____

IN WITNESS WHEREOF, the Retailer has executed this application this _____ day of _____, 20_____.

Battle River Power Coop
(BRPC)

(Retailer)

(CEO)

(Signature)

P.O. Box 1420, Camrose Alberta, T4V 1X3
(Address)

(Address)

(MM/DD/YY)

(MM/DD/YY)