

## TERMS AND CONDITIONS

Purchaser and Bullfrog Power ("Bullfrog") agree as follows:

1. **Green Electricity.** Purchaser agrees to select a method of determining the amount of electricity Purchaser chooses to bullfrogpower at the Premises. The amount Purchaser chooses to bullfrogpower is known as Agreed Monthly Usage. Bullfrog will cause wind and/or low-impact hydro power generators who are EcoLogoM certified, or meet a similar standard or program, as Bullfrog may approve, to generate and inject an amount of green electricity equal to Agreed Monthly Usage.
2. **Environmental Attributes.** On Purchaser's behalf, Bullfrog will retire or cause to be retired all environmental and emissions credits and attributes which Bullfrog receives or over which Bullfrog has control which are associated with such Green Electricity ("Green Electricity Certificates" or "GECs"). The GECs will only be retired and will not be sold or transferred by Bullfrog to any party, so that they may not be used to permit or offset any pollution or emissions. Bullfrog warrants that these GECs represent the general environmental benefits resulting from the generation of renewable low-impact electricity including, depending on the jurisdiction, the displacement of non-renewable fuels, the reduction of air emissions, the reduction of greenhouse gases, the reduction of solid and nuclear wastes and the reduction of impacts on aquatic, riparian and terrestrial ecosystems.
3. **Audit.** Bullfrog will make available calendar-year based statements verifying GEC retirement prepared by a nationally recognized auditing firm.
4. **Agreed Monthly Usage.** Purchaser has agreed to select a method of determining the amount of electricity that Purchaser chooses to bullfrogpower at the Premises, based on the number of employees Purchaser employs at the Premises, and shall be the amount estimated until updated by Purchaser. Purchaser may at any time change the selected method by contacting Bullfrog.
5. **Price.** On a monthly basis, Bullfrog will charge Purchaser for a quantity of GECs equal to the Agreed Monthly Usage. The price for GECs is \$25.00 per megawatt-hour plus applicable taxes. Bullfrog may change the price on 90 days prior notice to Purchaser, provided that Purchaser has the right to terminate the agreement at any time pursuant to paragraph 5 below. Purchaser understands that the price is for the GECs, and is in addition to the cost of conventional electricity provided by Purchaser's electricity provider or electricity retailer.
6. **Invoicing and Payment.** Purchaser agrees to pay Bullfrog within 30 days of invoice. Purchaser agrees that Bullfrog may provide invoices in electronic form by email. All e-mail communications to Purchaser shall be addressed to the e-mail address provided in this agreement, or to such other e-mail address that Purchaser may notify Bullfrog of in writing. Purchaser may also choose to receive paper invoices instead of electronic invoices by notifying Bullfrog in writing.
7. **Term.** This agreement can be terminated at any time upon written notice without penalty by either Purchaser or Bullfrog. Upon termination of this agreement, Purchaser shall cease to use any marks or identifiers associated with Bullfrog, or to continue with any marketing or environmental claims enabled by this agreement.
8. **Marketing.** Both parties may publicly identify the Premises as bullfrogpowered<sup>TM</sup>, and Purchaser as a Bullfrog customer. Purchaser may participate in Bullfrog's marketing programs as currently offered and commensurate with the quantity of GECs purchased. Purchaser may make additional public claims provided that Bullfrog provides consent to such claims, such consent not to be unreasonably withheld or delayed. Usage of Bullfrog identifiers must be consistent with the Bullfrog Power Brand Usage Guide.
9. **Force Majeure.** Bullfrog shall not be held responsible or liable for any failure to perform or delay in the performance of its obligations described in paragraph 1 of this agreement due to a force majeure event such as an act of God, acts of terrorism, vandalism, severe storms, strikes, labour disputes,

change of law or similar circumstances which are unavoidable or beyond Bullfrog's or Purchaser's respective control. Force majeure includes any or all of Bullfrog's suppliers being unable or refusing to generate and inject green electricity or deliver GECs to Bullfrog, losing their certification, or the refusal of any government, board, agency, commission or other authority to issue or extend necessary approvals. During a period of force majeure, Purchaser is relieved of its payment obligations for goods and services that would otherwise have been provided by Bullfrog during that period, but not for goods and services already provided prior to, or actually provided during such period.

10. **General.** Bullfrog may at any time change these terms and conditions upon 90 days prior written notice to Purchaser, and Purchaser has the right to terminate the agreement at any time pursuant to paragraph 5 above. Either party may assign this agreement with the consent of the other party, such consent not to be unreasonably withheld. Except as permitted in paragraph 6, both parties agree to keep the terms of this agreement confidential. Except as amended in writing by both parties, this agreement constitutes the entire agreement between the parties with respect to the Premises, and supersedes all prior agreements, whether written or oral. This agreement is governed by the laws of the Province in which the Premises is located.