

Appendix E

To: Direct Energy Marketing Limited (the "Agent")

I agree to participate in the TrueRate® Price Protection Program and hereby appoint the Agent as my sole and exclusive agent and supplier for all purposes relating to arranging natural gas supply and transportation (including volume balancing, purchasing and billing) from any source on my behalf for 5 years from the date that deliveries of natural gas commence under this agreement which is expected to occur within 90 days from the date the application is executed. The price I pay the Agent for my natural gas delivered to the Alberta/Saskatchewan border will be 5 year fixed price at 25.6 cents/m³ plus approx 3.3 cents for admin and fuel charges on Direct Energy's True Rate Plan. The Utility is entitled to rely on any document executed by the Agent in connection with this agreement as though such document had been executed by me. Provided that I receive an advance written notice of the renewal no more than 120 days before the date of renewal, and I have at least 30 days from the receipt of such notice and prior to the date of renewal to cancel the renewal, the Agent has the right to renew this contract for successive 5 year terms on the same terms, or for successive 1 year terms on changed terms.

My monthly bill will reflect the utility's charges for distribution, meter reading and other services, and the Agent's charge for gas, transportation and applicable charges for billing and all services related to the Agent's supply of gas. The Agent has the right to change to a different billing system whereby the Agent, rather than the Utility, bills me for all costs of delivering gas to me, provided that I incur no additional costs as a result of such a change. In the event of non-payment by me, the Agent has the right to terminate this agreement.

The Agent will not disclose any information pertaining to this agreement to a third party except where such information is required to be disclosed. No authorization given to a Utility for the disclosure of information concerning me to any person other than the Agent or me will be effective unless accompanied by the written consent of the Agent. I authorize the Agent to receive gas consumption and other data with respect to my account from the Utility.

I acknowledge that the TrueRate® Program Protection Program is being offered by the Agent, who is not a regulated distributor. This agreement may be assigned by the Agent to another licensed marketer.

I may cancel this agreement, without penalty or obligation, within 10 days from the Enrollment Date by personally delivering, or mailing by registered mail, or by facsimile transmission a written notice of cancellation to the Agent at 25 Sheppard Avenue West, Suite 1400, Toronto, M2N 6S6, Attention: Supervisor, Contract Administration, facsimile number 416-221-4948 or toll free 1-877-259-3513. Any inquiry or complaint I may have concerning this agreement can be communicated to the Agent in the foregoing manner or by telephoning 416-221-9710 or toll free 1-800-348-2999 or, if the applicant is unable to resolve the applicant's complaint with the Wholesaler, the applicant can telephone the

Ontario Energy Board (OEB) at 416-314-2455 or toll free at 1-877-632-2727 and request that the OEB inform the Applicant of the applicable dispute resolution process.