

RENEWABLE SUBSCRIPTION SERVICE TERMS

General

Customer owns/rents a dwelling located in Saskatchewan and wishes to procure RECs representing environmental attributes related to the production of Renewable Electricity in Saskatchewan;

SaskPower offers a voluntary REC subscription service (the "Renewable Subscription Service" or "Service") to assist its customers in achieving their own sustainability goals and demonstrating their commitment to reducing greenhouse gas emissions in Saskatchewan, by providing customers with the ability to subscribe for RECs, which RECs will include an entitlement to all environmental attributes associated with the generation of Renewable Electricity;

SaskPower owns, operates and/or has entered into electricity purchase agreements with the developers of, various electricity generation facilities which produce Renewable Electricity for the delivery to the SaskPower grid (each such facility, a "Renewable Facility" and collectively, the "Renewable Facilities"); and

SaskPower and Customer are entering into this Agreement to confirm the terms on which the Customer will subscribe for RECs in connection with Renewable Electricity generated by some or all of the Renewable Facilities from time to time.

1. DEFINITIONS

1.1. Definitions. the following words and terms will have the following meanings:

- (a) "Agreement" means this Renewable Subscription Service Terms between the Parties, including all Schedules, as may be amended from time to time.
- (b) "Business Day" means any day, excluding Saturdays, Sundays and any other days which are statutory holidays in the Province of Saskatchewan.
- (c) "Calendar Year" means the period of 365 days (or 366 days in leap years) starting from the first of January, except that, if the Effective Date is a date other than January 1, the first Calendar Year of the Term shall commence on the Effective Date and shall end on December 31 (and such year shall therefore be pro-rated to reflect only the remaining calendar months in such Calendar Year); for all purposes of this Agreement.
- (d) "Customer" has the meaning set out in the recitals to this Agreement.
- (e) "Customer Property" means those buildings and facilities owned or operated by the Customer within the Province of Saskatchewan and described in the renewable subscription service application form, as such schedule may be revised, replaced or supplemented from time to time, in accordance with Section 8.
- (f) "Early Termination Date" has the meaning given to that term in Section 10.2.
- (g) "Effective Date" shall mean the date the Customer agrees to be bound by the terms of the Service.
- (h) "Environmental Attribute" means, with respect to a Renewable Facility, any positive attribute directly associated with, or that may be derived from, a quantity of Renewable Electricity generated by that Renewable Facility having decreased environmental impacts relative to certain other generation facilities or technologies, and that is capable of being measured, verified or calculated by a certifying authority, which may include:
 - (i) any credit, reduction right, off-set, allowance, allocated pollution right, certificate or other unit resulting from the actual

or assumed reduction, displacement or off-set of greenhouse gas or other emissions as a result of the generation of electricity from the Renewable Facility;

- (i) any credit, reduction right, off-set, allowance, allocated pollution right, certificate or other unit, resulting from the reduction, removal or sequestration of emissions at or from the Renewable Facility; and
- (ii) all revenues, entitlements and benefits arising directly from items (i) or (ii) above,

but excludes: (i) energy, capacity, reliability, or other power attributes of the Renewable Facility; (ii) tax credits or deductions, financial incentives, filed rates, feed-in tariffs, grants or subsidies associated with the construction or operation of, or generation of electricity by, the Renewable Facility or use of particular fuels; (iii) credits, benefits, emissions reductions, offsets, and allowances used for, or required to comply with, applicable laws or requirements in connection with operating the Renewable Facility or other SaskPower generation facilities; and (iv) benefits or proceeds from environmental incentive programs offered by Government Authorities, or benefits or proceeds from social programs, in each case including programs relating to northern or rural development, employment or skills training, or First Nations, that in either case do not require a transfer of the attributes referred to in this definition.

- (j) "Government Authority" means any federal, provincial or local governments or any of their boards or agencies, or any regulatory body.
- (k) "Monthly Allocation" means the amount (in kWhs or MWhs) of RECs from the Renewable Facilities allocated to the Customer in a given month, calculated by the percentage amount specified in the renewable subscription service application form multiplied by the Monthly Load.
- (l) "Monthly Load" means the aggregate amount (in kWhs or MWhs) of electricity supplied by SaskPower and consumed by the Customer Facilities in a given month, as determined by SaskPower's metering equipment located at each of the Customer Facilities.
- (m) "Monthly Tariff Payment" means each monthly payment to be paid by Customer pursuant to this Agreement, which monthly amount will be equal to the Monthly Allocation multiplied by the RSS Tariff.
- (n) "Party" means SaskPower or the Customer, as the case may be, and "Parties" means both of them.
- (o) "Person" means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, limited liability companies, unlimited liability companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.
- (p) "REC" means a renewable energy credit, certificate, allowance, green tag or other transferable indicia, howsoever entitled, representing environmental attributes created by or pursuant to a particular program or certifying authority and associated with the generation of a specified quantity of Renewable Electricity from a Renewable Facility, separate from the Renewable Electricity produced. One REC represents the environmental attributes made available by the generation of 1 MWh of Renewable Electricity.
- (q) "Regulatory Change" means a change in applicable laws or regulatory requirements (including new or revised compliance requirements) or decisions of a court or tribunal with jurisdiction, that results in:
 - (i) a material increase in the costs associated with production and/or delivery of Renewable Electricity or associated RECs; or
 - (ii) a material increase in the market price of RECs.

- (r) "Renewable Electricity" means electricity generated by a Renewable Facility from a Renewable Energy Source.
- (s) "Renewable Energy Source" means an energy resource that occurs naturally and that can be replenished or renewed within a human lifespan, including, but not limited to, (i) moving water, (ii) wind, (iii) heat from the earth, (iv) sunlight, and (v) sustainable biomass.
- (t) "Renewable Facility" has the meaning set out in the recitals to this Agreement.
- (u) "Renewable Subscription Service" has the meaning set out in the recitals to this Agreement.
- (v) "RSS Tariff " means the surcharge amount payable per REC allocated to Customer by SaskPower as part of the Renewable Subscription Service contemplated by this Agreement, being \$15.00/REC, subject to adjustment in accordance with Section 7.1.
- (w) "Term" means the aggregate duration of this Agreement.

1.2. Interpretation. The word "including" or "includes" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar meaning) is used with reference to it.

2. Term and Termination.

2.1. Term. This Agreement will be effective on the Effective Date and will remain in effect unless terminated earlier in accordance with the terms of this Agreement. Articles 1, 10, 12 and 13 will survive termination of this Agreement.

3. Purchase and sale of Electricity and RECs

3.1. Renewable Electricity Generation and Electricity Purchase and Sale. Subject to Article 6, beginning on the Customer's acceptance to the Service by SaskPower, SaskPower will, in each month during the Term, deliver Renewable Electricity from some or all of the Renewable Facilities to the SaskPower grid for purposes of delivering electricity to SaskPower's customers. During the Term, SaskPower shall continue to make available to Customer, electricity from the SaskPower grid, and Customer shall be entitled to purchase electricity from the SaskPower grid, all in accordance with SaskPower's standard electricity terms of service.

3.2. REC Purchase and Sale Obligations. Subject to Article 6, following the Customer's acceptance to the Service by SaskPower, SaskPower will sell to the Customer and the Customer will, in each calendar month, purchase from SaskPower, RECs in an amount equal the Monthly Allocation.

3.3. No Sale of Renewable Electricity. For certainty, nothing in this Agreement shall obligate SaskPower to sell to the Customer any Renewable Electricity and the purchase and sale of RECs contemplated by this Agreement shall be effected through a monthly allocation by SaskPower to the Customer of RECs in an amount equal to the Monthly Allocation and by the retirement by SaskPower of such RECs, on behalf of the Customer. As consideration for the allocation and retirement of RECs hereunder, the Customer shall pay a Monthly Tariff Payment, as reflected as a separate line item from the energy and/or demand charge in Customer's monthly invoice for electricity from SaskPower, all as further contemplated by Article 9. Such payment shall be made in accordance with the terms and conditions applicable to payments made in the normal course under such invoices, as such terms and conditions may be supplemented by this Agreement. In the event of any conflict between the terms and conditions hereof and the terms and conditions applicable to normal course invoices referred to above, the terms of this Agreement shall take precedence.

3.4. Retirement of RECs. RECs to be sold and purchased in accordance with this Agreement will be held and retired by SaskPower, for and on behalf of the Customer, in compliance with applicable certifying program requirements and/or applicable regulatory standards and in accordance with Section 5.1.

3.5. Purchase of Additional Renewable Energy Certificates. SaskPower may, in its sole discretion, purchase renewable energy certificates from electricity generation facilities which produce renewable electricity from a Renewable Energy Source and which are not owned or operated by SaskPower and allocation to Customer of renewable energy certificates related to such renewable electricity shall be deemed to be sufficient delivery of RECs for purposes of this Agreement.

4. REPRESENTATIONS AND WARRANTIES REGARDING RECS

4.1. Representations and Warranties Regarding RECs. SaskPower will be deemed to have represented and warranted to the Customer at the time of purchase and sale of RECs as contemplated by this Agreement that:

- (a) SaskPower has good and marketable title to the RECs;
- (b) SaskPower has not sold the RECs to any other Person;
- (c) the environmental attributes represented by the RECs have not been included in, nor will they be included, in SaskPower's own greenhouse gas emissions targets or other reduction calculations; and
- (d) the Renewable Facilities and associated RECs will meet the certification standards of EcoLogo, Green-e or such other certifying entity as SaskPower may reasonably determine from time to time.

Unless specified above, no representation or warranty regarding the particular requirements for RECs (or associated environmental attributes) will be deemed to have been given. SaskPower makes no claims respecting certification or verification of RECs (or associated environmental attributes) except as set out above.

4.2. No other Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY ATTESTATION, ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY ATTESTATION, SASKPOWER MAKES NO REPRESENTATION THAT (I) THE RECS SOLD AND PURCHASED HEREUNDER WILL MEET ANY PARTICULAR REQUIREMENTS OR WILL HAVE ANY PARTICULAR USE OR VALUE OR WILL BE ELIGIBLE FOR ANY PARTICULAR RENEWABLE PORTFOLIO STANDARD, GREEN PRICING PROGRAM OR GOVERNMENTAL OR VOLUNTARY COMPLIANCE PROGRAM OR WILL OFFSET, AVOID, REDUCE OR OBTAIN CREDIT FOR ANY REDUCTION OF POLLUTANTS OR AIR EMISSIONS CREATED BY THE CUSTOMER'S OR ANY OTHER PERSON'S ELECTRIC GENERATING FACILITIES OR ANY OTHER FACILITIES; OR (II) AS TO WHETHER RENEWABLE ELECTRICITY SUPPLIED HEREUNDER WILL BE GENERATED BY ANY SPECIFIC RENEWABLE FACILITY.

5. RETIREMENT OF RECS

5.1. SaskPower's Actions Regarding Sale and Retirement of RECs. SaskPower will take all administrative actions reasonably required to ensure that ownership of the RECs sold as contemplated by this Agreement is appropriately credited to, and retired on behalf of, the Service.

6. FORCE MAJEURE / UNIT OUTAGES

6.1. The term "Force Majeure Event" means an event or circumstance not within the reasonable control of, and not as a result of the negligence of, the Party invoking Force Majeure, and, subject to the foregoing, includes without limitation:

- (a) natural disasters including, hurricanes, tornados, earthquakes, landslides, floods, washouts, and major storms;
- (b) fires or explosions;
- (c) strikes, lockouts or other labour disturbances;

- (d) civil disturbances, sabotage, war, acts of terror, blockades, insurrections, vandalism and riots;
- (e) epidemics or pandemics, excluding specific legal or regulatory requirements or restrictions which exist as at the date of this Agreement and relate to the existence or management of Covid 19;
- (f) actions or restraints by Government Authorities, or the order of any court or the directive or ruling of any Government Authority or administrative body;
- (g) inability to obtain or delay in obtaining or revocation or amendment of any permit, authorization or approval of any Government Authority required to perform or comply with any obligation under this Agreement, unless the inability, delay, revocation or modification of any such necessary permit, authorization or approval was caused by the breach or violation of the terms thereof or consented to by the Party invoking a Force Majeure Event;

Without limiting the foregoing, a Force Majeure Event may include a Regulatory Change. Lack of funds will not constitute a Force Majeure Event.

- 6.2. Reliance on Force Majeure Event. A Party will not be considered to be in breach of this Agreement to the extent that a failure to perform its obligations under this Agreement (including a failure by SaskPower to satisfy the representations and warranties in Section 4.1 at the time of delivery of RECs under this Agreement) is due to a Force Majeure Event
- 6.3. Notice/Due Diligence to Overcome. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure Event must give prompt notice of such fact and must exercise reasonable diligence in efforts to remove such inability within a reasonable time period, provided that the settlement of strikes, lockouts or blockades shall be wholly within the sole and unfettered discretion of the Party involved. If oral notice is provided, it will be promptly followed by written notice.
- 6.4. Unit Outages. The RECs delivered in accordance with this Agreement are "unit contingent", and, without limitation to any other provisions of this Article 6, SaskPower will be excused from the obligation to deliver RECs in respect of any time when, and to the extent that, one or more of the Renewable Facilities is not operating or is derated for any reason, with the result that aggregate RECs available for allocation and sale to Customer is less than the amount of RECs to be allocated and sold pursuant to Section 3.2. In such circumstances, the number of RECs delivered to the Customer and any other buyer of RECs from the Renewable Facilities pursuant to SaskPower's Renewable Subscription Service will be prorated.
- 6.5. Equipment and Renewable Energy sources. Without limitation to any other provisions of this Article 6, SaskPower will not be considered to be in breach of this Agreement to the extent that a failure to perform its obligations under this Agreement (including a failure to satisfy the representations and warranties in Section 4.1 at the time of delivery of RECs under this Agreement) is due to:
 - (a) impossibility of obtaining transport of major equipment;
 - (b) equipment malfunction or failure at one or more Renewable Facilities or related transmission facilities, whether related to planned maintenance or otherwise, which cannot be overcome by SaskPower, using commercially reasonable efforts, in a sufficiently timely manner as to allow delivery of RECs in accordance with this Agreement; or
 - (c) inability of any Renewable Facility to produce Renewable Electricity to full capacity due to scarcity of any Renewable Energy Source for any period of time.

In the event of such circumstances, SaskPower shall give written notice of such fact to Customer and shall exercise reasonable diligence in efforts to remedy such circumstances within a reasonable time period. If such circumstances prevent SaskPower from performing its obligations under

this Agreement for a period greater than 90 days following delivery of such notice, then either party shall have the right to terminate this Agreement without cost or penalty. For certainty, Customer shall have no right to seek damages or other costs or expenses upon such termination.

7. REGULATORY CHANGE

- 7.1. Regulatory Change. Subject to Section 7.3, and without limitation to any provisions of Article 6, in the event of a Regulatory Change after the Effective Date, the Parties may agree to following the Regulatory Change, adjust the RSS Tariff, which the Parties agree should fairly reflect the impact of the Regulatory Change on the costs associated with the production and/or delivery of Renewable Electricity or associated RECs as contemplated by this Agreement and/or the market value of RECs associated with Renewable Electricity.
- 7.2. Termination Right. If the Parties are unable to agree on the new RSS Tariff within 30 days of both Parties becoming aware of the Regulatory Change, SaskPower may, in its sole discretion, immediately terminate this Agreement upon written notice to the other Party.
- 7.3. Automatic Termination. To the extent that any action taken by a Government Authority or court or tribunal with jurisdiction renders delivery of RECs under this Agreement illegal under applicable laws or regulatory requirements, this Agreement will terminate with immediate effect.

8. Customer Facilities and Material Changes

- 8.1. Material Changes to Customer details will require the Customer to resubmit the renewable subscription service application form. SaskPower may, in its sole discretion, request such additional information as SaskPower may require to assess SaskPower's ability to accommodate the Customer's request and retains the right of refusal to any such request.
- 8.2. Decrease in Monthly Allocation Percentage. At any time during the Term, Customer may provide SaskPower with notice that it wishes to decrease the percentage input for calculation of its Monthly Allocation. SaskPower will then calculate the Monthly Allocation, and allocate RECs to the Customer, in accordance with such decreased amount in their next billing cycle.

9. PAYMENT

- 9.1. SaskPower Statement. After the Customer's acceptance to the Service by SaskPower, SaskPower will include in each of the Customer's normal course monthly electricity invoices, an additional amount payable by the Customer, being the Monthly Tariff Payment, which will be reflected as a separate line item from the energy and/or demand charge otherwise included in such invoice. Following the end of each Calendar Year, SaskPower will review the Monthly Allocations for such Calendar Year made and if the number of RECs delivered by SaskPower is less than the agreed number the Customer shall be credited an amount equal to the deficiency to reconcile with the agreed amount under the Service.
- 9.2. Payment and Interest. The Customer will pay for monthly tariff payments in accordance with the payment terms for its normal course electricity bills. Monthly tariff payments which are not paid by the applicable due date will accrue interest charges, prorated by days from the due date of the payment at the rate of interest, at the same rate as would apply to the Customer's normal course electricity bills.
- 9.3. Disputed Statements. If the Customer in good faith disputes any portion of a statement or calculation delivered as provided in Section 9.1, the Customer will nevertheless pay any monthly tariff payments which are due and payable and will notify SaskPower of the dispute within 10 Business Days of receiving the applicable statement, together with a written explanation of the dispute and the amount in dispute. The Parties will use best efforts to resolve the dispute amicably and promptly.
- 9.4. Taxes and Fees. Each Party will be responsible for any federal, provincial or local taxes, imposed upon it in connection with the sale of RECs under this Agreement. Each Party will be responsible for the payment of any fees, including brokers fees, incurred by it in connection with the sale or retirement of RECs in accordance with this Agreement.

submissions about the dispute to the Mediator and the Parties shall meet together with the Mediator at all times reasonably required to, with the intervention of the Mediator, negotiate in good faith to resolve the dispute. All mediation proceedings instituted under this section are without prejudice and the Parties shall share the cost of the Mediator equally. If the dispute has not been resolved within 45 days after the appointment of the Mediator, then either Party may by notice to the other withdraw from the mediation process and pursue any other means of resolving the dispute as may be available to it, in law or equity.

10. EVENTS OF DEFAULT

10.1. Events of Default. An event of default under this Agreement ("Event of Default") means, with respect to a Party (the "Defaulting Party"), any of the following:

- (a) the failure by the Customer to make, when due, any payment required under Section 9.3 of this Agreement;
- (b) the unexcused material and continuous failure of SaskPower to retire RECs required to be retired under this Agreement; or
- (c) any other material default under this Agreement,

provided that, such circumstances shall not become an Event of Default unless and until the non-defaulting Party has delivered notice in writing of such circumstances to the Defaulting Party and the Defaulting Party has failed to remedy such circumstances within 15 Business Days following such notice (or where such circumstances cannot be remedied within such time period, the Defaulting Party has failed to commence to remedy and to continue to use diligent efforts to fully remedy such circumstances).

10.2. Remedies. If an Event of Default occurs and is continuing, the non-defaulting Party may, in its sole discretion, upon no less than 20 days' notice to the Defaulting Party terminate this Agreement (the effective date of such notice being the "Early Termination Date"). On the Early Termination Date, all obligations under this Agreement which would have been performed or completed after the Early Termination Date will be terminated, except as provided below.

10.3. Early Termination Date. Any amounts owing but unpaid in respect of RECs retired prior to the Early Termination Date will remain amounts owing under SaskPower's normal course invoices for electricity.

11. ADDITIONAL TERMINATION RIGHTS

11.1. Early Termination by SaskPower. In addition to any other right to terminate this Agreement expressly set out in any other provision of this Agreement, and in addition to all other rights and remedies SaskPower may have under this Agreement, or at law or in equity, SaskPower may terminate this Agreement, by notice to the Customer, if SaskPower determines, acting reasonably, that in order for SaskPower to meet its own obligations under Applicable Laws it requires, for its own use, the environmental attributes that would otherwise be allocated to the Customer by sale of RECs in accordance with this Agreement.

11.2. Termination for Convenience. SaskPower may terminate this Agreement in its entirety without cause at its sole discretion upon notice to the Customer.

11.3. Termination Upon Change of Law. Without limitation to Section 11.1, and in addition to all other rights and remedies of the Parties under this Agreement, or at law or in equity, either Party may terminate this Agreement, by notice to the other Party, if it determines, acting reasonably, that as a result of a change in Applicable Laws or governmental policy, compliance with this Agreement will result in a failure of such Party to comply with Applicable Laws.

12. DISPUTE RESOLUTION

12.1. Reasonable Efforts and Mediation. The Parties shall make all reasonable efforts to resolve all disputes arising under or relating to this Agreement by negotiation and shall provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate the negotiations. At any time during such negotiations, either Party may call for the appointment of a mediator by giving notice to the other Party, and then the Parties shall, within 20 days of the notice, jointly nominate a mediator (the "Mediator"). However, if a Party does not agree to appoint a Mediator or the Parties do not agree on the identity of a Mediator, then either Party may reject or terminate (as applicable) the mediation process by giving notice to the other Party. If a Mediator is appointed, each Party shall give written

12.2. Mitigation. A Party will use reasonable efforts to minimize any damages that may arise as a result of the other Party's breach or default under this Agreement.

12.3. No Punitive Damages. No Party will be required to pay special, exemplary, punitive, incidental, consequential or indirect damages (whether or not arising from a Party's negligence) to the other Party, except to the extent that the payments required to be made pursuant to this Agreement are deemed to be such damages.

13. MISCELLANEOUS

13.1. Currency. All dollar amounts referred to in this Agreement are in Canadian currency.

13.2. Governing Law. This Agreement will, in all respects, including all matters of construction, validity and performance, be governed by and construed and enforced in accordance with the laws of Saskatchewan and the laws of the Customer applicable therein.

13.3. Assignment. No Party will transfer or assign this Agreement or any part hereof without the prior written consent of the other Party, not to be unreasonably withheld.

13.4. Severability. If any term of this Agreement, or the application thereof, is held invalid as to any person, entity or circumstance by any Government Authority or court of competent jurisdiction, then such term will remain in effect to the maximum extent permitted by law, and all other terms of this Agreement and their application will not be affected thereby but will remain in effect unless a Government Authority or court of competent jurisdiction determines that such provision is not severable from all other provisions of this Agreement.

13.5. Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, will be in writing and will be deemed properly served, given or made and will become effective when delivered in person or by courier, or if delivered by email, on the next Business Day after the day on which it was emailed, to:

the Customer at the address specified in their application

SaskPower at customergeneration@saskpower.com

Any Party may, by written notice to the other, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement.

13.6. Confidentiality. The terms and conditions of this Agreement and any information exchanged between the Parties pursuant to this Agreement will be kept confidential by each Party and not disclosed to any other party, except:

(a) a Party may disclose such confidential information

(i) to its directors, officers and employees, and to such advisors who need to know such information and agree to treat it confidentially;

(ii) to the extent required to comply with applicable laws or legal processes;

- (iii) to the extent required to be disclosed in order for the Customer to obtain the benefit of the RECs purchased hereunder; and
 - (iv) to the extent required in any proceeding to enforce any obligation under this Agreement;
- (b) to the extent required pursuant to The Freedom of Information and Protection of Privacy Act (Saskatchewan) or the Access to Information Act (Canada); SaskPower may disclose confidential information:
- (i) to its affiliates, including Northpoint Energy Solutions Inc.;
 - (ii) to the extent required for the purposes of publishing its annual payee disclosure report as required by the Crown Investments Corporation of Saskatchewan (or its successor);
 - (iii) to the extent otherwise directed by the Crown Investments Corporation of Saskatchewan (or its successor);
 - (iv) to the extent required pursuant to The Freedom of Information and Protection of Privacy Act (Saskatchewan);
 - (v) to any ministers, deputy ministers, servants, committees, advisory bodies or employees of the Province of Saskatchewan or of the Customer, including the Saskatchewan Provincial Auditor under The Provincial Auditor Act (Saskatchewan) and the Saskatchewan Rate Review Panel, in either case to the extent that SaskPower considers disclosure is necessary or desirable for any purpose;
 - (vi) in any regulatory proceeding to the extent SaskPower considers disclosure is necessary or desirable to support its position in such proceeding, or in connection with any other regulatory filing or reporting that may be required; or
 - (vii) to reliability organizations, reliability coordinators, balancing authorities, transmission operators or others to the extent that SaskPower considers disclosure is necessary or desirable, provided each of them is advised of the confidential nature of the information.

electronic means, each of which will be deemed an original, and all of which, taken together, will constitute one and the same instrument.

13.10. Representations and Warranties. Each Party represents and warrants to and covenants with the other that:

- (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;
- (b) this Agreement has been or upon execution and delivery will have been duly authorized by all necessary corporate and other action;
- (c) this Agreement is a legally valid obligation of the Party, enforceable in accordance with its terms, subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or in law;
- (d) it is acting for its own account and is sophisticated, experienced and knowledgeable regarding the electricity industry and financial matters, is able to evaluate the risks and merits of the transactions contemplated by this Agreement and is not relying in any manner on the other Party for advice or analysis regarding the risks or merits of any of the transactions contemplated by this Agreement;
- (e) neither Party is a fiduciary of the other; and
- (f) that the information provided in relation to the Service is accurate.

The Parties are entitled to all remedies available at law or in equity to enforce or seek relief in connection with this Section 13.6. For greater certainty, either Party will be entitled to disclose the existence of this Agreement, provided that the terms of the Agreement will be treated as confidential information and subject to the restrictions above on its disclosure.

13.7. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of the Parties, and no other person shall be a direct or indirect legal beneficiary of, or have any cause of action or claim in connection with this Agreement.

13.8. Waivers. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement will be waived except in writing signed by the waiving Party. Any waiver at any time by a Party of its rights with respect to a default under this Agreement, or any other matter arising in connection with this Agreement, will not be deemed a waiver with respect to any other default or matter.

13.9. Execution in Counterparts. This Agreement may be executed in any number of counterparts including counterparts transmitted by email or other