



**ELECTRICITY FIXED RATE PRODUCT SHEET
XOOM ENERGY CANADA, ULC**

The company that wants you to enter into this Internet 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.

| Energy Charge (Electricity) | Product | Rate per kWh | Term | Start Date | | | | | | | | | | | | |
|------------------------------------|---|--|----------------|----------------------------|-----------------------|-----------------|----------------|-----------------|-----------------|-----------------|---------------------|---------|---------|----------|----------|----------|
| | Fixed Rate Electricity only | \$0.0000 | 24 Months | Start date to be confirmed | | | | | | | | | | | | |
| Disclosure Chart | Type of Product | Fixed Rate Electricity Product | | | | | | | | | | | | | | |
| | Contract Term | 24 Months | | | | | | | | | | | | | | |
| | Other Key Terms and Questions | Additional terms and conditions are set out in the attached Fixed Rate Terms and Conditions. | | | | | | | | | | | | | | |
| | Do I have a termination fee or any fees associated with terminating service? | Yes. If you cancel this Contract before the end of the Term, you are required to pay the Early Exit Fee of \$100. | | | | | | | | | | | | | | |
| | Can my price change during the Term of the Contract? | Yes. While your flat monthly charge (Site Administration Fee) and Energy Charge (of \$0.00/kWh) is fixed for the term of your contract, your total bill charges can vary monthly due to commodity taxes and fees and Other Charges, which may include all charges assessed and billed by your local utility for electric distribution charges, and for all services your local utility provides, including any other fees or Taxes associated with its services. | | | | | | | | | | | | | | |
| | Is there a Site Administration Fee? | <p>Yes. The flat monthly charge, which will appear on your monthly bill as your Site Administration Fee, will be one of the charges set forth in the chart below. The charge you will be required to pay will be determined according to your annual historical usage, as provided by your local utility. You understand that once your flat monthly charge is determined, you will receive the amount of your flat monthly charge in your Flat Monthly Charge Notification sent by XOOM. You understand that you can cancel your Contract without cost or penalty for any reason by contacting XOOM within ten (10) days after you receive your Flat Monthly Charge Notification.</p> <p>You understand that your flat monthly charge is not your total monthly amount for electricity service. You also understand that any electric service provider selection you make may involve a charge to you for changing your electric service provider.</p> <table border="1"> <thead> <tr> <th>Annual Historic Usage</th> <th>1-5999 kWh</th> <th>6000-10999 kWh</th> <th>11000-15999 kWh</th> <th>16000-20999 kWh</th> <th>21000-24999 kWh</th> </tr> </thead> <tbody> <tr> <td>Flat Monthly Charge</td> <td>\$54.99</td> <td>\$99.99</td> <td>\$149.99</td> <td>\$194.99</td> <td>\$234.99</td> </tr> </tbody> </table> | | | Annual Historic Usage | 1-5999 kWh | 6000-10999 kWh | 11000-15999 kWh | 16000-20999 kWh | 21000-24999 kWh | Flat Monthly Charge | \$54.99 | \$99.99 | \$149.99 | \$194.99 | \$234.99 |
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| | Flat Monthly Charge | \$54.99 | \$99.99 | \$149.99 | \$194.99 | \$234.99 | | | | | | | | | | |
| | Is there a Late Payment Charge? | Yes. The Late Payment Charge is a fee equal to the greater of the rate of 1.5% or the maximum permitted by Law. | | | | | | | | | | | | | | |
| | What other fees may I be charged? | Please refer to the Fixed Rate Terms and Conditions and in particular the Billing, Metering and Payment section for a full listing of non- recurring charges. | | | | | | | | | | | | | | |
| How can I terminate my Contract? | You may cancel your acceptance of this Contract by delivering notice to XOOM by way of mail, fax, e-mail or by personal delivery in the following circumstances (A) without cost or penalty for any reason within ten (10) days after a copy of this Contract, signed by you or acknowledged online, is received by us; (B) without cost or payment of the Early Exit Fee within ten (10) days after you receive a copy of the your Flat Monthly Charge Notification; (C) without cost or penalty within ten (10) days after you receive a copy of this Contract, if you entered into this Contract during a Recorded Call;(D) without penalty within sixty (60) days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call, provided that you will still be required to pay for any Energy consumed while under this Contract with us; (E) without cost or penalty if another marketing contract presently exists for the supply of Energy to your Site (except where the existing marketing contract is to expire on or before the start of this Contract); or (F) without penalty within one (1) year from the date this Contract is entered into if we (i) do not set out in this Contract a specified or ascertainable date on which the supply of Energy is to begin; (ii) do not begin the supply of Energy within thirty (30) days of the specified or ascertainable start date (unless you expressly authorize the late start); or (iii) were not properly licensed by the | | | | | | | | | | | | | | | |



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| | Government of Alberta when we entered into this Contract, provided that you will still be required to pay for any Energy consumed while under this Contract with us. |
| Disclosure Statement to Customer Under the Marketing and Residential Heat Sub-Metering Regulation | <p>Disclosure Statement to Consumer: Please read this statement before you acknowledge it. Before you enter into a marketing contract for the supply of Energy you should understand the following:</p> <ol style="list-style-type: none"> 1. This Contract is not a electricity or gas utility or government rebate program. 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 conditions set out in Section 4 of the Terms and Conditions of this Contract. 4. If you move to another location within Alberta, you will still be responsible to buy Energy under this Contract, as set out in Subsection 4.1 of the Terms and Conditions of this Contract. 5. You may cancel this Contract from the day you acknowledge the contract until 10 days after a copy of the Contract that you acknowledged (by written agreement, online over the internet, or by way of Recorded Call) is received by XOOM. 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. Please refer to Section 4 in the Terms and Conditions of this Contract. <p>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.</p> |
| Customer Information | <p>First Name: {%=FirstName} Last Name: {%=LastName} Primary Phone Number: {%=PrimaryPhone} Alternate Phone Number: {%=AlternatePhone} Email: {%=Email} Billing Address: {%=BillingAddress} Service Address: {%=ServiceAddress} Electricity Site ID: {%=SiteId}</p> |
| <p>This Product Sheet and the attached Terms and Conditions can be opened, printed, saved and emailed from your computer so that you can view and obtain a complete copy of the Contract.</p> <p>You also have the express opportunity to accept or decline this Contract and to correct any errors immediately before choosing to enter into it</p> <p>If you have any questions, please contact us.</p> | |
| <p>By checking the box below, I acknowledge that I have received and read this Contract (including this Product Sheet and the attached Terms and Conditions), I understand their contents and I agree to comply with them. I understand that I am able to cancel this Contract without cost or penalty within 10 days after a copy of this Contract, acknowledged by me, is received by XOOM.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Full Customer Name: {%=Name} Date: {%=Date}</p> | |
| How to Contact Us | <p>XOOM Energy Canada, ULC - License No. 342996</p> <p>804 Carnegie Center, Princeton, NJ 08540 www.xoomenergy.ca Email: customercare@xoomenergy.ca Customer Care: 1-866-999-8483 Hours of Operation: Monday – Friday 8am-11pm Saturday – 9am-7pm (EST) Fax: 704-274-1430</p> |
| Office Use Only: | |