

Small Volume Wholesale Energy Agreement

Best time to contact: 9-11 a.m. 11-1 a.m. 1-3 p.m. 3-5 p.m. 5-8 p.m.

Your Information

You are responsible for ensuring the accuracy of the information set out below.

Account Holder ("Customer" as written on the utility bill. Provide full legal business name.)

Signatory (Full Name & Title)

Billing Address Street No. Street Name

City

Province Postal Code

Primary Phone

Extension

Cellular Phone

Fax

Email

This Agreement is for: Single Location (Complete Service Address below) Multiple Locations (Complete attached Schedule "A")

Service address is: Same as Billing Address OR _____

NATURAL GAS PRICELOCK CANCEL ANYTIME* PROGRAM

Natural Gas Retailer Licence No: GM-2015-0158

Account Number: _____ Estimated Volume: _____

Fixed Price: Natural Gas PRICELOCK Cancel Anytime* Program Natural Gas PRICELOCK Cancel Anytime* Program with Six Month Introductory Rate

Start Date of Supply (est.)	What you pay for natural gas under this Agreement	Length of Agreement	Authorization (Your Initials)
DD / MM / 20 YY	Agreement Price (¢/m ³)* _____ ¢	Agreement Length (yrs.) _____	
**Applicable pricing after initial 6 months of discount pricing described below			

First Six Months of Agreement - Intro Gas Discount Program

Start/End Date of Supply (est.)	What you pay for natural gas for the first six months under this Agreement	Authorization (Your Initials)
From DD / MM / 20 YY until DD / MM / 20 YY	Agreement Price (¢/m ³)* _____ ¢	Term: 6 months
**Your discounted price for initial 6 months of the Agreement Length		

*Compressor fuel for transportation will be added to your natural gas supply charge (approx. 5.5%).

ELECTRICITY PROGRAM

Electricity Retailer Licence No: ER-2015-0157

Account Number: _____ Estimated Volume: _____

Fixed Price: Electricity PRICELOCK
 Electricity PRICELOCK with Six Month Introductory Rate

Variable Price: HOEP+PLUS CANCEL ANYTIME* PROGRAM

ELECTRICITY PRICELOCK			Authorization
What you pay for electricity under this Agreement			Your Initials
DD / MM / 20 YY Start Date of Supply (est.)	Agreement Price (¢/kWh)	Agreement Length (yrs.)	
Applicable pricing after initial 6 months of discount pricing described below			
First Six Months of Agreement - Intro Electricity Discount Program			
What you pay for electricity for the first six months under this Agreement			Your Initials
From DD / MM / 20 YY	Agreement Price (¢/kWh)	Term: 6 months	
Your discounted price for initial 6 months of the Agreement Length			

HOEP+PLUS CANCEL ANYTIME* PROGRAM			Authorization
What you pay for electricity under this Agreement			Your Initials
DD / MM / 20 YY Start Date of Supply (est.)	Market Price	Agreement Price (¢/kWh)	
Agreement Length (yrs.)	+		
* Cancellation Fees do not apply with 90 days' written Notice. See Section 5.2 of the Standard Agreement Terms and Conditions for details.			

YOU SHOULD KNOW:

- a) By signing this Agreement, you appoint Ontario Wholesale Energy ("OWE") as your supplier of natural gas and/or electricity commodity to each location enrolled under this Agreement for the Length and Price noted above.
- b) OWE is not your Gas Utility or your Electricity Utility.
- c) In addition to the Price(s) above, you still have to pay other charges to your local Gas Utility and/or Electricity Utility to have electricity and natural gas delivered to your Business.
- d) If you choose electricity, you will have to settle your RPP variance with your Electricity Utility, and you will still have to pay your share of the Global Adjustment. For the month of August 2016, the Global Adjustment was 7.1¢/kWh.
- e) You have 10 days to change your mind about this Agreement. Please read section 5 of the Standard Agreement Terms and Conditions to understand your rights.

* With 90 days written notice

You agree to purchase natural gas and/or electricity from OWE at the prices and for the length of time stated above. You have received a signed copy of this Agreement (including the Terms and Conditions). You have the authority to bind your Business to this Agreement.

Your Signature: _____ Agreement Start Date: DD | MM | YY | YY | YY

Sales Representative Name: _____
Signature: _____ Account Manager: _____

THIS AGREEMENT IS ONLY VALID FOR NEW COMMERCIAL CUSTOMERS. NO CHANGES TO THE PRE-PRINTED TERMS APPLY.

Energy Solutions for Peace of Mind

AGREEMENT TO BUY ELECTRICITY AND/OR NATURAL GAS FOR A BUSINESS

See [Section 2](#) for what different words mean in this Agreement.

1: What you are buying and from who

Energy Retailer information	<p>Ontario Wholesale Energy Gas & Electric is acting as agent to ONIT Energy Ltd. Ontario Wholesale Energy Gas & Electric is a trade-name of ONIT Energy Ltd. Your contract is with ONIT Energy Ltd. ONIT Energy Ltd. is not your Gas Utility or Electricity Utility.</p> <p>We are licensed by the Ontario Energy Board to sell electricity and/or natural gas. Our electricity licence number is ER-2015-0157. Our natural gas licence number is GM-2015-0158.</p> <p>Section 7 tells you how to contact us for different reasons.</p>
Your information	Your information is on the front page of this Agreement in the section labeled “Your Information.”
Address of the Business to be supplied under this Agreement	Your Business address is on the front page of this Agreement. If you have additional locations that are part of this Agreement, they are listed separately in an attached Schedule A.
Agreement Price: What you pay for electricity and/or natural gas under this Agreement	<p>The price for electricity and/or natural gas that you agree to pay us is stated on the front page of this Agreement.</p> <p>If you chose the Variable Price option for Electricity, your Agreement Price includes the Market Price. The Market Price is calculated for each billing cycle using a weighted average Hourly Ontario Energy Price (“HOEP”) based on your usage for that billing period. HOEP is published by the Independent Electricity System Operator at www.ieso.ca.</p> <p>Section 4.2 tells you more about the Agreement Price. It also tells you what part of your electricity and/or natural gas bills the Agreement Price covers.</p>
Other energy costs: Charges you will continue to pay to others	<p>The Agreement Price is only for part of your total electricity and/or natural gas bill. You will remain responsible for paying other charges to have electricity and/or natural gas delivered to your Business. For electricity, you will also remain responsible for paying your share of the Global Adjustment. The electricity Price Comparison that we gave you with this Agreement shows that the Global Adjustment was 7.1¢/kWh. The amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Agreement Length	The Agreement Length starts on the Agreement Start Date. You will be buying your electricity and/or natural gas from ONIT Energy Ltd. for the total term selected for each commodity on the front page of this Agreement in the section labeled Agreement Length.
Agreement Start Date	<p>This Agreement will start on the day you sign the front page of this Agreement. The day when you will start to get electricity and/or natural gas under this Agreement is later than this day.</p> <p>Section 3.3 tells you how long it should normally take to switch you to the Agreement Price for the electricity and/or natural gas used at your Business.</p>
Your right to change your mind	<p>After you enter into this Agreement, you have 10 days to change your mind. <i>The Energy Consumer Protection Act</i> gives you this right. If you tell us that you have changed your mind in those 10 days, the Agreement will end. You will not have to pay a Cancellation Fee.</p> <p>Section 5.1 tells you about your right to change your mind.</p>

Your rights to end this Agreement	<p>You can end this Agreement for different reasons. If you end the natural gas portion of this Agreement more than 10 days after entering into this Agreement, you may have to pay a Cancellation Fee. If you end the electricity portion of this Agreement more than 30 days after you get your second bill under this Agreement, you may have to pay a Cancellation Fee.</p> <p>Section 5.2 tells you about your rights to end this Agreement. Section 5.3 tells you about Cancellation Fees.</p>
Our rights to end this Agreement	<p>We can end this Agreement for different reasons. If we end the Agreement, you may have to pay an Early Exit Fee.</p> <p>Section 5.4 tells you about our rights to end this Agreement. Section 5.5 tells you about Early Exit Fees.</p>

2. What words mean in this Agreement

“We”, “us” and “our” refer to ONIT Energy Ltd. and its subsidiary Ontario Wholesale Energy Gas & Electric.

“You” and “your” refers to the Business whose name is set out under “Your information” on the front page of this Agreement.

“Account Holder” is the person whose name is on the Gas Utility and/or Electricity Utility bills for the Business.

“Business” is the property or properties supplied with electricity and/or natural gas under this Agreement (using less than 150,000 kWh and/or 50,000 m³, respectively) as shown on the front page of this Agreement, in section 1, and, if applicable, the attached Schedule A for Multiple Locations. Businesses that use more than the aforementioned amount annual usage are not entitled to enroll in the “Cancel Any Time Programs” on the front of his Agreement.

“Cancellation Fee” is what you may have to pay if you end this Agreement for no reason as described in section 1.

“Agreement Length” is how long this Agreement will last. Natural gas and electricity can have different Agreement Lengths.

“Agreement Price” is what you agree to pay under this Agreement for electricity and/or natural gas that you buy from us for your Business.

“Early Exit Fee” is what you agree to pay if we end this Agreement.

“Electricity Utility” is the electricity company that runs the wires that bring electricity to your Business. An Electricity Utility is also called a distributor or a distribution company.

“Energy Consumer Protection Act” is the Energy Consumer Protection Act, 2010 and any regulation made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to your Business. A Gas Utility is also called a distributor or a distribution company.

3. Supply of electricity and/or natural gas and billing

3.1 You are the Account Holder or the Account Holder’s agent

You have told us that:

- a. you are the Account Holder for your Business; or
- b. the Account Holder has given you permission to enter into this Agreement to supply electricity and/or natural gas to your Business.

3.2 Enrolling you as a new customer

Before we provide electricity and/or natural gas for your Business, we have to take two steps.

Step one: We must enrol you as a new customer. This may involve a standard credit check.

Step two: We will ask your Gas Utility and/or your Electricity Utility to switch you to the Agreement Price for the natural gas and/or electricity used in your Business. This switch is a change to the supply arrangement information on your Gas Utility and/or Electricity Utility accounts and will not interrupt electricity or natural gas service to your Business.

You agree that we can act as your agent for the purpose of asking your Gas Utility and/or your Electricity Utility to switch you to the Agreement Price and for the purposes of arranging for the supply of natural gas and/or electricity used in your Business and managing this Agreement. You also agree that your Gas Utility and/or your Electricity Utility can give us information about the natural gas and/or electricity accounts for the Business that we need in order to enrol you and to manage this Agreement.

If your historical usage for the 12 months prior to signing this Agreement is greater than 50,000 m³ and/or 150,000 kWh for natural gas and/or electricity respectively, then this Agreement is not required to be telephone verified by an independent third party.

3.3 Start Date of Supply

We will start supplying electricity and/or natural gas to your Business under this Agreement after your Gas Utility and/or your Electricity Utility has finished switching you to the Agreement Price. Normally, we will start supplying your Business under this Agreement within sixty days from when the Gas Utility and/or the Electricity Utility finish switching you to the Agreement Price.

We do not control how fast your Gas Utility and/or your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your natural gas and/or electricity are:

- a. Mistakes in the information that we have about you;
- b. If your Gas Utility and/or your Electricity Utility does not tell us they have done the switch
- c. If your Gas Utility and/or your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control

3.4 Delivery and billing

Your Gas Utility and/or your Electricity Utility will continue to deliver natural gas and electricity to the Business. They will also continue to read your natural gas and/or electricity meters.

Your Gas Utility and/or your Electricity Utility will also normally continue to bill you on our behalf for natural gas and/or electricity supplied to your Business under this Agreement. Your natural gas and/or electricity bills will be sent to you in accordance with your Gas Utility's and/or your Electricity Utility's usual requirements and schedules for things like billing, payment dates and security deposits.

We reserve the right to bill you directly.

4. Agreement Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity and/or natural gas used at your Business, other than any electricity that is supplied by a generator that is on or directly connected to your Business.

Your agreement to buy from us lasts until the end of the Agreement Length. The Agreement Length is shown on the front page of this Agreement. The Agreement Length can be different for natural gas and electricity under this Agreement. The Agreement Length starts on the Start Date of Supply for each of natural gas and/or electricity.

4.2 Agreement Price: What you pay for electricity and/or natural gas under this Agreement.

You agree that you will pay the Agreement Price for the electricity and/or the natural gas that you buy from us.

For electricity:	For natural gas:
The price for the electricity used in your Business. Electricity use is measured in kilowatt hours or "kWh".	The price for the natural gas used in your Business. Natural gas use is measured in cubic meters or "m ³ ".
Any other charge listed in section 1 as part of the Agreement Price.	Any other charge listed in section 1 as part of the Agreement Price. This can include: <ul style="list-style-type: none"> - The price for getting natural gas to your Gas Utility (this is called "transportation"). - The price for holding on to the natural gas until you need it (this is called "storage").

If you selected our PriceLock with a Six Month Introductory Rate Fixed Price Program for electricity and/or natural gas, then your Agreement Price for the first six months of the Start Date of Supply will be the discounted rate as stated on the front page of this Agreement under the section labeled "First Six Months of Agreement - Intro Electricity Discount Program" and/or under the section "First Six Months of Agreement - Intro Gas Discount Program". Six months after the Start Date of Supply, your Agreement Price will be the Agreement Price stated above the section labeled "First Six Months of Agreement - Intro Electricity Discount Program" and/or above the section "First Six Months of Agreement - Intro Gas Discount Program" and will remain in effect until the end of the Agreement Length.

4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Agreement Price.

These other charges include:

For electricity:	For natural gas:
What you have to pay your Electricity Utility to bring electricity to your Business.	What you have to pay your Gas Utility to bring natural gas to your Business, except for transportation and/or storage if section 1 shows that these are included in the <u>Agreement Price</u> .
Your share of the Global Adjustment. More information about the Global Adjustment is explained in the electricity Price Comparison that we gave you with the Agreement. It is also explained on the Ontario Energy Board's website at www.ontarioenergyboard.ca/OEB/Consumers . The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.	Taxes
The Debt Retirement Charge	
Taxes	

4.4 How you pay, deposits, late payments etc.

Your Gas Utility and/or Electricity Utility will bill you on our behalf in accordance with the Gas Utility's and/or Electricity Utility's normal requirements and schedules for billing, deposits, payments, late payments, and other charges. The options available to you for method of payment are the Gas Utility's and/or Electricity Utility's normal payment options.

If we are required to bill you directly, we will accept payment by cheque or credit card. If your Gas Utility and/or Electricity Utility stops billing you on our behalf, we reserve the right to require you to make a deposit at an amount that is calculated by us. If we are required to bill you directly, we reserve the right to charge you late payment penalties if you miss the due date of our bill. A history of late payments may be reason for us to end this Agreement and charge you Early Exit Fees.

5. Ending the Contract

5.1 You can change your mind about this Agreement

The Energy Consumer Protection Act says that you have 10 days to change your mind about this Agreement. This is called the "cooling off" period. It starts when you enter into this Agreement. If you are buying natural gas and electricity from us, then changing your mind about only one of our services does not result in the automatic cancellation of the other. If you tell us that you have changed your mind in those 10 days for natural gas, electricity or both, this Agreement will end. You will not have to pay any Cancellation Fee for the portion of this Agreement that ended. And if you paid us any money under this Agreement, we have to give you a full refund for the portion of this Agreement that you changed your mind about.

5.2 You can end this Agreement if...

The Energy Consumer Protection Act says that you can end or "cancel" this Agreement for different reasons if you want to.

You can end this Agreement up to 30 days after you receive the second bill that is charging you the Agreement Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Agreement for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If your Business moves to a different location.
2. If this Agreement does not meet the rules in the Energy Consumer Protection Act or the rules set by the Ontario Energy Board.
3. If we did something that the Energy Consumer Protection Act says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you;
 - b. If you are not the Account Holder or the Account Holder's agent;
 - c. If we did not follow the Ontario Energy Board's consumer protection rules.
4. If you already had an agreement with another energy retailer when you entered into this Agreement. This right to end this Agreement only exists until the day the other agreement ends.
5. If the Energy Consumer Protection Act says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.

6. If this Agreement is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Agreement.

The *Energy Consumer Protection Act* also says that you can end the electricity and/or natural gas portions of this Agreement at any other time for no reason. You have to give us 10 days' notice that you want to end this Agreement for no reason and you must tell us if you are ending this Agreement for natural gas, electricity or both. In this case, we can charge you a Cancellation Fee for the portion of this Agreement that you wish to end (see **Section 5.3**).

Nothing in this Agreement can take away or change any of the rights to end this Agreement that the *Energy Consumer Protection Act* gives you.

If you chose to buy our HOEP+PLUS Cancel Anytime Program electricity product or our Natural Gas PriceLock Cancel Anytime Program, you may cancel the electricity or gas portion of this Agreement for any reason without any Cancellation Fee if you give us 90 days' written notice. If you do not give us 90 days' written notice, we can charge you a Cancellation Fee.

5.3 Cancellation Fees

If you end this Agreement for no reason more than 30 days after you receive the second bill that is charging you the Agreement Price, we can charge you a Cancellation Fee. The maximum Cancellation Fee depends on how much electricity and/or natural gas the Business used in the 12 months before you end this Agreement.

The highest Cancellation Fee for electricity is:

$\$0.015 \times [\text{amount of electricity used at your Business' location in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Agreement Length.}$

The highest Cancellation Fee for natural gas is:

$\$0.05 \times [\text{amount of gas used at your Business' location in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Agreement Length.}$

If your natural gas and/or electricity consumption for the 12 months prior to entering this Agreement was greater than 50,000 m³ and/or 150,000 kWh, and if this Agreement ends prior to the End Date due to Customer's Default, Customer shall pay liquidated damages to OWE. These liquidated damages will be calculated as the sum of (a) (i) for fixed price electricity Customers, Customer's Future Use multiplied by the difference obtained by subtracting the price received using commercially reasonable efforts, to sell the equivalent of such Future Use from the Electricity Price (provided that if this amount is negative, it shall be deemed to be zero), or (ii) for fixed price natural gas Customers, Customer's Future Use multiplied by the difference in price per m³ obtained by subtracting the price received by OWE, using commercially reasonable efforts, to sell the equivalent of such Future Use from the Natural Gas Price (provided that if this amount is negative, it shall be deemed to be zero); plus (b) all transmission, delivery costs, penalties and any other charges incurred by OWE as a result of the termination; plus (c) all applicable taxes; plus (d) OWE's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of OWE's rights and remedies (the "Exit Fee"). The parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by OWE and shall be conclusively deemed to be liquidated damages designed to reimburse OWE for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

5.4 We can end this Agreement if...

We can end this Agreement for different reasons:

1. If we are required to by law.
2. If a legislative or regulatory change is made that significantly affects our ability to profitably perform this Agreement.
3. If you breach a term of this Agreement or your Gas Utility's and/or your Electric Utility's rules.
4. If you switch to another energy supplier, including your Gas Utility and/or your Electric Utility.
5. If your Gas Utility and/or your Electric Utility cannot service your Business.

5.5 Early Exit Fees

If we end this Agreement, we reserve the right to charge you Cancellation Fees in the same way as described in section 5.3.

6. Transferring the Agreement

If you want to transfer this Agreement to someone else, you must contact us to get our consent. We reserve the right to transfer this Agreement to another Energy Retailer without your consent.

7. How to Contact Us

Please contact us at 1-844-604-7283 or email us at info@ontariowholesaleenergy.com.

7.1 If you have a complaint or question

If you have a complaint, question or concern about this Agreement, please contact us at 1-844-604-7283 or email us at info@ontariowholesaleenergy.com. If we are unable to help resolve your concern, you may contact the Ontario Energy Board's Consumer Relations Centre at 1-877-632-2727.

7.2 To renew or extend this Agreement

If you would like to renew or extend this Agreement, please contact us at 1-844-604-7283 or email us at info@ontariowholesaleenergy.com.

7.3 To change your mind or end this Agreement

If you would like end this Agreement, please contact us at 1-844-604-7283 or email us at info@ontariowholesaleenergy.com.

7.4 In case of an emergency

In the case of an emergency, always call your Gas Utility and/or your Electric Utility or other emergency personnel, and not us.

8. Making Changes to this Agreement

We cannot change this Agreement without first asking you if you agree. If we want to change this Agreement, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

9. Our liability under this Agreement

Under this Agreement, we are liable only for direct actual damages. We are not liable for any indirect damages, such as the loss of profits or the loss of business. We are also not liable for any action or lack of action by your Gas Utility and/or your Electric Utility.

10. Events beyond our control

You accept that there are certain events beyond our control that could affect our ability to supply you with electricity and/or natural gas at the Agreement Price. Examples of these events are acts of God or terrorism. If this happens, we may temporarily change your Agreement Price to the market price available to us, or we may suspend this Agreement until we are reasonably able to resume our supply of electricity and/or natural gas to you at the Agreement Price.

11. If your utility suspends your service

If you do not pay all amounts when due, your Electric Utility and/or Gas Utility may disconnect your service. If this happens and the Electric and/or Gas Utility later reconnects you, we reserve the right to continue to supply you with electricity and/or natural gas at the Agreement Price.

12. Governing law

The laws of Ontario govern this Agreement.

13. Miscellaneous

13.1 This Agreement is the whole Agreement between you and us

No hand-written alterations to these Terms and Conditions are allowed. This Agreement supersedes anything that was said to you about this Agreement.

13.2 Signatures

Electronic, email and fax signatures are for legal purposes equivalent to original signatures.

13.3 Regulatory changes

During the Agreement Length, changes in Governing Law may result in certain costs or credits being shifted from your Electric Utility and/or your Gas Utility or other similar or regulatory bodies (such as the Ontario Energy Board, the Independent Electricity System Operator, the Ontario Power Authority) to us, or vice versa. If this happens, these costs or credits will be passed through to you at no markup.

13.4 Rights waiver

No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights.

13.5 If we cannot enforce a part of this Agreement

If any part of this Agreement is deemed unenforceable, we can make the minimal changes for it to be legal and enforceable.