Flux Energy

TERMS & CONDITIONS

Flux Energy Inc. o/a Flux Energy and/or Flux
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Retail Electricity Licence #359959 · Retail Natural Gas Licence #359960 · Province of Alberta

The company that wants you to enter into this marketing contract is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. This company is not affiliated with the Government of Alberta. The Disclosure Statement to Consumer is set out immediately below.

Disclosure Statement to Consumer: Please Read Before Signing

Please read this statement before you sign it. Before you enter into a marketing contract for the supply of energy you should understand the following:

1. This contract is not an electricity or gas utility or government rebate program. The person who presented you with this contract represents Flux Energy Inc.

2. The business named in this contract may not be able to supply energy cheaper than your current utility company.

3. This contract can be ended only under the following conditions: You may cancel this contract at any time with 10 business days' notice by submitting a cancellation request through your Flux Energy account portal or in writing. This can be done without penalty at any time throughout the Term of the contract.

4. If you move to another location within Alberta you WILL NOT still be responsible to buy energy under this contract.

5. You may cancel this contract from the day you sign the contract until 10 days after a copy of the contract that you signed is received by the marketer. You do not need a reason to cancel the contract. To cancel the contract, you must give notice of cancellation at the address in the contract. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, e-mail or by personal delivery. Under certain circumstances you may have more than 10 days to cancel the contract.

If you need more information on cancelling the contract, or if you feel you have been treated unfairly, you may contact Service Alberta at 780-427-4088. Outside Edmonton call 1-877-427-4088 toll free.

This contract is not valid unless this Disclosure Statement has been correctly completed by Flux Energy and then acknowledged by you before you enter into this contract. By acknowledging or accepting these Terms and Conditions, you confirm you have read and understood this Disclosure Statement.

1. What You're Signing

Flux Energy Inc. is an Alberta-incorporated electricity and natural gas marketing business, applying for licensing under the Consumer Protection Act (Alberta). Once issued, our licence numbers will be displayed on the first page of this Agreement. We operate under the trade name Flux Energy. When we say “Flux Energy,” “we,” “our,” or “us” in this document, that's who we mean. When we say “you” or “your,” we mean the customer on the Sign-Up Form.

This is a contract for the retail supply of electricity and/or natural gas to your home or business in Alberta. You're not buying energy directly from the grid, we purchase it on your behalf and lock in a rate so your bill is predictable. The Distribution Company (your local utility) still delivers it through the same wires and pipes.

This Agreement consists of these Terms and Conditions, the enrolment record from your online sign-up (or, where applicable, a signed Sign-Up Form), and the Energy Plan Confirmation issued after enrolment. The Agreement takes effect on the date you complete enrolment by clicking "Complete Registration" on our website (or, where applicable, the date Flux Energy receives your signed Sign-Up Form), subject to your 10-day cooling-off right. The Energy Plan Confirmation is sent after enrolment to confirm your plan details, it is a confirmation, not a separate agreement.

1.1 How You Can Sign Up

This Agreement is legally binding once you accept it through any of the following:

- Completing our online Sign-Up Form
- Signing and returning a physical or digital copy
- Replying to our confirmation email with your acceptance

An email reply or electronic acknowledgment counts the same as a handwritten signature. Both of us agree to use electronic signatures and email to form and execute this Agreement, including any future renewals. For online enrolments, we will display the full Agreement (these Terms and Conditions, the Sign-Up Form, and Appendices A and B) in a manner that allows you to receive, retain, read, print, and download it before acceptance, and before any contract acceptance is recorded we will obtain your electronic acknowledgment that you have read and agree to both the Disclosure Statement and these Terms and Conditions. Telephone enrolment is not currently offered; if introduced in future, it will follow a separate Section 11.4-compliant process with full recorded scripts and confirmation steps.

1.2 Authority

By signing up, you confirm you're the account holder for the site(s) listed, or that the account holder has authorized you to act on their behalf, and that you have the authority to enter into this Agreement.

2. Definitions

These are the key terms used throughout this Agreement and what they mean.

Administration Charge	Our fee for arranging your energy supply and handling the administration of your account. The amount is on your Sign-Up Form and may be billed monthly, daily, or per invoice.
AESO Settlement Charges	Adjustments the Alberta Electric System Operator charges us before or after final load settlement, passed through to you under AUC Rule 021: Settlement System Code Rules.
Agreement	This document, these Terms and Conditions, your Sign-Up Form, your Energy Plan Confirmation, and any renewal documents.
Billing Period	The specific span of time during which you used electricity or natural gas and incurred the charges that appear on your bill.
Cancellation Date	The date your cancellation takes effect.
Contact Information	Your name, address, email, phone number(s), and title.
Deposit	A security amount we may collect from you under Section 4.7.
Distribution Company	The regulated utility that owns and operates the wires or pipes delivering energy to your home or business (e.g., ATCO, Fortis, ENMAX).

Early Exit	Ending the Agreement before your Product End Date while your current rate is still in effect. No Flux plan has an exit fee, so you can end any plan early at no cost.
Energy	The electricity and/or natural gas we supply to you under this Agreement.
Energy Charge	The cost of the energy you consume, based on your chosen rate, variable or fixed, for electricity and/or natural gas.
Energy Plan Confirmation	The email we send confirming your plan, rate, site details, and any promotional credits or incentives.
Enrolment Date	The date your Distribution Company activates your site under our account.
Fixed Electricity Rate	A locked price per kWh of electricity for the duration of your term, as shown on your Sign-Up Form.
Fixed Natural Gas Rate	A locked price per GJ of natural gas for the duration of your term, as shown on your Sign-Up Form.
Fixed Rate Product	Any plan where a fixed price applies to some or all of your consumption.
Green Electricity Price	An optional add-on rate for electricity sourced from renewable generation, as specified on your Sign-Up Form.
High Use Electricity Site	A site consuming, or expected to consume, more than 250,000 kWh per year, or designated high-volume by the Distribution Company.
High Use Natural Gas Site	A site consuming, or expected to consume, more than 2,500 GJ per year, or designated high-volume by the Distribution Company.
HUF Data	Your historical energy usage on file with the Distribution Company, used to estimate future consumption.
Initial Term	If you select a fixed-term plan, the term length stated on your Sign-Up Form (for example, 1 or 2 years), measured from the last day of the month before your sign-up date. If your Sign-Up Form does not specify a fixed term, your plan is our variable plan with a 12 month Initial Term, as described in Section 4.1.
Late Payment Charge	Interest of 1.5% per month (19.56% annually) on amounts that remain unpaid after the due date, as described in Section 5.4.
Pre-Solar Rate	A fixed rate per kWh available before your micro-generation unit is energized, if you have given us a signed installation agreement for a micro-generation unit at your Site, from any solar contractor. The Pre-Solar Rate is the same as our 1 year SunWise LO Rate in effect when you enrol, and it is shown on your Sign-Up Form. Section 6.4 explains how it works.
Product End Date	The end date for a specific rate plan tied to a specific Site ID.
Product Start Date	The start date for a specific rate plan tied to a specific Site ID.
Renewal Term	Any period after the Initial Term where this Agreement continues, per Section 8.3.
Retail Fee	A per-unit service fee included in your variable or fixed rate, as listed on your Sign-Up Form.
Sign-Up Form	The form you completed when you enrolled for our service.
Site(s)	The address(es) listed in your Energy Plan Confirmation where we supply energy.
Site ID	The 13-digit number your Distribution Company uses to identify your specific service address.
Start Date	The first date you receive energy from us under this Agreement.
SunWise HI Rate	The rate per kWh that applies to your site in any Billing Period where your solar production exceeds your consumption. Your SunWise HI Rate is the higher of (a) the

	SunWise HI Rate shown on your Sign-Up Form and (b) our current HI rate posted on the FLUX Energy website at the time of billing.
SunWise LO Rate	The rate per kWh that applies to your site in any Billing Period where your consumption exceeds your production. Your SunWise LO Rate is set from our posted SunWise LO Rate when you enrol or renew, and it is fixed for your term, as shown on your Sign-Up Form.
Supplier	The wholesale energy supplier we use to purchase electricity or natural gas on your behalf.
Supplier Charge	Costs passed through from our Supplier for arranging your energy supply, including prudential costs, line losses, UFE, UFG, and similar items.
Taxes	Any federal, provincial, or regulatory taxes, levies, or surcharges that apply to your energy supply.
Term	The full duration of this Agreement, including the Initial Term and any Renewal Terms.
Third Party Charges	Costs charged to us by third parties that we pass through to you, including Distribution Company fees, franchise fees, tariffs, local access fees, transportation, transmission and distribution charges, rate riders, AESO settlement charges, line loss charges, UFG/UFE charges, delivery charges, and taxes.
UFE	Unaccounted-for energy that is charged to us by the AESO.
UFG	Unaccounted-for gas and distribution losses that we must pay for to supply you with natural gas.

3. Who Can Sign Up

3.1 You

To sign up and stay enrolled, you need to:

- Have the legal authority to enter into this Agreement
- Give us your full legal name, if you're a corporation or other entity, stay in good standing in the jurisdiction where you're incorporated
- Confirm we didn't ask you to break a contract with anyone else to sign up with us
- Meet our credit standards and keep meeting them throughout the Term
- Give us financial or credit information if we reasonably ask for it
- Pay a deposit within 7 days if we request one under Section 4.7

3.2 Your Site

We can only supply energy to sites that, throughout the entire Term:

- Are in Alberta
- Are connected to a Distribution Company's network
- Aren't being used for anything illegal
- For electricity: aren't in a territory of a self-operating Rural Electrification Association that is not open to retail or the City of Medicine Hat, and aren't a High Use Electricity Site
- For natural gas: aren't in a territory of a Rural Natural Gas Co-Op or a municipally-owned gas utility, and aren't a High Use Natural Gas Site

3.3 Credit Check

When you sign up, you authorize us to run a soft credit inquiry on the person or entity named in the Sign-Up Form. It won't affect your credit score. If your creditworthiness drops below our standards at any point during the Term, we may cancel this Agreement. You're authorizing us to check again at any time while the Agreement is active.

3.4 Acting on Your Behalf

By signing up, you're appointing Flux Energy as your limited agent to handle things related to your energy supply. That includes:

- Communicating with the Distribution Company and other third parties on your behalf
- Requesting your historical usage data (HUF Data) under AUC Rule 010
- Obtaining account and billing information from any previous energy retailer or supplier

We only act as your agent for things directly tied to this Agreement. We're not your financial advisor, the plan you choose is your call.

3.5 Our Discretion

We can choose not to enrol a site or a customer, even one that meets all the criteria above. Enrolment isn't confirmed until you receive your Energy Plan Confirmation. We also reserve the right, at our discretion, to enrol certain customers or sites that don't meet standard eligibility criteria.

4. Your Rate & Charges

4.1 What You'll Pay

Your rate is shown on your Sign-Up Form and confirmed in your Energy Plan Confirmation. The rate field on your Sign-Up Form must be completed by Flux Energy before you sign or accept this Agreement; this Agreement is not valid unless the rate (or rate formula reference) is completed in writing on the Sign-Up Form prior to your acceptance. Your rate covers the cost of energy plus applicable fees. On top of your Energy Charge, your bill will include any Administration Charges, Third Party Charges, Supplier Charges, Taxes, and other applicable fees described in this Agreement, all itemized on your bill. For variable plans, the rate is calculated using the formulas in Appendix A.

Unless your Sign-Up Form states otherwise, your plan is our variable plan for that commodity, which continues in 12 month periods as described in Section 8.3. A 12 month period sets when we will next write to you about your plan. It is not a commitment: there is no exit fee, and you can cancel or change plans at any time on 10 business days' notice, without cost or penalty. If a fixed-term plan is available and you select it, that term will be specified on your Sign-Up Form.

4.2 Variable Rates

Our Variable Electricity Rate (VEP) and Variable Natural Gas Rate (VNG) move with the wholesale market. They reflect the real cost of buying energy, including load shape, line losses, unaccounted-for energy, AESO trading charges, and other direct supply costs. The formulas are in Appendix A.

Variable plans are flexible: cancel anytime with 10 business days' written notice and no exit fee.

4.3 Fixed Electricity Rate

A fixed electricity plan locks your rate for the full term. Your monthly electricity cost is a single component:

- Fixed Price Energy Charge (FPEC): all your consumption, priced at your special rate

4.4 Fixed Natural Gas Rate

A fixed natural gas plan locks your rate for the full term. Your monthly natural gas cost is a single component:

- Natural Gas Fixed Charge (NGFC): your Fixed Natural Gas Rate multiplied by the natural gas you use in the Billing Period, in GJ

4.5 High Use Sites

Standard plans are designed for typical residential and small commercial use. If your site turns out to be, or looks likely to become, a High Use site, we have a few options: switch you to a High Use rate immediately, apply a monthly adjustment to cover the added cost, keep you on your current rate, or end the Agreement with proper notice. We'll use our judgment on what makes sense.

4.6 When Supply Starts

We'll start supply on the date your site is enrolled by the Distribution Company. That typically happens within 30 days of this Agreement starting, but the actual date depends on your chosen Start Date and how quickly the Distribution Company processes the enrolment. Before we can activate your account, you need to give us accurate site address(es) or Site ID(s) and authorize us to request usage and billing data from your previous retailer or the Distribution Company. If you give us a wrong address, you're on the hook for supply costs to that site until we catch and fix the error. We will not notify your Distribution Company that we are your retailer, and will not enrol your site in the load settlement process, until your 10-day cooling-off period has expired and you have not cancelled.

4.7 Deposit

We may ask for a security deposit at the time you enter into this Agreement only if you have no credit history, if in our reasonable opinion you have a poor credit rating, or if your previous supply of electricity or gas was cancelled for non-payment. For variable rate plans the deposit will not exceed two times your average monthly bill.

Where you use the energy primarily for household purposes, the following also apply: the deposit will not exceed 30% of your estimated yearly electricity bill and 30% of your estimated yearly gas bill; if you cancel this Agreement under this Agreement or under Alberta law, we will refund the entire deposit within 15 days of the cancellation, whether or not any energy was supplied; and once you have made all required payments for one year from the date you entered into this Agreement, we will refund the entire deposit within 15 days of your last payment for that year.

Your deposit earns 0.5% simple interest per year. After 12 consecutive months of on-time payments, we'll credit it back to your account. When your account closes, any remaining deposit plus interest is refunded to you by Interac e-transfer. If you miss a payment, we may apply the deposit to the outstanding balance and de-enrol your site.

4.8 Fees

Paper bill: $5.00/month. Payment arrangement: $3.00/month. Credit card processing: 2.4% per transaction.

5. Billing & Payment

5.1 Your Monthly Bill

We'll email your bill each month, timed to your Distribution Company's meter read cycle. The due date is on every bill, it can vary from month to month. You're responsible for paying your bill in full whether or not you receive it. That includes situations where an email bounces, mail doesn't arrive, or we have outdated contact info on file. Keep your details current, it's on you if we can't reach you.

We bill based on actual or estimated consumption data from the Distribution Company. When estimates get true-up'd to actuals, your bill will reflect the adjustment.

5.2 How We Collect Payment

Payment comes out automatically by pre-authorized debit (PAD) or pre-authorized credit card (PACC) on the due date shown on your bill, usually 7 days after we issue it. By agreeing to this contract, you're also agreeing to these payment terms. Full payment terms are in Appendix B.

If you pay by credit card, a 2.4% processing fee is added and will show up on a future bill.

5.3 After the Term

Even after this Agreement ends, you're responsible for any bills we issue for energy you consumed during the Term, including final reconciliation charges or Distribution Company adjustments that come in late.

5.4 Late Payments

If we don't receive full payment by the due date, we may charge interest on the unpaid amount from the day after the due date, at 1.5% per month (19.56% per year), compounded monthly, until we're paid in full. If a payment bounces, for any reason, there's a minimum $30.00 returned payment fee, or more if our bank charges us more. You're also on the hook for any legal or collection costs we incur chasing the debt. Consistent non-payment is grounds for cancellation.

5.5 Disputing a Charge

If something on your bill doesn't look right, let us know as soon as possible, and no later than 30 days after you received the bill. Your bill is still due in full while we look into it. It's your responsibility to check each bill against your Energy Plan Confirmation to make sure the rate and Site ID are correct.

If your account closes with a credit of $5.00 or more, we'll refund it by Interac e-transfer on request. Credits under $5.00 aren't refunded.

6. Special Plans & Programs

6.1 SunWise™

SunWise is our solar-specific rate plan, built around Alberta's Micro-Generation Regulation (Alta. Reg. 27/2008). If there's ever a conflict between what's written here and the Regulation, the Regulation wins. To qualify, your site needs to:

- Generate electricity from a micro-generation unit with a total nameplate capacity under 150 kW
- Be net-billed using a bi-directional cumulative meter, not an interval meter
- Be recognized as a Small Micro-Generator in your Distribution Company's records

How your SunWise rates work. Each Billing Period settles at one rate, set by your net position as measured by your Distribution Company. If you produced more than you consumed, the SunWise HI Rate applies to that period. If you

consumed more than you produced, the SunWise LO Rate applies. This switches automatically, so there is nothing to opt into or out of by season. Consistent with the Micro-Generation Regulation, whichever rate applies in a Billing Period applies equally to the energy you consume and the energy you export in that period. Your rates are shown on your Sign-Up Form and confirmed in your Energy Plan Confirmation.

How long your SunWise rates last. Your SunWise rates are offered for as long as the Electric Utilities Act (Alberta) and the Micro-Generation Regulation continue to permit your site to be credited for the electricity it exports, and continue to compensate retailers for those credits, on the basis in effect when you enrolled. If either basis changes, we will give you notice and move your site to our Variable Electricity Rate (VEP), described in Section 4.2 and Appendix A. Any other change to your SunWise rates follows Section 8.1, including your right to cancel without penalty if a change materially and adversely affects you. An increase to your SunWise HI Rate under "Your SunWise term" below is part of how the plan works and is not a change under Section 8.1.

Your SunWise term. SunWise is available on a 1 year, 2 year, or 3 year term, shown on your Sign-Up Form. Your SunWise LO Rate is fixed for the length of your term. Your SunWise HI Rate is protected for the length of your term: it will never go below the rate shown on your Sign-Up Form. If the HI rate posted on the FLUX Energy website goes up during your term, your SunWise HI Rate goes up with it automatically, on every bill we issue on or after the date the higher rate is posted. There is nothing you need to do, and we will confirm the new rate on your bill. Because the SunWise HI Rate only applies in Billing Periods where you produce more than you consume, a higher SunWise HI Rate means a larger energy credit for that period. SunWise has no exit fee, so you can leave at any time on 10 business days' notice, without cost or penalty. Section 8.3 explains what happens when your term ends.

Is SunWise right for your site? SunWise is designed for sites that export electricity. The SunWise LO Rate applies in any Billing Period where you consume more than you produce, so a site that never produces more than it consumes would sit at the SunWise LO Rate year round and would never reach the SunWise HI Rate. If that describes your site, one of our standard variable or fixed plans is usually a better fit. We may decline to offer SunWise for a site that does not qualify, or that we determine is not suited to the plan. If we do, we will tell you before you enrol and offer you another plan you are eligible for.

Important: You must tell us right away if your site stops qualifying for SunWise™, for example if your system reaches 150 kW or more, you switch to an interval meter, or your Distribution Company stops recognizing your site as a Small Micro-Generator. Interval meters aren't permitted on this plan. If your site does not qualify or stops qualifying, we may adjust past invoices for any period when it did not qualify, and we will give you notice and move your site to our Variable Electricity Rate (VEP), described in Section 4.2 and Appendix A. Losing eligibility, or a change described under "How long your SunWise rates last" above, are the only reasons we will move you off SunWise™ during your term.

Billing is based entirely on meter readings from your Distribution Company. We don't accept third-party or independent readings. Flux Energy isn't responsible for any issues with your solar installation, its performance, how readings are delivered, or any hardware or software involved in exporting or importing electricity.

6.2 KARMA™ Referral Program

KARMA is our promotional referral program. It is not a rate plan, and joining it does not change your rate, your plan, or your term. Refer a friend and you both benefit, here's how it works:

- You must be an active Flux customer to refer. Your own plan can be electricity, natural gas, or both. Sign up first, refer second.
- Your referral must be a new Flux customer, not a former or existing one.
- Your referral must enrol on a bundled electricity and natural gas plan.

- Your referral credit activates as soon as your friend's account is set up with Flux. Credits start with the first bill, there is no waiting for a payment.
- The $50 referral credit is applied as $10/month over 5 consecutive bills, credited automatically against any Flux charge, electricity, natural gas, or bundled.
- No referral cap. No expiry on earned credits.
- Flux may close or adjust the KARMA program with 30 days' notice. Any credits already earned will always be honoured.

KARMA credits are applied to your bill in instalments while your Agreement is active. If you leave Flux before the full KARMA credit has been applied, any unapplied instalments are forfeited. KARMA credit also cannot be used to offset any amount you owe when you leave. Forfeiture applies only to your own credits: if the other person in a referral leaves Flux, your remaining instalments continue.

6.3 Promotional Rates & Credits

From time to time we may offer a promotion, incentive, rebate, or account credit, including solar, EV charger, referral, or loyalty offers. Each offer may carry its own terms, which we will give you when you accept it, and the offer details and any credit will be confirmed in your Energy Plan Confirmation. Unless the offer says otherwise, your eligibility for a promotion or credit depends on your continued enrolment, and any unapplied portion is forfeited if your energy supply is cancelled before the credit is fully applied. A promotion or credit does not change the cancellation rights in Section 7.

6.4 Pre-Solar Rate

The Pre-Solar Rate is for customers who have committed to solar but are not generating yet. To qualify, you need to give us a signed installation agreement for a micro-generation unit at your Site, and your Site must not yet be energized as a micro-generator. The installation agreement can be with any solar contractor. It does not have to be with Flux Renewables.

How it works. Your Pre-Solar Rate is a fixed rate, the same as our 1 year SunWise LO Rate in effect when you enrol, as shown on your Sign-Up Form. You are not on SunWise yet, so the SunWise HI Rate does not apply to your Site until it is energized. Your Pre-Solar Rate applies from your Start Date until the earlier of the date your micro-generation unit is energized and recognized by your Distribution Company as a Small Micro-Generator, and 180 days after your Start Date.

When you energize. On the date your Distribution Company recognizes your Site as a Small Micro-Generator, your plan converts automatically to SunWise™ and your SunWise HI Rate and SunWise LO Rate apply from that date. We will confirm your SunWise rates before the change takes effect. Your SunWise term is 1 year, and it starts on the conversion date, not on your Start Date. If you would prefer a 2 year or 3 year SunWise term, email billing@fluxenergy.ca to request the change. Your SunWise LO Rate will then be our posted SunWise LO Rate for that term on the date we confirm the change.

If 180 days pass. If your Site is not energized within 180 days, your plan continues on our variable plan, described in Section 4.2 and Appendix A, and we will give you at least 30 days' notice before that happens. We may extend your Pre-Solar Rate at our discretion, and we will normally do so where the delay is outside your control, for example a permitting, inspection, or Distribution Company interconnection delay. If you would like an extension, contact us before your 180 days are up.

If your solar project does not go ahead. Let us know and we will move you to another Flux plan you are eligible for. You keep the Pre-Solar Rate until that change takes effect. There is no penalty for a project that does not proceed, and as with every Flux plan there is no exit fee, so you can leave at any time on 10 business days' notice, without cost or penalty.

7. Cancellation & Termination

7.1 Cancelling Your Plan

You can cancel this Agreement at any time, just give us at least 10 business days' written notice. If you don't give written notice, we can't be responsible for any extra costs that come from a late de-enrolment. No Flux plan, fixed or variable, has an early exit fee, and this applies to every customer.

7.2 Your Cooling-Off Rights

Alberta law gives you the right to cancel this Agreement without cost or penalty if:

- You cancel within 10 days of us receiving your acknowledged or signed Agreement, no reason needed; or
- There's already a marketing energy agreement in place for the same site, and it won't expire before this one starts.

If you cancel on either ground above, there is no cost or penalty to you. Because supply will not yet have started in these situations, there is nothing owing for energy.

Separately, you also have up to one year to cancel if we don't give you a clear supply start date, we don't start supply within 30 days of what we agreed, or we weren't licensed when you signed up. If you cancel under this one-year right after supply has begun, you still owe us for any energy you actually consumed up to the cancellation date, but no exit fee or penalty applies.

7.3 When We Can Cancel

We can end this Agreement immediately if:

- You don't meet, or stop meeting, the eligibility requirements in Section 3
- You fail to meet any other obligation under this Agreement
- The Distribution Company won't enrol your site or won't list us as your retailer
- You do something that prevents us or the Distribution Company from supplying your site

We can end this Agreement with 30 days' notice if:

- Your site becomes, or looks like it'll become, a High Use site, or gets a daily, time-of-use, or interval meter
- A change in law makes it impossible or uneconomical for us to supply your site

We can also end the Agreement immediately if you're abusive toward any of our team, over the phone, in writing, or in person. You still owe us for energy consumed up to the termination date.

We reserve the right to cancel with proper notice at our discretion.

7.4 What Happens When It Ends

When this Agreement ends for any reason, we'll ask the Distribution Company to de-enrol your site on the earlier of your requested end date or your last Product End Date. Your payment obligations and any other outstanding responsibilities don't disappear when the Agreement ends, they stay in place until they're fully settled.

8. Changes, Moving & Renewal

8.1 Changes We Can Make

We can update these Terms, including our fees, at any time. We'll always give you at least 30 days' notice first, either in your monthly bill, as a bill message, or in a direct email. Changes kick in on the later of your next invoice date or 30 days after we notify you. The current version of these Terms is always at fluxenergy.ca. If a change materially and adversely affects you (for example, an increase in fees, a reduction in your rights, or a change to a fixed-rate

component), you may cancel this Agreement without penalty or exit fee within 30 days of receiving notice of the change.

8.2 If You Move

Moving? Give us at least 10 business days' written notice before you go. If you're staying in our service area and want to keep Flux Energy, just submit a move request through your online account or call us. If you're moving outside Alberta or somewhere we don't serve, this Agreement ends on your de-enrolment date. Either way, you're responsible for any costs caused by not giving us enough notice, and all outstanding charges need to be settled before we close the account.

8.3 Renewal

Your Agreement doesn't end when a plan term expires, it continues, and your plan rolls forward as described below. At least 60 days before your current plan term ends, we'll send you a written notice that sets out: (a) the date your current term ends, (b) the plan, rate, and term that will apply after that date, and (c) any terms or conditions that are changing. If we aren't changing anything beyond what's in that notice, the rest of these Terms and Conditions continue to apply unchanged.

What happens next is up to you:

- **If you accept the offer in the notice** (in writing, by email, or online), your plan continues on the plan and term we offered. You can still change your mind and cancel without cost or penalty within 10 days of accepting.
- **If you do nothing,** we won't lock you into a new fixed term. Your plan continues automatically for a further 12 months as set out under "How this applies by plan" below, in every case with no exit fee, and you can leave or change plans at any time on 10 business days' notice, without cost or penalty. That 12 month period sets when we will next write to you about your plan. Variable rates are still recalculated each Billing Period under Appendix A. We'll confirm the change on your first bill afterward.
- **If you'd rather leave,** give us written notice at least 10 days before your term ends and your Agreement ends on your expiry date instead of continuing.

How this applies by plan:

- **Expiring variable electricity or natural gas plans:** continue on our variable plan for that commodity for a further 12 months unless you accept a new offer. No exit fee.
- **Expiring fixed electricity or natural gas plans:** continue on our variable plan for that commodity for 12 months unless you choose to lock a new fixed term. We'll always include a fixed-term offer in your notice if one is available. No exit fee.
- **Expiring solar plans (SunWise™):** continue on SunWise for a 12 month period, at the posted SunWise HI Rate and the posted SunWise LO Rate. No exit fee.

8.4 Transferring This Agreement

We can transfer this Agreement to another energy retailer, we'll notify you at least 30 days in advance if that happens. If we transfer this Agreement, you have the right to cancel without penalty or exit fee within 30 days of receiving notice of the transfer. You can't transfer this Agreement to someone else. If we ever default on our obligations to our Supplier, the Supplier may step in and take over this Agreement by notifying you directly, and your payment details will be shared with them at that point; the same 30-day cancellation right applies in that situation.

9. Liability & Unexpected Events

9.1 What We're Responsible For

We arrange your energy supply, we don't control the wires, pipes, or equipment that deliver it. That's your Distribution Company's domain. We're not responsible for outages, power quality, gas pressure, voltage fluctuations, or anything else related to physical delivery. Your relationship with the Distribution Company is governed by their own terms and tariffs.

We're also not liable for:

- Anything caused by a third party, including the Distribution Company
- Things you did or didn't do
- Events outside our reasonable control, natural disasters, severe weather, lightning, grid failures, labour disputes, riots, war, or government actions

We're only on the hook for direct losses caused by something we specifically did wrong.

9.2 Limits on What We Owe

We won't be liable, under any circumstances, for lost revenue, lost profits, lost savings, lost business, or any other indirect, special, or consequential loss, even if we knew those losses were possible. This applies to Flux Energy, our affiliates, and everyone who works for us. It survives the end of this Agreement.

9.3 When Things Are Outside Our Control

If something beyond our reasonable control makes it impossible for us to fulfill our obligations, a natural disaster, a government order, a grid emergency, or anything similar, we're not in breach of this Agreement. We'll do our best to resume service as quickly as possible. Everything else in this Agreement stays in force.

10. Privacy

We collect and use your personal information to manage your account, purchase and arrange your energy supply, run credit assessments, meet our legal obligations, and communicate with you. We may share it with Distribution Companies, our Supplier, and billing service providers, in each case only as needed for billing, collection, or to deliver your energy service, or as required by law. We will not disclose your information to any other third party without your consent unless the information is sufficiently aggregated that you cannot be identified.

We may also share your information with any party we transfer this Agreement to. We won't sell your information or use it for unrelated purposes without your consent or a legal requirement to do so. By signing up, you're consenting to this. Our full Privacy Policy is at fluxenergy.ca.

You're agreeing to receive billing notices, account updates, and marketing communications from us by email and SMS. You can opt out of marketing messages at any time.

11. General

11.1 Staying in Touch

Any notice you need to send us, including a cancellation, must be in writing, either through your online account or by contacting us directly. We'll send you notices through your monthly bill, email, mail, or SMS. Keep your contact details current, we're not responsible for anything that goes wrong because we couldn't reach you.

- Flux Energy Inc. (operating as Flux Energy)
- Mailing address: 1915 Highfield Crescent SE, Calgary, Alberta T2G 5M1

- Telephone: 1-844-572-FLUX (3589)
- Email: hello@fluxenergy.ca
- Website: fluxenergy.ca

11.2 Adding Someone to Your Account

You can authorize one additional person to manage your account, update billing, change rates, add or remove sites. They can't open or close the account in your name. We'll act on their instructions as if they were yours. You can remove them at any time through your online account or by contacting us.

11.3 This Is the Whole Agreement

This document, your enrolment record (online or signed Sign-Up Form), and the Energy Plan Confirmation we issue are the complete Agreement between us. They replace anything we may have discussed or agreed to before. If you later add a second type of energy (say, natural gas after electricity), that's a separate agreement and doesn't replace this one.

11.4 If Something Doesn't Hold Up

If any part of this Agreement turns out to be unenforceable, we'll adjust it as little as possible to make it work. If it can't be fixed, that part gets removed and the rest stays in force.

11.5 No Waiver

If either of us doesn't enforce a right under this Agreement, that doesn't mean we've given it up. Either party can still exercise any right at a later time. Using one remedy doesn't stop either of us from using others.

11.6 Governing Law

This Agreement is governed by Alberta law. If there's ever a dispute, it'll be handled in Alberta courts, both of us agree to that jurisdiction. To the extent enforceable under applicable consumer protection law, you may be considered to have waived the right to be part of any class action against Flux Energy; however, nothing in this Agreement limits any non-waivable rights you have under the Consumer Protection Act (Alberta) or the Class Proceedings Act (Alberta).

Appendix A: Variable Pricing Formulas

These formulas determine how your variable rates are calculated each billing period. Fixed-plan calculations are described in Sections 4.3 and 4.4. All defined terms are as set out in Section 2.

Variable Electricity Rate (VEP)

VEP is the load-weighted flow-through of AESO's hourly wholesale electricity price, plus applicable fees:

```
VEP = Σ[(ECONSh) × (PPh + EMTCh + PSM + ALM + SCE)] / Σ(HCh) + RFE
```

ECONSh = HCh + LLh + UFEh. HC = hourly consumption (as determined by applying the distributor load shape to historical metered usage for each hour in the Billing Period); LL = line losses; UFE = unaccounted-for energy; PP = AESO hourly pool price; EMTC = AESO energy market trading charge; PSM = hourly AESO uplift charge; ALM = hourly AESO adjustment to load on margin; RFE = Retail Fee ($/kWh); SCE = Supplier Charge ($/kWh).

Variable Natural Gas Rate (VNG)

VNG is the volume-weighted flow-through of the AECO daily spot gas price, plus applicable fees:

```
VNG = Σ[(GCONSd + UFGd) × (NGDId + SCG)] / Σ(CONSd) + RFG
```

GCONS = daily gas consumption (GJ) for each day in the Billing Period (as determined by the distributor); NGDI = NGX AB-NIT Line 5A daily price ($/GJ); UFG = unaccounted-for gas; RFG = Retail Fee ($/GJ); SCG = Supplier Charge ($/GJ); CONS = total consumption.

Appendix B: Pre-Authorized Payment Agreement

By giving us your banking details, you're authorizing Flux Energy to withdraw from your bank or credit union account to cover your energy bills and any other amounts owed under this Agreement. This is a personal PAD agreement.

Our Payment Processor

We use one or more third-party payment processors to collect payments. A processor only moves the money: changing one does not change your amount, your due date, or how you pay, so we may add, change, or replace a processor at any time without notice to you.

Your Account Details

We'll debit the account you gave us, provided via email, phone, text, or through your online account. The account details on file with our processor at the time a payment is due are the ones we'll use.

When Payments Come Out

Monthly amounts are debited on the due date shown on your invoice, typically 7 days after we issue it. If your due date falls on a weekend or holiday, it processes the next business day. The exact amount is always shown on your invoice before it's collected.

Pre-Notification Waiver

If you've chosen a specific payment day, or if a payment bounces, you're waiving your right to advance notice before we process or re-attempt that debit.

Non-Sufficient Funds

If a payment bounces, we'll charge an NSF fee and may retry the debit at any point within 30 days, with no additional notice required.

Cancelling Your PAD

You can cancel this PAD authorization at any time with 10 business days' notice, through your online account or by contacting us directly. Cancelling your PAD doesn't cancel your energy Agreement or erase anything you owe us. For more on your PAD rights, visit payments.ca.

Your Responsibilities

Keep enough money in your account to cover each withdrawal, and let us know right away if your banking details change. If a debit doesn't comply with this agreement, you have recourse rights: contact your bank or visit payments.ca.

Credit Card Payments

If you pay by credit card, you authorize us to charge the card you gave us for your energy bills and any other amounts owed under this Agreement, on the same schedule set out above. The credit card processing fee in Section 4.8 applies. You can change or cancel your card authorization at any time with 10 business days' notice, through your online account or by contacting us. Cancelling it doesn't cancel your energy Agreement or erase anything you owe us. The sections above about pre-authorized debit, including your recourse rights under the Payments Canada rules, apply to debits from a bank account and not to credit card payments.

Governing Law

This payment agreement is governed by the laws of Alberta.