

CUSTOMER SERVICES AGREEMENT

Please complete and return this Customer Services Agreement by email to connections.care@enercare.ca or by fax to 1-416-649-1969 or 1-866-521-8882.

Customer Name(s): _____

Service Address: _____
(insert Unit Number and Street Address)

(insert City) (insert Province/Territory) (insert Postal Code)

Electrical Vehicle Parking Unit No.: _____
(insert "N/A" if none)

Primary Phone: _____ Secondary Phone: _____

Fax: _____ Email: _____

Occupancy Date: _____

Mailing Address: _____
(insert Unit Number and Street Address)

(insert City) (insert Province/Territory) (insert Postal Code)

Paperless E-Billing Registration

Yes, please register me for Paperless E-Billing now.
(If the box is left unchecked your monthly invoices will be sent by mail.)

Please confirm your preferred email address for e-bill email alerts: _____

The terms and conditions set out in this agreement comprise the legally binding agreement between the Customer and EnerCare Connections Inc. ("EnerCare") governing the Customer's use of the Services (as defined below). Please read the following carefully as well as EnerCare's Conditions of Service, a copy of which is available at EnerCare.ca or can be obtained from an EnerCare representative. The Customer acknowledges and agrees as follows:

1. The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the "Unit") and/or electrical vehicle parking unit (the "Parking Unit" and, together with the Unit, the "Service Unit"), as applicable, located in the building at the above-noted Service Address (the "Premises").
2. The Customer acknowledges that EnerCare will provide the following services (the "Services") to the Service Unit:
 - (a) EnerCare shall measure and record actual electricity, gas, water and/or thermal energy, as applicable, use for the Service Unit, as applicable;
 - (b) If EnerCare owns the sub-metering system located at the Premises, EnerCare shall ensure such sub-metering system is operating properly;

- (c) EnerCare shall, monthly, prepare invoices showing the amount of electricity, gas, water and/or thermal energy, as applicable, consumed at the Service Unit, as applicable, and the amount payable by the Customer for the electricity, gas, water and/or thermal energy, as applicable, consumed and the Services;
- (d) EnerCare shall issue monthly invoices by mail, email or make monthly invoices available over the internet in accordance with EnerCare's Conditions of Service. Unless otherwise specified by the Customer, EnerCare shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
- (e) EnerCare shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with EnerCare's Conditions of Service.

The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by EnerCare under this agreement as set forth in invoices delivered by EnerCare pursuant to this agreement and in accordance with EnerCare's Conditions of Service.

- 3. The Customer acknowledges that the developer, the owner, the condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with EnerCare for the provision of the Services, including meter reading, billing and collection services.
- 4. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of electricity, gas, water and/or thermal energy, as applicable, to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Unit and/or the date when EnerCare has installed the sub-metering system in respect of the Parking Unit). In the event that the Customer does not have an account with EnerCare, the Customer agrees to contact EnerCare by telephone at 1-866-449-4423 or complete an online form at EnerCare.ca to set-up an account on or before the effective date.
- 5. In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer and the costs and expenses relating to the supply of electricity, gas, water and/or thermal are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with EnerCare and pay for the cost of electricity, gas, water and/or thermal energy, as applicable, and the Services supplied to such Service Unit. In the event such Service Unit is rented out by the Customer and its tenant has agreed to pay for the Service Fees and the costs and expenses relating to the electricity, gas, water and/or thermal energy supplied to the Service Unit, the Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to EnerCare relating to such Service Unit, from time to time.
- 6. The Customer acknowledges that EnerCare is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system, if owned by EnerCare) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, EnerCare is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Premises is situated.
- 7. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided EnerCare with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than EnerCare and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify EnerCare forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, EnerCare determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by EnerCare to complete all related repairs or other work or improvements to such sub-metering system.
- 8. In the event that EnerCare owns the sub-metering system, the Customer acknowledges that EnerCare owns the sub-metering system, including, but not limited to, the sub-meters relating to the Premises and to the Service Unit. EnerCare is responsible for the maintenance and repair of such sub-metering system, but in the event that in response to a request by the Customer for an inspection of the meters in respect of the Service Unit, EnerCare determines, acting reasonably, that the meters did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by EnerCare in the Service Unit, in accordance with EnerCare's Conditions of Service. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage EnerCare's sub-metering system and agrees to indemnify EnerCare in respect of any losses, costs, expenses or damages caused thereby.
- 9. The Customer agrees to provide EnerCare with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the provision of the

Services and in connection therewith will authorize site personnel at the Premises to grant EnerCare access to the Service Unit.

10. The Customer agrees that the charges for electricity, gas, water and/or thermal energy supplied to the Service Unit will comprise of electricity, gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges are being collected by EnerCare on behalf of the developer, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with EnerCare's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
11. The Customer agrees to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice and in accordance with EnerCare's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
12. If the Customer fails to pay electricity or electricity-related charges due to EnerCare under this agreement, then EnerCare, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.
13. The Customer agrees that because EnerCare will be billing the Customer only after services are provided, EnerCare is extending to the Customer a form of credit during the time from provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of EnerCare (which, with respect to electricity service, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any EnerCare representative or reviewing EnerCare's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to EnerCare's Conditions of Service. EnerCare may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if EnerCare incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
14. EnerCare shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when EnerCare is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of EnerCare and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.
15. The Customer acknowledges that EnerCare may issue a single invoice for the provision of Services. In the event the Customer makes a partial payment of any such single invoice, EnerCare shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity sub-metering services first, and then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, EnerCare has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of water, gas or thermal energy sub-metering services.
16. EnerCare shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
17. No director, trustee, officer, shareholder, employee, agent or other contractor of EnerCare shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.
18. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
19. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. EnerCare may assign any of its rights and obligations under this agreement and upon such assignment, EnerCare is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer

vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.

20. Any notice required or permitted under this agreement may be given by EnerCare to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to EnerCare by facsimile transmission to 416-649-1969 or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to EnerCare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Customer Care.
21. The Customer hereby consents to EnerCare providing consumption and payment information in respect of the Service Unit to the landlord, property manager, developer, condominium corporation and/or the owner.
22. The Customer shall provide written notice to EnerCare, in accordance with the notice requirements set out in paragraph "20", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to EnerCare at least 60 days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, EnerCare will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by EnerCare to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by EnerCare to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay EnerCare for the Services shall continue until EnerCare has made a final reading and the final invoice is paid.
23. This agreement may be terminated by EnerCare by giving the Customer notice thereof, in which case EnerCare may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph "22" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
24. This agreement may be terminated by the Customer only in accordance with paragraph "22" of this agreement.
25. The Customer hereby consents to EnerCare, its affiliates or authorized service providers contacting them in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to the Customer. The Customer may, by giving EnerCare sixty (60) days prior written notice, withdraw such consent. EnerCare may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings and conservation measures to assist in reducing consumption and related costs.
26. This agreement, including EnerCare's Conditions of Service, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that EnerCare may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.
27. EnerCare agrees that any personal information provided by the Customer (or by the developer, condominium corporation or owner, as applicable, of the Premises in which the Service Unit is located) shall be subject to applicable laws and EnerCare's Privacy Policy which is available at www.enercare.ca or can be obtained from any EnerCare representative. The Customer may contact EnerCare's Privacy Officer to discuss any questions or concerns related to EnerCare's Privacy Policy or how the Customer's information is being handled by contacting EnerCare's Privacy Officer by: email at privacy@enercare.ca, telephone at 1-866-449-4423, fax at 416-649-1969, or mail at EnerCare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Privacy Officer. The Customer agrees that EnerCare may undertake a credit reference check of the Customer and EnerCare agrees that the results thereof shall be handled by EnerCare in accordance with the Privacy Policy and applicable laws.

This agreement is dated as of the _____ day of _____, 20_____.

Customer's Signature _____