

will not, at any time hereafter, engage in acts or practices similar to those described in recital (B) and Section 6 of the Fair Trading Act.


2. The Supplier will, to the best of his ability, ensure that he is forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to Part 2 – Unfair and Negative Option Practices.
3. The Supplier will pay to "Alberta Government Services in trust", the sum of \$1,000.00; an amount that represents a portion of the costs associated with investigating this matter. Such payment is to be made within 10 days from the date of this Undertaking.
4. This Undertaking will be binding upon the Supplier unless:
 - a. terminated by the Director or varied with the consent of the Supplier;
 - b. varied by an Order of a Justice of the Court of Queen's Bench where the Justice is satisfied that the circumstances warrant varying the provisions of the Undertaking;
 - c. terminated by an Order of a Justice of the Court of Queen's Bench where the Justice is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;In any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
5. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act, as he may consider necessary.

IN WITNESS WHEREOF the Supplier has, on the 16th day of November, 2001 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

Mr. Brent MCCONAGHY

PER. 
Brent McConaghy

ACCEPTED by the Director of Fair Trading this 21ST day of November, 2001.


Rob Phillips
DIRECTOR OF FAIR
TRADING