
Retailer Representation and Warrant Agreement

In consideration of AUI entering into a Retailer Distribution Service Contract (Service Contract) with _____ (the Retailer), the sufficiency of such consideration being hereby acknowledged, the Retailer represents and warrants to Apex Utilities Inc. (AUI) the following:

- a) The Retailer is a party to a Service Contract with AUI and is bound by the obligations and liabilities under the Service Contract and AUI's terms and conditions of service;
- b) The Retailer has obtained, from each Customer related to the requested historic Customer Usage Information, all consents required under all applicable laws for AUI to disclose to the Retailer and for the Retailer to receive from AUI such historic Customer Usage Information;
- c) Where the Retailer is required to obtain consent, such consent must be in a verifiable form. The consent may be in written hard copy or electronic form or oral, so long as there is a verifiable record of the fact consent was given. The Retailer will retain records of all consents in a form verifying proof of consent in accordance with applicable laws and will produce those records on request by AUI, the Market Surveillance Administrator or any authorized government agency;
- d) The Retailer will maintain the confidentiality of, and will not use or otherwise disclose, the requested historic Customer Usage Information, except in accordance with all applicable laws; and
- e) The Retailer will indemnify and save harmless AUI, its directors, officers, agents, employees and representatives (collectively the "Distribution Company Parties") from and against all claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including all legal costs on a solicitor and client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by the Distribution Company Parties, or any of them, or which may be brought against or suffered by the Distribution Company Parties, or any of them, or which the Distribution Company Parties, or any of them, may sustain, pay or incur as a result of, or arising directly or indirectly out of or in connection with, any breach by the Retailer of, or any inaccuracy with respect to, any of these representations or warrants of the Retailer, except to the extent such breach or inaccuracy was a result of, or arose directly or indirectly out of or in connection with, any negligence or willful misconduct of AUI.

In addition to the foregoing, the Retailer acknowledges and agrees:

- a) AUI makes no representation or warrant to the Retailer regarding the accuracy of any historic Customer Usage Information provided to the Retailer; and
- b) Each time the Retailer requests AUI to disclose to the Retailer historic Customer Usage Information, AUI is relying on the representation and warrant set forth in this Agreement in disclosing the requested historic Customer Usage Information to the Retailer.



Retailer's address for notice:

AUI's address for notice:

Retailer:	
Retailer Address:	
Attention:	
Phone:	
Facsimile:	
Retailer ID(s):	

Apex Utilities Inc.
5509-45 Street Leduc, AB T9E 6T6
Attention: Regulatory & Legal Affairs
Facsimile: (780) 986-5220

IN WITNESS WHEREOF the Parties have executed this Agreement as of the _____ day of _____, 20____.

[RETAILER]

APEX UTILITIES INC.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____