Direct Energy Regulated Services,
Direct Energy Partnership, and
XOOM Energy Canada, ULC

Compliance Plan to the *Code of Conduct Regulation*

January 9, 2024

Direct Energy Regulated Services, Direct Energy Partnership, and XOOM Energy Canada, ULC
***Code of Conduct Regulation* Compliance Plan**

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Direct Energy Regulated Services, Direct Energy Partnership, and XOOM Energy Canada, ULC
Code of Conduct Regulation Compliance Plan

Purpose

The *Code of Conduct Regulation* ("**Regulation**") applies to businesses that provide Regulated Energy Services and have an Affiliated Provider that offers Retail Energy Services. The purpose of this *Code of Conduct Regulation* Compliance Plan ("**Compliance Plan**") is to establish the systems, policies and mechanisms that Direct Energy Regulated Services ("**DERS**"), Direct Energy Partnership ("**DEP**") and XOOM Energy Canada, ULC ("**XOOM**") will use to ensure compliance with the Regulation by their officers, directors, employees, contractors and agents whose duties, or access to information, can reasonably be expected to be subject to the Regulation or the Compliance Plan.

Company Entities

DERS is a business unit of Direct Energy Marketing Limited ("**DEML**") and a Regulated Rate Supplier appointed by ATCO Gas & Pipelines Ltd. and ATCO Electric Ltd. to perform certain regulated retail functions, with approval from the Alberta Utilities Commission ("**AUC**"). DERS is also a Regulated Rate Supplier in any Rural Electrification Association ("**REA**") service territory in which the Board of Directors of the REA has so appointed DERS.

DEP is a business unit of DEML that provides Retail Energy Services to Alberta Customers. DEP operates through the 'Direct Energy' brand name. DEP is a partnership between DEML and Direct Energy Holdings (Alberta) Inc., with DEML being the managing partner of DEP. DEP is an Affiliated Provider of DERS.

XOOM, an unlimited liability corporation registered in Alberta, provides Retail Energy Services to Alberta customers. XOOM operates through the 'XOOM Energy' brand name. XOOM is a subsidiary of NRG Energy Inc. ("**NRG**") and an Affiliated Provider of DERS.

Responsibilities

This Compliance Plan describes certain roles, obligations and responsibilities of the Company, its Personnel and Contractors. While adherence to this Compliance Plan and the Regulation by all applicable Personnel is the responsibility of Senior Management, the tasks described in the Compliance Plan's policies and mechanisms may be delegated to other Personnel, including the Compliance Team. Contraventions of the Compliance Plan or Regulation by any Personnel may result in disciplinary action, up to and including termination of employment or contract with the Company.

Contact

Questions or comments concerning the Compliance Plan should be directed to the Compliance Officer at canadianapprovals@directenergy.com. The Compliance Plan is also available at www.directenergy.ca, and www.xoomenergy.ca.

Part 1
Definitions and Interpretation

1.0 Definitions

a) **"AUC"** or "**Commission"** means the Alberta Utilities Commission.

b) "**Affiliated Provider**" means an affiliated electricity retailer or affiliated gas retailer of the Regulated Rate Supplier.

c) **"Auditor"** means an auditor appointed by the AUC.

d) **"Call Centre"** means the employees or Contractors employed or contracted by the Company to interface with the public regarding the provision of Regulated Energy Services and Retail Energy Services.

e) "**Contractors**" means third-party providers contracted by DERS, DEP, or XOOM for customer care and billing services, as well as in the provision of energy services to support direct sales, tele-sales, credit and collections, and billing.

f) **"Company"** means NRG and its subsidiaries and/or affiliated companies that operate in Alberta, including DERS, DEP, and XOOM.

g) **"Compliance Officer"** means an officer of the Company who is responsible and accountable for DERS, DEP and XOOM's compliance with the Compliance Plan as approved by the AUC, made under the authority of the Regulation.

h) **"Compliance Plan Committee"** means a committee appointed by the Compliance Officer composed of DERS, DEP, and XOOM Senior Management from, at a minimum, Operations, Sales and Marketing, Finance, Regulatory, and Information Services representing DERS, DEP and XOOM, members of the Compliance Team or their designee and other Personnel required to carry out the business of the committee.

i) **"Compliance Team"** means Personnel appointed by appointed by the Compliance Officer to oversee and manage the Compliance Plan and its associated responsibilities.

j) **"Customer"** means a residential or business consumer of Retail Energy Services or Regulated Energy Services provided by a Retailer or a Regulated Rate Supplier.

k) **"Customer Information"** means information about a Customer that (i) is uniquely associated with the Customer, (ii) could be used to identify the Customer, or (iii) is provided by the Customer to a distributor, a Regulated Rate Supplier or a Retailer.

l) **"FCS"** means fair competition statement referenced in Section 7(1) of the Regulation informing Customers that they are free to purchase natural gas services or electricity services from a Retailer of their choice.

m) **"MSA"** means the Market Surveillance Administrator, as established by the *Electric Utilities Act*.

n) **"Personnel"** means officers, directors, employees and authorized agents of the Company whose duties can reasonably be expected to be subject to the Regulation and the Compliance Plan.

o) **"Regulated Energy Services"** means (i) in respect to the electricity market and electricity services, costs which are recoverable under a tariff referred to in Section 102 or 103 of the *Electric Utilities Act* that have been approved, and (ii) in respect of the natural gas market, (a) gas services, costs which are recoverable under a default rate tariff, or (b) gas distribution services and costs which are recoverable under a distribution tariff.

p) **"Regulated Rate Supplier"** means (i) in respect of the electricity market, a regulated rate provider, and (ii) in respect of the natural gas market, a default supply provider.

q) **"Retail Energy Services"** means (i) in respect of the electricity market, electricity services provided directly to a Customer but excluding electricity services provided to eligible Customers under a regulated rate tariff, and (ii) in respect of the natural gas market, gas services that are provided by a Retailer directly to Customers and that are not provided (a) under a default rate tariff, or (b) at an upstream of the inlet to the gas distribution system to a Customer accounting on the Customer's own behalf.

r) "**Senior Management**" means Personnel of the Company with the authority to make decisions on behalf of business functions within the Company.

s) **"Retailer"** means a business that sells or provides retail electricity or natural gas services and includes an Affiliated Provider.

t) **"Terms and Conditions"** means the standards, classifications, regulations, practices and measures that apply to energy services provided by a Regulated Rate Supplier.

u) **"UCA"** means the Office of the Utilities Consumer Advocate.

2.0 Interpretation

Capitalized words and phrases used in the Compliance Plan have meanings as set out in the Regulation and/or the definitions section of the Compliance Plan. In the event of any inconsistency in the definitions between the Regulation and the Compliance Plan, the definitions in the Regulation will prevail.

In this Compliance Plan, the subsequent sections follow the numbering of the Regulation. Repealed sections of the Regulation and sections not applicable or without applicable policies and mechanisms have been retained for numbering consistency.

Part 2
Conduct and Business Practices

3.0 Conduct

Policy: Personnel and Contractors will conduct themselves and their activities to comply with and to ensure compliance with the Regulation and the Compliance Plan.

Mechanisms

3.1 Newly hired Personnel, Personnel re-assigned to responsibilities related to DERS, DEP, or XOOM, and Contractors will receive training on this Compliance Plan through an online platform, or through an alternative delivery method, within 30 days of beginning employment or providing services, as applicable, to DERS, DEP, or XOOM.

3.2 Personnel will be required to submit electronic confirmation of completion of training which acknowledges they have reviewed a copy of the Compliance Plan and understand their obligations in relation to DERS, DEP, and/or XOOM, and the Compliance Plan requirements. A record of training completions will be maintained in accordance with the Company's retention policy or three (3) years, whichever is longer.

3.3 If the Compliance Plan is amended, the amended provisions will be provided to Personnel and Contractors to whom the amendment applies within 60 days of the amendment coming into force. The amendments will be presented in a form chosen by the Compliance Team or their designee.

3.4 Notice will be provided to Personnel that the Compliance Plan and the Regulation have been posted on the DERS, DEP, and XOOM websites as well as the internal Company portal.

3.5 Only Personnel and Contractors authorized to provide services to DERS shall perform functions for or undertake tasks that are necessary for DERS to provide Regulated Energy Services. Personnel providing services to DERS, including those having access to DERS Customer Information, will be approved by a member of the Compliance Team or their designee once compliance training has been completed.

3.6 Personnel and Contractors shall protect the confidentiality and security of DERS Customer Information and shall not disclose DERS Customer Information to any person who has not been authorized to access that information.

3.7 Access to data files containing DERS Customer Information is controlled. Personnel seeking access to files, servers, or systems containing DERS information or DERS Customer Information are required to go through an approval process

before access is granted. This process includes obtaining approval from their supervisor and the owner of the applicable files, servers, or systems; and a member of the Compliance Team or their designee. A record of the requested access and authorization is retained in accordance with the Company's retention policy or three (3) years, whichever is longer.

3.8 Personnel or Contractors aware of possible contraventions of the Compliance Plan or the Regulation shall report this information to their supervisor or to the Compliance Team or their designee. If the supervisor believes the reported circumstances may constitute a contravention of the Compliance Plan or the Regulation, they shall report this information to the Compliance Team or their designee.

3.9 Where Contractors are hired to perform work that is subject to the Regulation on behalf of the Company, such Contractors shall review and comply with the Regulation and this Compliance Plan.

Division 1
Customers

4.0 Tying Prohibited

Policy: DERS, DEP, and XOOM will not require or induce Customers to acquire goods or services from DEP, XOOM, or any other Retailer by making or appearing to make Regulated Energy Services conditional on the acquisition of those goods or services.

Mechanisms

4.1. Materials, including but not limited to, advertising materials marketing energy services, Call Centre messaging, and website materials marketing energy services will not require nor give the impression of requiring DERS Customers to obtain services from DEP, XOOM or any other Retailer.

4.2. At least once per quarter, a member of the Compliance Team or their designee will test the information provided by the Call Centre to DERS Customers and the public, the information provided to DEP Customers and the public, and the information provided to XOOM Customers and the public. Testing will consist of a minimum of 10 telephone inquiries specific to DERS, DEP, and XOOM with the objective to determine if the information provided by Call Centre agents is consistent with approved messaging.

5.0 Transfer of Customers

Policy: DERS will not, without the Customer's consent, transfer the Customer to a Retailer or Retail Energy Services tariff.

Mechanism

5.1. DERS follows applicable AUC Rules, including AUC Rule 021 and AUC Rule 028, and holds Retailers responsible for maintaining a verifiable record of Customer consent to enrollment.

6.0 Prohibited Representations

Policy: DERS, DEP, and XOOM will not represent or imply in any way that Customers of DEP or XOOM will receive treatment from DERS or a distributor that is different from the treatment received by any other Customer

Mechanisms

6.1. Published materials and Call Centre messaging for DERS, DEP, and XOOM will be reviewed by a member of the Compliance Team or their designee to ensure no materials represent or suggest that Customers of any Retailer or Regulated Service Provider will receive different treatment from DERS, any other Retailer or any distributor. Additional review processes are outlined in mechanisms 7.1, 7.2 and 7.3.

6.2. Call Centre agents will be tested for compliance with the Regulation on a quarterly basis, as described in mechanism 4.2.

7.0 Advertising

Policy: DERS, DEP, and XOOM will advertise only in accordance with the Regulation.

Mechanisms

7.1. Advertising materials that market energy services, Call Centre messaging, and website materials that market energy services, must be reviewed for compliance with the Regulation and Compliance Plan and approved by a member of the Compliance Team or their designee prior to the information being published or made available to Customers or the public.

7.2. Advertising materials that market energy services, other than internet advertising, and the DERS and DEP websites shall contain the FCS in accordance with the Regulation:

"Customers are free to purchase natural gas services or electricity services from a Retailer of their choice. For a list of Retailers, visit ucahelps.alberta.ca or call 310-4822 (toll free in Alberta)."

The FCS will adhere to the following additional requirements set out in Section 7(3) of the Regulation, reproduced herein for convenience. In the case of a website and or where advertising materials are mailed or emailed to a Customer, the FCS:

- will be on the main page of the website, if applicable,
- will be on the first page of the written advertising, if applicable,
- will be in at least 12-point bold type, and
- will be in a colour that contrasts with the background.

In the event that there is an amendment to the FCS or its additional requirements, the Regulation will prevail.

7.3. A record of written approvals and the associated materials under mechanisms 7.1 and 7.2 shall be maintained by a member of the Compliance Team or their designee.

8.0 Section repealed (AR 208/2020)
Retained for numbering consistency

Division 2
Customer Information

9.0 Confidentiality of Customer Information

Policy: DERS, DEP, and XOOM will protect the confidentiality of Customer Information and not disclose Customer Information except in accordance with the Regulation.

Mechanisms

9.1. Mechanisms set out in this Compliance Plan that protect the confidentiality of Customer Information consistent with Section 9(1) of the Regulation include:

a. training of Personnel and Contractors, as described in mechanisms 3.1, 3.2 and 3.9;

b. Compliance Plan amendments as described in mechanism 3.3; and

c. access controls to prevent DEP or XOOM Personnel or Contractors, as applicable, from accessing DERS Customer Information as described in mechanisms 3.5, 3.6 and 3.7.

9.2. As described in mechanism 3.8, Personnel or Contractors who become aware of any person who is not authorized to access DERS Customer Information or is seeking to obtain or use DERS Customer Information, shall report the incident to their supervisor, Senior Management or the Compliance Team or their designee, as applicable.

9.3. Instances reported to the Compliance Team or their designee determined to be a possible contravention will be reported to the Commission, in accordance with mechanism 33.1.

10.0 Disclosure of Customer Information

Policy: DERS, DEP and XOOM will only disclose Customer Information in accordance with the Regulation.

Mechanisms

10.1. DERS, DEP, and XOOM will only release Customer Information upon receipt of a written, electronic or recorded request from a Customer that meets the following criteria:

a. the Customer Information to be disclosed is itemized;

b. the consent sets out the period of time that the consent is in effect; and

c. in the case of a disclosure of Customer Information to a Retailer, the consent indicates:

i. the Retailer or Retailers to which the Customer Information may be disclosed, or

ii. that the Customer Information may be disclosed to any or all Retailers.

10.2. Customer Information may only be disclosed without the Customer's consent where authorized under the Alberta *Personal Information Protection Act* ("**PIPA**") or in situations described under Section 10(3) of the Regulation.

11.0 Conditions on Disclosure of Customer Information

Policy: DERS will only disclose Customer Information to a Retailer or Retailers in accordance with the Regulation.

Mechanism

11.1. DERS will disclose Customer Information to a Retailer within seven (7) days after receiving the request or consent outlined in mechanism 10.1, whichever is later. If the Customer consents to the disclosure of Customer Information to multiple Retailers, DERS shall disclose the Customer Information to those Retailers at the same time and in the same form.

12.0 Historical Electricity or Gas Usage

Policy: DERS will only provide a Retailer with historical usage information in accordance with the Regulation and AUC Rule 010.

Mechanism

12.1. DERS will adhere to the Regulation and AUC Rule 010 when fulfilling requests for historical usage information.

13.0 Aggregated Customer Information

Policy: DERS will only provide a Retailer with aggregated Customer Information in accordance with the Regulation.

Mechanisms

13.1. At least 24 hours before DERS provides aggregated Customer Information to a Retailer, DERS will place a notice on the DERS website containing the following:

a. a clear description of the aggregated Customer Information;

b. the charge for providing the aggregated Customer Information;

c. the terms of payment required; and

d. the time frame within which the aggregated Customer Information will be provided following receipt of payment.

13.2. DERS will make available aggregated Customer Information to all Retailers for the same price under the same terms and conditions.

13.3. DERS will maintain the website notification for a minimum of 30 days.

13.4. DERS shall ensure aggregated Customer Information is in a form such that the Personal Information (as defined in the PIPA) related to individual Customers cannot be derived.

Division 3
Business Practices of Distributors and Regulated Rate Suppliers

14.0 Equal Treatment of Retailers

Policy: DERS Terms and Conditions will not give preferential treatment to its Affiliated Retailers or to Customers of its Affiliated Retailers, discriminate against any Retailer or against Customers of any Retailer, and any changes to DERS Regulated Energy Services or the Terms and Conditions that apply to those services, will be communicated to all Retailers at the same time and in the same manner to meet the requirements in accordance with the Regulation.

Mechanisms

14.1. DERS Terms and Conditions must be approved by the Commission and will be posted on the DERS website.

14.2. DERS will manage all market interactions in accordance with AUC Rule 004, AUC Rule 021, and AUC Rule 028.

14.3. DERS Personnel and Contractors will complete the required compliance training. Additional details are provided in mechanisms 3.1, 3.2 and 3.9.

14.4. Changes to the DERS Regulated Energy Services or Terms and Conditions will be conducted through regulatory filings with the AUC.

15.0 Prohibitions

Policy: DERS will abide by the prohibitions contained in the Regulation.

Mechanisms

15.1. DERS will provide Customers or the public with the UCA's website if a Customer or member of the public inquires about any matter relating to a particular Retailer in accordance with mechanism 16.1.

15.2. DERS will not solicit business or give the appearance that it is acting on behalf of another retailer.

15.3. DERS will not include or incorporate any communication for sales or marketing purposes by any Retailer in any of its communications to Customers related to billing for Regulated Energy Services.

15.4. Any link between the DERS website and any other website will be approved by a member of the Compliance Team or their designee before the link is established. A record of such approval shall be maintained by a member of the Compliance Team or their designee.

15.5. Other mechanisms set out in the Compliance Plan will ensure DERS complies with Section 15 of the Regulation, including:

a. Personnel and Contractors will be provided compliance training which will highlight the prohibitions identified under Section 15 of the Regulation, in accordance with mechanisms 3.1, 3.2 and 3.9;

b. controls are in place to prevent unauthorized Personnel or Contractors, as applicable, from accessing DERS Customer Information, as described in mechanisms 3.5, 3.6 and 3.7;

c. Call Centre employees will be tested for compliance with the Regulation on a quarterly basis, as described in mechanism 4.2; and

d. materials marketing energy services, Call Centre messaging and website materials marketing energy services will be reviewed and approved by a member of the Compliance Team or their designee in accordance with mechanisms 7.1 to 7.3.

16.0 Information About Retail Energy Services

Policy: When DERS receives a request for information about Retail Energy Services it will refer Customers to a source where they may obtain a current list of Retailers that are licensed under the *Consumer Protection Act* to engage in the marketing of electricity or the marketing of gas.

Mechanism

16.1. DERS shall ensure that Customers inquiring about Retail Energy Services have had an opportunity to hear the FCS referenced in Section 7(1) of the Regulation, which provides Customers with the UCA website and phone number where they may obtain a current list of Retailers that are licensed under the *Consumer Protection Act*.

Part 3
Relationships Among Distributors, Regulated Rate Suppliers, and Affiliated Providers

Division 1
Preventing Unfair Competitive Advantage

17.0 Arrangements Creating Unfair Competitive Advantage Prohibited

Policy: DERS, DEP, and XOOM will not make any arrangements that create an unfair competitive advantage for the affiliated provider.

Mechanisms

17.1. Any arrangement between DERS, DEP, and/or XOOM, except for an arrangement otherwise approved by the Commission, shall specify the percentage allocation of costs between DERS, DEP, and/or XOOM, include a description of the justification for the allocation, and will require approval from a member of Senior Management. A record of approval will be maintained in accordance with the Company's retention policy or three (3) years, whichever is longer.

17.2. In the event an arrangement of the type described in Section 17(6) of the Regulation is not explicitly exempted as not creating an unfair competitive advantage by Sections 18, 20, 21, or 23 of the Regulation, DERS, DEP and/or XOOM will promptly notify the Commission, in writing, of the existing arrangement and will request an opinion of the Commission as to whether the existing arrangement creates an unfair competitive advantage. If the Commission determines that an existing arrangement does create a prohibited, unfair competitive advantage, DERS, DEP and/or XOOM will modify or terminate the arrangement in accordance with the directions of the Commission.

17.3. In the event an arrangement of the type described in Section 17(6) of the Regulation is not explicitly exempt as not creating an unfair competitive advantage by Sections 18, 20, 21, or 23 of the Regulation, DERS, DEP and/or XOOM will notify the Commission, in writing, of the proposed arrangement before such arrangement takes effect and will request an opinion of the Commission as to whether the proposed arrangement would create an unfair competitive advantage.

18.0 Information Sharing

Policy: DERS will ensure that its Customer Information is not disclosed or made available to any Retailer for the purposes of marketing or sales of energy services, except in accordance with the Regulation.

Mechanisms

18.1. Mechanisms set out in this Compliance Plan that protect the confidentiality of Customer Information consistent with Section 9(1) of the Regulation include:

a. training of Personnel and Contractors, as described in mechanisms 3.1, 3.2 and 3.9;

b. Compliance Plan amendments as described in mechanism 3.3; and

c. access controls to prevent DEP or XOOM-specific Personnel or Contractors, as applicable, from accessing DERS Customer Information as described in mechanisms 3.5, 3.6 and 3.7.

18.2. As described in mechanism 3.8, Personnel or Contractors who become aware of any person who is not authorized to access DERS Customer Information or is seeking to obtain or use DERS Customer Information, shall report the incident to their supervisor, Senior Management or the Compliance Team or their designee.

19.0 Retailer Seeking Customer Information

Policy: DEP and XOOM will not seek or receive Customer Information from current or former Personnel or Contractors of DERS for sales or marketing purposes.

Mechanisms

19.1. DEP and/or XOOM Personnel or Contractors shall not seek or obtain DERS Customer Information from any current or former DERS Personnel or Contractors.

19.2. The Company shall ensure that Personnel and Contractors are informed that their obligation of confidentiality regarding Customer Information continues beyond their employment or contract with the Company.

20.0 Acquisitions, Research, and Dispositions

Policy: To prevent the creation of an unfair competitive advantage, DERS, DEP, and XOOM will allocate and record the economic benefits or costs attributable to each party for joint acquisitions, shared costs or expenses associated with research and development, or selling, leasing or disposing of jointly acquired property.

Mechanisms

20.1. A member of Senior Management of DERS, DEP and/or XOOM shall account for all joint acquisitions, research, and dispositions in accordance with this policy and shall be responsible for recording, at the time of the transaction, an entry in the records and accounts of DERS, DEP, and/or XOOM of any joint purchases or acquisitions, the rationale for such joint purchase or acquisition, and the basis for the allocation of the economic benefits or costs between DERS, DEP, and/or XOOM.

20.2. All joint acquisitions by DERS, DEP, and/or XOOM shall be reported at the first Compliance Plan Committee meeting following the joint acquisition. These records and accounts will be made available by DERS to the Auditor.

21.0 Goods and Services Transactions to be at Fair Market Value

Policy: All transactions involving the sale, lease, exchange, transfer or other disposition of goods or services between DERS, DEP, and/or XOOM will be recorded and priced at fair market value to prevent the creation of an unfair competitive advantage. If the value of the transaction for goods or services is regulated by a municipal, provincial or federal government or government agency, the regulated value will be considered the fair market value.

Mechanisms

21.1. A member of Senior Management of DERS, DEP and/or XOOM shall approve the valuation of goods or services provided or disposed of at fair market value in accordance with this policy and shall be responsible for recording at the time of the transaction in the records and accounts of DERS, DEP, and/or XOOM all goods or services provided or disposed of and the rationale supporting the valuation.

21.2. All transactions between DERS, DEP, and/or XOOM shall be reported at the first Compliance Plan Committee meeting following the transaction. These records and accounts will be made available to the Auditor.

22.0 Financial Transactions

Policy: DERS will not provide a loan, guarantee, security or other financial transaction on terms more favourable than could be obtained in the open market to prevent the creation of an unfair competitive advantage.

Mechanisms

22.1. A member of Senior Management of DERS, DEP and XOOM will ensure that the operations of DEP and XOOM are not supported through financial transactions provided by DERS to DEP or XOOM. DEML may support the operations of DEP, but this support shall not be through the DERS business unit and therefore shall not be reflected in the records and accounts of DERS.

22.2. All transactions between DERS, DEP, and/or XOOM shall be reported at the first Compliance Plan Committee meeting following the transaction. These records and accounts will be made available to the Auditor.

23.0 Entities Carrying on More Than One Business

Policy: DERS, DEP, and XOOM will not make any internal arrangements that use information it obtains from one business that would create an unfair competitive advantage for another business. DERS, DEP, and XOOM will not incur or allocate economic costs or benefits that create an unfair competitive advantage.

Mechanism

23.1. See mechanisms in Sections 17.0 through 22.0.

24.0 Access to Publicly Available Information

Retained for numbering consistency

Division 2

Repealed AR 208/2020

25.0 Repealed (AR 208/2020)

Retained for numbering consistency

26.0 Repealed (AR 208/2020)

Retained for numbering consistency

27.0 Repealed (AR208/2020)
Retained for numbering consistency

28.0 Repealed (AR 208/2020)
Retained for numbering consistency

Part 4
Compliance Requirements

Division 1
Compliance Plans and Compliance Reports

29.0 Prohibition Against Providing Retail Energy Services without Approved Compliance Plan
Retained for numbering consistency

30.0 Compliance Plan Required
Retained for numbering consistency

31.0 Approval by Commission
Retained for numbering consistency

32.0 Changes to Compliance Plan

Policy: DERS, DEP, and XOOM will amend the Compliance Plan to reflect changes in circumstances and changes to the Regulation.

Mechanisms

32.1. DERS, DEP, and XOOM shall keep the Compliance Plan up to date and shall make changes when circumstances or the Regulation changes. All changes to the Compliance Plan will be submitted to the Commission for approval within the timeframe outlined in the Regulation.

32.2. Personnel and Contractors will be notified of the amended Compliance Plan in accordance with mechanism 3.3.

33.0 Annual Compliance Reports

Policy: DERS, DEP, and XOOM will report any incidents of non-compliance with the Regulation and the Compliance Plan and file annual reports in accordance with the Regulation.

Mechanisms

33.1. Within 90 days after the end of each calendar year, DERS, DEP, and XOOM will send the Commission an annual compliance report in accordance with Section 33 of the Regulation.

34.0 Information About Complaints

Policy: DERS, DEP, and XOOM will include a statement to the public that complaints about contraventions of the Regulation or the Compliance Plan may be made to the Commission or the MSA.

Mechanisms

34.1. The DERS and DEP, and XOOM websites will provide information to the public describing how to report an alleged contravention of the Regulation as follows:

> DERS and DEP website message: "Code of Conduct Information: Direct Energy is bound by the provisions of the Code of Conduct Regulation. Complaints respecting possible contravention of this Regulation by Direct Energy should be directed to Direct Energy at 1-866-374-6299; and to the Alberta Utilities Commission at 403-310-4282 in Alberta or 1-833-511-4282 outside Alberta, or info@auc.ab.ca; or the Market Surveillance Administrator at 403-705-3181 or compliance@albertamsa.ca. The Alberta Utilities Commission and the Market Surveillance Administrator are independent of Direct Energy."
>
> XOOM website message: "Code of Conduct Information: XOOM Energy is bound by the provisions of the Code of Conduct Regulation. Complaints respecting possible contravention of this Regulation by XOOM Energy should be directed to XOOM Energy at 1-866-999-8483; and to the Alberta Utilities Commission at 403-310-4282 in Alberta or 1-833-511-4282 outside Alberta, or info@auc.ab.ca; or the Market Surveillance Administrator at 403-705-3181 or compliance@albertamsa.ca. The Alberta Utilities Commission and the Market Surveillance Administrator are independent of XOOM Energy."

34.2. Reports from the public relating to a contravention will be addressed by the Compliance Team or their designee, who will investigate these matters to determine if any contravention occurred and endeavor to resolve the complaint within 20 business days of its receipt.

34.3. If it is established that a contravention of the Regulation or the Compliance Plan has occurred, a member of the Compliance Team or their designee will submit a Compliance Plan contravention report to the AUC.

35.0 Publication of Compliance Plans and Reports
Retained for numbering consistency

36.0 Regulation Prevails
Retained for numbering consistency

Division 2
Varying Arrangements

37.0 Alternative Compliance Arrangements
Retained for numbering consistency

38.0 Emergency Exceptions

Policy: Any action taken by DERS, DEP, and XOOM in response to an emergency that threatens public safety, the safety of Personnel, the physical integrity of their facilities or system reliability does not contravene the Regulation or the Compliance Plan.

Mechanism

38.1. Any action taken by Personnel in response to an emergency that threatens the safety of the public or Personnel, will be reported to the Compliance Team. The occurrence will be reported to the Commission as soon as practicable after it occurs, and to the Compliance Plan Committee at the next quarterly meeting following the occurrence.

Division 3
Compliance Audit

39.0 Appointment of Auditor
Retained for numbering consistency

40.0 Audit

Policy: **DERS, DEP, and XOOM will give the Auditor access to any information required to conduct the audit and will reimburse the Commission for the Auditor's costs and expenses in accordance with AUC Rule 006.**

DERS, DEP and XOOM will keep accounts in accordance with generally accepted accounting principles in sufficient detail to enable an audit to be conducted and will each retain separate records and accounts.

DERS, DEP and XOOM will retain all code of conduct compliance records listed under Appendix A in accordance with the Company's retention policy or three (3) years, whichever is longer.

The Commission may amend Appendix A to this compliance plan from time to time on notice and absent registered objection, the proposed changes to Appendix A will take effect within 10 business days from the date of the notice.

Mechanisms

40.1. The Company will provide sufficient access to Personnel, Contractors, records, and information systems for the Auditor to perform the required audit.

40.2. DERS, DEP and XOOM each keep separate records and accounts. XOOM is an entirely different corporate entity, while DERS and DEP are set up separately in DEML's financial system, which identifies transactions as being related either to DERS or DEP. Separate financial reports are prepared for DERS, DEP and XOOM.

40.3. DEML separates the sales and costs of electricity and natural gas for Regulated Energy Services Customers and Retail Energy Services Customers. DEML maintains cost allocation models to allocate costs between DERS' Regulated Energy Services business and DEP's Retail Energy Services business which are periodically reviewed by the Commission through DERS non-energy applications.

40.4. In accordance with Section 21, any transactions between DERS, DEP and XOOM will be recorded and priced at fair market value. When the total cost of those transactions exceeds $500,000 annually, they will be documented by an agreement and supported by written evidence of fair market value.

41.0 Audit Report
Retained for numbering consistency

Division 4
Investigations

42.0 Referral of Matters to MSA
Retained for numbering consistency

43.0 Notice to Commission of MSA Investigations
Retained for numbering consistency

44.0 Information Sharing between Commission and MSA
Retained for numbering consistency

Part 5
Repeal, Expiry and Coming into Force

45.0 Repealed (AR 208/2020)
Retained for numbering consistency

46.0 Repealed (AR 208/2020)
Retained for numbering consistency

47.0 Repealed (AR 208/2020)
Retained for numbering consistency

48.0 Repealed (AR 208/2020)
Retained for numbering consistency

49.0 Repeal
Retained for numbering consistency

50.0 Expiry

Retained for numbering consistency

51.0 Coming into Force

Policy: The Compliance Plan will be effective on the date it is approved by the AUC.

Appendix A – List of code of conduct compliance records

a. Internal reporting documents including internal compliance assessment, Compliance Committee minutes, compliance reports to Board.
b. Training materials.
c. Record of training.
d. Compliance acknowledgements.
e. On-boarding / off-boarding processes and documentation.
f. Record of employee transfers.
g. Employee/contractor listing.
h. Customer consents to disclose information.
i. Customer enrollment records.
j. Promotional materials.
k. IT security reports including system access rights reports or system change reports where applicable.
l. Agreements and contracts.
m. Record of cost allocation and transactions between regulated and unregulated business units or affiliated entities.
n. Audited financial statements including annual financial statement audit reports.