

APPENDIX 2 – POOL PARTICIPANT AGREEMENT

**Alberta Electric System Operator  
Pool Participant Agreement**

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between:

\_\_\_\_\_, having an office at  
(full legal name of pool participant)

\_\_\_\_\_  
(address)

(the "participant")

- and -

The Independent System Operator, operating under the registered trade name Alberta Electric System Operator.

(the "ISO")

**Whereas:**

The participant wishes to participate in the power pool or provide ancillary services on terms which conform to the ISO rules which may be modified from time to time and are otherwise in conformity with the Act.

**Article 1  
Interpretation**

**1.1 Definitions**

- a. Terms and expressions defined in the Act or in the rules shall have those meanings when used herein.
- b. "rules" shall mean the ISO rules established pursuant to the Act, as the same may be amended from time to time as contemplated by rule G5 of the ISO rules, together with such schedules thereto and any other ancillary operating codes or specifications which may be adopted by the **ISO** from time to time as part of the ISO rules.

**Article 2**  
**Agreement to be Bound by ISO rules**

**2.1 Covenants of the Participant**

The participant agrees that:

- a. the ISO rules constitute the authorized code of rules governing the operation of the power pool and system control, including rules in respect of membership criteria, bidding, settlement, prudential requirements for participants, information reporting requirements, confidentiality restrictions and ancillary services;
- b. it will abide by, and will perform all of its obligations under the ISO rules in respect of all matters set forth therein including, without limitation, all matters relating to exchanges of electric energy by it through the power pool, ongoing obligations in respect of bidding and financial settlement of any adjustments in respect thereof and all ongoing obligations including those relating to prudential requirements, confidentiality and dispute resolution; and
- c. its status as participant is at all times subject to the ISO rules, and, in particular, that its participation in the power pool or other ISO market may be terminated in accordance with the ISO rules.

**2.2 Acknowledgment re Limitation of Liability**

The participant acknowledges and accepts the limitation of liability of the ISO board, the ISO, pool participants in the power pool and other persons as set forth in the ISO rules.

**2.3 No Waiver or Abrogation of Remedies**

Nothing in Section 2.1 or Section 2.2 shall constitute a waiver by the participant of or an abrogation of any right or remedy available to the participant at law or in equity to see such changes to the ISO rules or any other determination in respect of the just and reasonable operation of the ISO.

**Article 3**  
**Term**

**3.1 Term**

This Agreement shall commence on the date the participant is registered as a participant in the ISO and shall terminate on December 31 of the same year in which the participant was so registered. Thereafter, unless terminated in accordance with the ISO rules, this Agreement is renewable for succeeding terms of one calendar year each in accordance with the renewal provisions of the ISO rules and upon payment of such annual or other fees as may be required there in.

**Article 4**  
**General**

**4.1 No Assignment; Successors**

This Agreement shall not be assignable by the participant. This Agreement may enure to the benefit of and be binding on the successors at law of the participant through amalgamation or reorganization (if the participant is a corporation), provided that the ISO reserves the right to approve or reject any successor as a participant for purposes of this Agreement in accordance with the eligibility requirements for participants set forth in the ISO rules.

**4.2 Partial Invalidity**

If any provision of this Agreement, or the application of such provision to any persons, circumstance or transaction, shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances or transactions, shall not be affected thereby.

**4.3 Further Assurances**

The parties shall execute and deliver all documents, provide all information and take or refrain from taking all actions necessary or appropriate to achieve the purposes hereof, and shall do all such things as may be required from time to time by the ISO or the ISO rules.

**4.4 Representations and Warranties**

The participant represents and warrants as follows:

- a. the statements made by the participant in the participant application registration form submitted by it to the ISO are true and correct; and
- b. the participant has all requisite power, authority and capacity and has received all necessary authorizations enabling it to execute and deliver this Agreement and the pool participant application registration form to perform all obligations required of it by the ISO rules.

4.3 All notices, communications, requests or other statements (collectively "Notices") given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or sent by facsimile to the number shown opposite its signature below. Any such Notice shall be effective on the date delivered or sent, as the case may be, unless delivered or sent other than on a business day or after 5:00 p.m. at the place of delivery or receipt in which case it shall be effective on the next business day.

Notice Address:

•

Attn.: •

Fax: •

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

• (Pool Participant)

Per:

\_\_\_\_\_

Name and Office Held (Print)

Per:

\_\_\_\_\_

Name and Office Held (Print)

The Independent System Operator, operating  
registered trade name Alberta Electric System

under the  
Operator.

Attn.: • Account Manager

Per:

\_\_\_\_\_

Fax: • (403) 543-0388