



FNE Saskatchewan - Retail Natural Gas Supply Agreement “Terms & Conditions”

The undersigned acknowledges that Future Now Energy Inc. (FNE) has been selected as their Retail Natural Gas Supplier.

Purchaser Acknowledgements:

1. I understand that FNE is an independent retail natural gas supplier not an affiliate of SaskEnergy.
2. I understand that FNE operates under a Master Services Agreement with SaskEnergy.
3. I realize that rebates are described under the FNE Terms and Conditions.
4. I have reviewed and signed a copy of the Commodity Sale of Natural Gas and Appointment of Agent “Disclosure Statement”.
5. I have reviewed the FNE Terms and Conditions, and I understand that document is a Commodity Sale Arrangement as
6. described in the Disclosure Statement. I have signed FNE’s Supply Agreement.
7. I understand that FNE will supply natural gas to the listed accounts under the FNE Terms and Conditions.
8. I am authorized to select FNE as the Retail Natural Gas Supplier for the listed accounts.
9. SaskEnergy will continue to deliver the natural gas, provide emergency service, read the meter and prepare
10. a single bill for all natural gas services, including the natural gas supplied by FNE, and those matters will
11. continue to be governed by the SaskEnergy Terms & Conditions of Service.
12. For service to a home; Buyer’s Right to Cancel can be found on page 2 at paragraph 7.



Terms and Conditions:

1. Utility Services.

FNE shall supply all of the natural gas required by Customer for the Delivery Service Account(s) identified by the account number(s) herein. FNE will deliver natural gas to the TransGas Energy Pool, where SaskEnergy will ensure the commingled gas supply meets minimum quality standards. SaskEnergy will then complete delivery to the Customer, and will measure the volume of natural gas delivered. Volume measurements by SaskEnergy shall be binding on both FNE and Customer. Customer shall receive title and possession of the natural gas at the Point of Delivery, which is the SaskEnergy meter where the SaskEnergy distribution system connects to Customer's facilities.

2. Billing & Collection.

SaskEnergy will perform all billing and collection services on behalf of FNE in accord with SaskEnergy's standard billing and collection policies and procedures. In the event Customer fails to pay amounts owed when due: (a) SaskEnergy may charge interest on the overdue amounts equal to the interest specified by SaskEnergy under its Terms and Conditions of Service Schedule and/or (b) SaskEnergy will apply its standard business policies, tariffs and terms and conditions of service. SaskEnergy may discontinue delivery of gas if the amount due is not paid in full.

3. Term & Renewals.

The initial term of this Agreement shall begin on the Effective Date and shall end on October 31, of the following calendar year. At the end of the initial term, the Agreement shall automatically renew for additional one year terms, unless the customer elects not to renew. At least one hundred twenty (120) days prior to the start of any renewal term, FNE will send the customer a renewal notice. The Total Term of this Agreement shall include the initial term plus any renewal terms.

*Effective date see FN Energy website terms.

4. Price.

The Agreement provides for a variable Purchase Price for natural gas. The Base Price shall be \$0.1463 per cubic meter (\$3.85/GJ) unless the average TEP spot price (delivered) exceeds \$0.0855 per cubic meter (\$2.25/GJ) for any three month period during the Total Term. If Average TEP Price, delivered, exceeds the amounts above, FNE may add an amount to the Base Price up to one hundred and ten percent (110%) of that increase. The price FNE charges the Customer will not exceed the Base Price. The overall cost of the FNE natural gas charge will be competitive, but



because of the rebate feature, the initial cost may be higher than some alternative suppliers. The FNE natural gas charge will be separately stated on your bill and covers only the natural gas supply portion of the bill.

5. Rebate.

A rebate of up to 10% of the FNE natural gas charge, excluding taxes and fees, will accrue during the total term provided all of Customer's obligations to FNE & SaskEnergy are fulfilled. A 5% rebate will accrue at the end of each one hundred and twenty (120) day period (the Accrual Period) during the Term for gas charges billed during that Term. The 5% rebate amount for any Accrual Period will become payable four months after the end of that Accrual Period. Provided the Agreement is renewed, on the three year anniversary of each Accrual Period, an additional 5% rebate amount will accrue for that prior Accrual Period, and will become payable four months thereafter. Rebate amounts less than \$100 may not be paid, currently, but will be carried forward to the next Accrual Period. Rebates that have become payable will be paid at least once during each Term of the Agreement, regardless of the amount. Accrued rebates that have not become payable, will be forfeited if the Agreement is terminated or not renewed.

6. Force Majeure.

If either party is rendered unable, in whole or in part, to perform or comply with any covenant, condition or obligation of this Agreement due to an event of Force Majeure, such party shall give written notice to the other party as soon as reasonably possible after the occurrence of such event of Force Majeure, giving full particulars of such event. The obligations of both parties after giving such notice shall, insofar as such obligations are affected by such event of Force Majeure, be suspended during the continuance of such event of Force Majeure, but for no longer period, and the party so prevented from complying with its obligations hereunder shall, to the extent possible, remedy such event. The term Force Majeure shall mean any event beyond the reasonable control of either party, but with respect to FNE's obligation to supply gas under this Agreement will only include a force majeure declared by TransGas that adversely affects the ability of FNE to perform TEP inventory transfers.

7. Buyer's Right to Cancel (Applicable only to Residential Customers).

(A) You, the Customer, may cancel this contract from the day you enter the contract until 10 days after the date on the enrolment notification letter from your local Gas distributor (SaskEnergy) without penalty. You do not need a reason to cancel. (b) 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 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs



office. (c) If you cancel this contract, FNE 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. (d) To cancel, you must give notice of cancellation at FNE's address, below. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

8. Notice of Termination is Required.

After the 10-day period, described above, if the Customer terminates the Agreement, or chooses not to renew, the Customer is required to give SaskEnergy sixty (60) days advance notice, except where Customer moves from or transfers ownership of the service delivery location. In that event, thirty (30) days advance notice is required. Customer acknowledges that if the Agreement is terminated or not renewed, for any reason, without timely notice to SaskEnergy, there may be additional costs or return charges imposed on Customer.

9. Option to Cancel.

Customer may cancel the Agreement at any time by sending to FNE a Revocation of Agent form, available from the SaskEnergy website. FNE will then forward notice of the cancellation to SaskEnergy. Cancellation is effective when SaskEnergy transfers the Customer from FNE's gas supply. FNE will charge no fees for cancellation. FNE may cancel the Agreement, upon sixty (60) days written notice of default, if Customer fails to honor the terms of the Agreement. In addition, the Agreement will be immediately suspended, and may be terminated without notice, if Customer's gas supply is discontinued by SaskEnergy.

10. Unauthorized Cancellation.

During any Term of the Agreement, Customer shall not enter into an agreement with another natural gas supplier. If during any Term, another natural gas supplier is assigned to Customer's account, Customer authorizes FNE to reinstate Customer, under this Agreement. However, all of FNE's obligations under the Agreement shall be suspended, during any period that FNE is not the supplier for Customer's account. This reinstatement provision is necessary to prevent unauthorized transfer of the Customer's account and to ensure any accrued rebates are not affected.

11. Assignment.

Customer agrees that FNE may assign this Agreement to another commodity natural gas supplier authorized to operate in the SaskEnergy service area, provided the new supplier agrees to assume all of FNE's duties & obligation under this Agreement.



12. Other Provisions.

(a) This Agreement reflects entire understanding between Customer & FNE & supersedes prior statements, representations or agreements made by or on behalf of FNE in connection with Customer's natural gas supply. (b) This Agreement is governed by laws of Saskatchewan. (c) All Code of Conduct disputes arising under the Contract will be resolved following the procedure described in Schedule 6 to the Gas Retailer Master Services Agreement between SaskEnergy and the Gas Retailer and the results of such procedures will be final and binding upon the parties. (d) FNE shall at the time of delivery of gas hereunder have the right to sell such gas to Customer; and all gas supplied hereunder shall be free and clear of all liens, encumbrances and adverse claims of every nature and kind whatsoever. (e)

FNE shall indemnify and save harmless Customer from and in respect of all suits, actions, debts, accounts, damages, costs, losses, and expenses of every nature and kind whatsoever arising from or in connection with any adverse claims of any or all persons to the gas or to royalties, taxes, license fees or charges thereon which are applicable before the title to the gas passes to Customer or which may be levied and assessed prior to the sale thereof to Customer. (f) Except for taxes and surcharges as described below as between FNE and Customer, the price of gas sold hereunder shall be inclusive of and FNE shall be responsible for the payment of all amounts with respect to royalties and charges that are payable or validly exigible prior to the delivery of the gas at the Customer's Point of Delivery.

FNE - Future Now Energy Ltd.

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