

Direct Energy (B.C.) Limited, operating as Direct Energy agrees to coordinate the supply of all natural gas for each of the Premises described in this contract (collectively the "Premises"), under the terms and conditions set out here and on page one of the contract.

## 1.0 General Definitions

"**Directive**" means any contract with Fortis BC Gas or its tariffs, policies or directives.

"**Laws**" means any law, regulation, Directive or other legal requirement relating to this contract or the supply, sale, receipt and purchase of natural gas.

"**Premise**" means your home or other locations noted as Premise Number on Page 1.

"**Price**" means the amount in Canadian dollars per gigajoule ("GJ") that you have agreed to pay for the natural gas (exclusive of Taxes) and is more specifically set out on Page 1.

"**Start Date**" means the date that you will first receive natural gas from us under this contract.

"**Taxes**" means all lawful taxes and charges related to your purchase of natural gas under this contract.

"**Fortis BC Gas**" means the local distribution company which operates a natural gas distribution system.

"**Term**" means the period during which natural gas and related services are to be provided under this contract. It begins on the Start Date and continues after that until the expiry of the period of time chosen by you on Page 1.

## 2.0 Payment

Fortis BC Gas will bill you at the Price for the natural gas we supply you which at any given time may be higher or lower than the regulated rate charged by Fortis BC Gas. Fortis BC Gas will bill you additional charges in compliance with their terms and conditions and will issue bills to you on the billing cycle they establish from time to time. Fortis BC Gas is also responsible for determining payment options, payment processing and credit and collections. You are obligated to pay invoices you receive from Fortis BC Gas and to comply with their terms of payment.

## 3.0 Ending This Contract

### 3.1 We can end this contract ...

We can end this contract if you:

- a) do not pay your bill in full by the date on your bill and Fortis BC Gas de-enrols you as a result;
- b) do anything that prevents us from supplying you with natural gas; or
- c) increase your consumption above 2000 GJs per year.

### 3.2 You can end this contract ...

You can end this contract without cost or payment within 10 calendar days. After that date, you may end this contract on the anniversary of your enrollment.

## 4.0 Changing The Contract

### 4.1 Transferring this contract to someone else

We may transfer this contract to another natural gas marketer by giving notice to you.

### 4.2 Moving

As stipulated by the government, this contract moves with you if you move to another location within Fortis BC Gas' service territory.

## 5.0 Operations

### 5.1 Start Date

Subject to the other provisions of this contract, we will begin supplying and selling natural gas to you acquired from various third party suppliers, and you will begin buying and consuming natural gas from us on the Start Date. We will sell natural gas to you in respect of each Premise for an initial term beginning on the Start Date and ending with the expiry of the period of time chosen by you. All provisions of a continuing nature, such as the obligation to make payments of amounts owed and confidentiality, shall continue in effect following the cancellation or termination of this contract.

### 5.2 Conditions to supply

We are under no obligation to supply or sell natural gas under this contract unless, at all times during the Term:

- a) the supply of natural gas to a Premise does not cause us to be in breach of any Laws or our licenses;
- b) you and the facilities at the Premises comply with your obligations under all Laws relating to the supply, sale, receipt and purchase of natural gas;
- c) appropriate metering and related equipment for natural gas measuring is in place and operating in accordance with Directives; and
- d) you have all permits, licenses, approvals or other documents and consents necessary for the receipt and purchase of natural gas at the Premises.

### 5.3 Enrollment/de-enrollment process

Before we supply you with natural gas, Fortis BC Gas must enroll your Premise with us designated as your marketer. If you do not renew this contract we will ask Fortis BC Gas to de-enroll your Premise when this contract ends. When it does, you will receive natural gas from Fortis BC Gas or another marketer you choose. The obligations under this contract will not end until the de-enrolment is finished and we have each completed all of our obligations to each other.

### 5.4 Appointment as agent

The natural gas will be delivered to you through physical facilities owned by third parties and not us. Accordingly, you must appoint us as your agent by signing a Notice of Appointment of Marketer for each Premise listed in this contract. This appointment will end when this contract ends, but in no event before all Premises have been de-enrolled by Fortis BC Gas. However, we are not your agent or fiduciary with respect to the Price of the natural gas you will purchase and we may profit from the sale of natural gas to you.

### 5.5 Complaints and enquiries

If you have any concerns or questions about this contract, please feel free to contact us at 1-866-374-6299. Escalated disputes between Direct Energy and yourself arising out of the contract will be referred to and resolved by arbitration administered by the Commission according to the Commission's rules for the resolution of such disputes.

## 6.0 Other Duties and Responsibilities

### 6.1 Promises

We both need each other's assistance to successfully perform this contract. Therefore, we both promise to comply with Laws and to help each other in enrolling your Site.

### 6.2 Limitation on responsibility

WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR NATURAL GAS AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE DISTRIBUTION COMPANY,

CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.

## 7.0 Miscellaneous

### 7.1 Use of information

We collect and use personal information about you in order to: (i) establish and manage our business relationship with you (ii) understand customer requirements and preferences, (iii) provide additional services and products to our customers, and (iv) meet legal requirements. We also share information about you with other companies that are involved in the provision of natural gas to you. You give us your consent to disclose information about you for any of the following purposes: i) billing or supplying services to you; ii) law enforcement; iii) complying with a legal requirement; and iv) enforcing our collection of amounts owing by you. Unless you tell us otherwise, you also give us your consent to use and disclose your personal information to make you aware of our other products and services that may be of interest to you. If you do not want us to contact you about these things or you would like more information about how we use personal information, please contact us using the information on Page 1. Please note, we may also share information about you for the noted purposes with other companies, some of which are located outside of Canada. We may record and disclose telephone conversations between you and us in accordance with this section.

### 7.2 Code of Conduct

You are entitled to receive a copy of the “Code of Conduct for Gas Marketers engaged in the Commodity Unbundling Service in the Province of British Columbia” from us.

### 7.3 Notices

Each of us must deliver any notice related to this contract to the other’s address on Page 1. You are required to produce independent evidence that the notice was delivered. Each of us may change our address by giving notice to the other.

### 7.4 Title and risk

Natural gas will be supplied at the connection point between Fortis BC Gas’ facilities and your facilities. Entitlement to and risk associated with the natural gas will pass to you at that point.

### 7.5 Waiver, remedies and sections that don’t end

No failure or delay to exercise a right under this contract will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Section 6.2 does not end when this contract ends but stays in effect. **7.6 Application of Law**

The laws applicable in British Columbia will govern this contract. If any part of this contract is found to be invalid for any reason, the validity or operation of the rest will not be affected.

### 7.7 Entire contract and execution

We both agree that this contract is the only thing we may look to as the evidence of the agreement between us. Except for changes to personal information and the like, we both can only amend this contract in writing or by telephone if allowed by Laws.

### 7.8 Fixing legal problems with this contract

If any part of this contract is illegal or cannot be enforced, we

both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this contract, it will be removed and the rest of this contract will stay in effect.

### 7.9 Change of Laws

If we believe a change in Laws requires that we make a change to this contract, we will notify you and the changes will apply 30 days after the notice is sent. The Price and expiry date will not change unless you agree. If a change in Laws stops us from supplying natural gas under this contract or creates additional costs for us that are not included in the Price, then we may end this contract. If so, we will notify you and 30 days after the notice is sent, this contract will end without liability to either of us.

### 7.10 Consumer’s Right to Cancel

This is a contract to which the Business Practices and Consumer Protection Act applies.

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery.

If you send the notice of cancellation by mail, facsimile, or electronic mail, it doesn’t matter if the seller receives the notice within the required period as long as you sent it within the required period.