

TERMS & CONDITIONS

Purchaser and Green Alberta Energy in concert with [NewGen Energy](#) agree as follows:

1. GREEN ELECTRICITY

Green Electricity: Purchaser agrees to select a percentage of their monthly electricity consumption, the corresponding amount of which will be used to determine the amount of Renewable Energy Certificates (RECs) including Solar Renewable Electricity that is exported onto the Alberta Grid by Micro Generators that Green Alberta Energy will purchase as a designated environmental green offset. The percentage amount Purchaser chooses is multiplied by the actual billed monthly consumption invoiced to the Purchaser by [NewGen Energy](#) will be known as Agreed Monthly Usage.

2. SUPPLY GUARANTEE

Supply Guarantee: Green Alberta Energy will purchase renewable energy certificates from generators, and/or from Alberta Micro Generators who are meeting a similar standard, as approved by Green Alberta Energy whereby the electricity is exported to the Alberta grid and purchased by Green Alberta Energy. Micro-Generation rules are based on Alberta Settlement protocols and subject to AUC [Micro-Generation Rule 024](http://www.auc.ab.ca/rule-development/micro-generation/Pages/default.aspx). <http://www.auc.ab.ca/rule-development/micro-generation/Pages/default.aspx>

3. ENVIRONMENT ATTRIBUTES

Environmental Attributes: On Purchaser's behalf, Green Alberta Energy will retire or cause to be retired all environmental and emissions credits and attributes which Green Alberta Energy receives or over which Green Alberta Energy has control which are associated with such Green Energy Certificates (or "RECs").

4. WARRANTY

Warranty: RECs represent the general environmental benefits resulting from the generation of renewable energy, the displacement of non-renewable fuels, the reduction of air emissions, the reduction of greenhouse gases and the reduction of solid wastes.

5. AUDIT

Audit: Green Alberta Energy will make available to MNP, as a major Alberta based and recognized accounting firm, calendar-year based statements verifying that the amount of renewable electricity being purchased, and the retirement of RECs is greater than or at minimum equal to the aggregated Agreed Monthly Usage. The audit results will be submitted to UL and posted on Green Alberta Energy's web site.

6. RATE SCHEDULE & PRICE GUARANTEE

Rate Schedule & Price Guarantee: On a monthly basis, [NewGen Energy](#) will charge Purchaser, as part of the retailing invoice, on behalf of Green Alberta Energy, the Agreed Monthly Usage priced at a rate of 1.66 cents per kWh, plus applicable taxes.

7. TERMINATION NOTICE

Termination Notice: Purchaser has the right to terminate the agreement, without any cost or penalty, at any time with just 10 day notice following the normal monthly invoicing period.

8. COST OF GREEN ALBERTA ENERGY

Cost of Green Alberta Energy: Purchaser understands that the price being charged for Green Alberta Energy Renewables is in addition to the cost of conventional electricity provided by Purchaser's electricity provider or electricity retailer.

9. INVOICING & PAYMENT

Invoicing and Payment: The invoice for Green Alberta Energy Renewables will be added to the monthly invoice sent out to the Purchaser by [NewGen Energy](#). The cost of the Agreed Monthly Usage will be added to the existing month retail invoice, as a separate line item and the standard and existing normal terms and payment conditions apply.

10. ADMINISTRATION FEE

Administration Fees: There are no separate nor additional administration fees charged for the service.

11. UPON TERMINATION

Upon termination: Purchaser shall cease to use any marks or identifiers associated with Green Alberta Energy, or to continue with any marketing or environmental claims enabled by this agreement.

12. MARKETING

Marketing: Both parties may publicly identify the premises as Powered by Green Alberta Energy in partnership with [NewGen Energy](#) and Purchaser identified as Green Alberta Energy customer.

13.

Purchaser may participate in Green Alberta Energy marketing programs as currently offered. Usage of Green Alberta Energy identifiers must be consistent with the Green Alberta Energy Brand Usage Guide.

14. FORCE MAJEURE

Force Majeure: Green Alberta Energy and [NewGen Energy](#) shall not be held responsible or liable for any failure to perform or delay in the performance of its obligations described in this agreement due to a force majeure event such as an act of God, acts of terrorism, vandalism, severe storms, strikes, labour disputes, or changes in Canadian or Provincial Climate Change policies that are construed by Green Alberta Energy as detrimental to the intent of this agreement. Force majeure includes any or all of Green Alberta Energy suppliers being unable or refusing to generate and inject renewable green electricity or deliver RECs to Green Alberta Energy, losing their certification, or the refusal of any government, board, agency, commission or other authority to issue or extend necessary approvals. During a period of force majeure, Purchaser is relieved of its payment obligations for goods and services that would otherwise have been provided by Green Alberta Energy and [NewGen Energy](#) during that period, but not for goods and services already provided prior to, or actually provided during such period.

15. GENERAL

General. Green Alberta Energy and [NewGen Energy](#) may at any time change these terms and conditions upon 90 days prior written notice to Purchaser, and Purchaser has the right to terminate the agreement at any time pursuant to any change in rates as detailed in paragraph 7 above. Either party may assign this agreement with the consent of the other party, such consent not to be unreasonably withheld. Except as amended in writing by both parties, this agreement constitutes the entire agreement between the parties with respect to the Premises, and supersedes all prior agreements, whether written or oral. This agreement is governed by the laws of Alberta.