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## **APPENDIX L Agency Appointment Agreement**

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**TO: ATCO Electric Ltd. (“the Company”)**

10035-105 Street

Edmonton, Alberta T5J 2V6

I/We \_\_\_\_\_ (“the Retailer or Self-Retailer”) hereby appoint  
\_\_\_\_\_ (“the Agent”) as the Retailer or Self-Retailer’s sole and  
exclusive Agent to:

- (a) request and receive the Retailer’s Customer Usage Information (“Customer Information”) including, without limitation interval, meter data, financial billing data, site configuration data, and site and service information, from the Company on behalf of the Retailer; and
- (b) deal with the Company on behalf of the Retailer with respect to all Distribution Access Services provided by the Company to the Retailer including, but not limited to, metering, meter reading, billing and invoicing for Distribution Access Service at the Self-Retailer’s site;

(Collectively referred to as “Arrangements”)

The Agent agrees to enter into such further agreements with the Company as the Company deems necessary to permit the Company to deal with the Agent on behalf of the Retailer.

The Retailer acknowledges and agrees to be bound by the terms and conditions of any agreement between the Agent and the Company with respect to the Customer Information and/or Distribution Access Service. The Retailer further acknowledges, agrees to, and hereby does, ratify and confirm all actions taken by the Agent on the Self-Retailer’s behalf.

The Agent acknowledges and agrees to act in accordance with the terms and conditions of any agreement between the Retailer and the Company with respect to the Customer Information and/or Distribution Access Services including, but not limited to the Company’s Terms and Conditions for Distribution Access Service and the Company’s Terms and Conditions for Distribution Service Connections, as they are approved by the Alberta Energy and Utilities Board, from time to time (collectively, “Terms and Conditions”).

The Company may rely exclusively upon, and deal exclusively with, the Agent with respect to all Arrangements on the Self-Retailer’s behalf as if the Arrangements had been made by the Self-Retailer.

The Retailer confirms and agrees that:

- (a) the Retailer is responsible for the payment of all amounts pursuant to the Terms and Conditions;
- (b) the Retailer shall make all payments required pursuant to the Terms and Conditions and pursuant to any Arrangements made by the Agent on behalf of the Self-Retailer, when due.

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The Retailer and Agent, jointly and severally covenant to indemnify and save harmless the Company, and its directors, officers, employees, Agents and representatives (“Indemnified Parties”) from any and all damages, costs, expenses (including, but not limited to, attorney fees on a solicitor and own client basis), losses or claims incurred by such Indemnified Parties directly or indirectly resulting or arising from the Company’s reliance upon the Agent’s authority hereunder, and/or from the acts or omissions of the Agent in exercising its authority hereunder.

This Appointment and the Agent’s authority to act hereunder shall be and remain in full force and effect until the Retailer notifies ATCO Electric Ltd. in writing that the Retailer has revoked its appointment of the Agent as its Agent.

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RETAILER NAME

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DATE

Accepted by:

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AGENT

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DATE