

# CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A BUSINESS For use on and after January 1, 2017

See section 2 for what different words mean in this Contract.

# 1 What you are buying and from who

| Energy Retailer information        | Hudson Energy Canada Corp. is not your Gas Utility or your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity and natural gas. Our electricity licence number is ER-2015-0125 and our natural gas licence number is GM-2015-0124. |                   |                |   |  |  |  |
|------------------------------------|---|-------------------|----------------|---|--|--|--|
|                                    | Section 7 tells you how to contact us for different reasons.  |                   |                |   |  |  |  |
| Your information                   | Account Holder ("Customer" as written on utility bill. Provide full legal business name.)  First Last Title (if a business)  Signatory (Name and Title)   |                   |                |   |  |  |  |
|                                    | Billing Address Unit N  | umber Street Nun  | nber Street Na | me  |  |  |  |
|                                    | City Province   | e Country         | Postal (       | Code  |  |  |  |
|                                    | Preferred Phone (with ext.) Alternative Phone   |                   |                |   |  |  |  |
|                                    | Fax   | E-mail            |                |   |  |  |  |
|                                    | Natural Gas Account Num  First 4 Alpha-Numeric  Electricity Account Numbe  Billing Address Postal Cod   | Registration Code |                | Billing Address Postal Code  Dilling Address Postal Code  Utility Code  Registration Code |  |  |  |
| Address of the Business            | This agreement is for:  |                   |                |   |  |  |  |
| to be supplied under this Contract | Single Location (complete Address to be supplied below)   |                   |                |   |  |  |  |
|                                    | ☐ Multiple Locations (complete attached schedule "A")   |                   |                |   |  |  |  |
|                                    | Address to be supplied:   |                   |                |   |  |  |  |
|                                    | ☐ Same as Billing Address OR  |                   |                |   |  |  |  |
|                                    | Unit number   | Street Number     | Str            | eet Name  |  |  |  |
|                                    | City  | Prov.             | Country        | Postal Code   |  |  |  |

Contract Price: What you pay for electricity and natural gas under this Contract

| ☐ Fixed Price               | ☐ Variat                  | ole Price       | Flat Price                    | ner |
|-----------------------------|---------------------------|-----------------|-------------------------------|-----|
| Natural Gas<br>Supply Price | GEOgas<br>% Offset<br>Gas | GEOgas<br>Price | Hudson Energy<br>Price (¢/m³) | V   |
| ¢                           | 100%                      | ¢/m³            | ¢/m³                          |     |
|                             | 60%                       | ¢/m³            | ¢/m³                          |     |
|                             | 20%                       | ¢/m³            | ¢/m³                          |     |
|                             | 0%                        | ¢/m³            | ¢/m³                          |     |

Type of Contract Price:

We will supply you with Energy and GEOgas and/or GEOpower for each Location, and you agree to pay the related charge(s) plus taxes, including, without limitation, charges relating to transmission, delivery, debt retirement, uplift, congestion, storage, regulatory, distribution, service charges, implementation of location based marginal pricing, etc., which will be paid to the Utility.

Electricity Charge: If you signed up for the Fixed product, your electricity consumption multiplied by your Electricity Price. If you signed up for the Index product, your electricity consumption multiplied by the Index Price. Index Price: The Index Price will be calculated in each billing cycle using a weighted average HOEP for that billing cycle, the weighting of which is based on: (a) your actual hourly consumption if your Location uses an interval meter, and Utility provides Hudson Energy with meter data at the interval level; or (b) the aggregate load shape of all electricity users in Customer's Utility service area that do not have interval meters (or for which Utility provides Hudson Energy only with aggregated meter data), represented by Customer's Utility's Net System Load Shape if Customer's Location does not use an interval meter. In any given billing cycle, Hudson Energy can estimate the Index Price using Hudson Energy's reasonable method of calculation and true it up in a subsequent billing cycle, using actual data. HOEP is published by the IESO at www.ieso.ca. Should the IESO stop publishing HOEP, or if there is a material change in the method of its calculation, Hudson Energy may in its sole discretion either terminate this Agreement or determine the applicable weighted average HOEP by using the price most recently published by the IESO or by using another published source.

| 1  |  |                                      |  |         |  |       |  |  |
|--|--|--------------------------------------|--|---------|--|-------|--|--|
|  | Electricity Supply<br>Price (¢/kWh)  | GEOpower %<br>Renewable Energy       | GEOpower<br>Price                                  | Ø       | Hudson Energy<br>Price (¢/kWh)                             |       |  |  |
|  |  | 100%                                 | ¢/kWh  |         |  |       |  |  |
|  | Fixed  | 60%                                  | <br>   |         |  |       |  |  |
|  | Electricity Price  | 0%                                   | <br>¢/kWh  |         | ¢/kWh  |       |  |  |
|  | ¢/kWh  | I DECLINE to be GREEN with GEOpower. |  |         |  |       |  |  |
|  |  | 100%¢/kWh                            |  |         |  |       |  |  |
|  | Index Price  | 60%                                  | ¢/kWh  |         | d/ls/M/b   |       |  |  |
|  | (¢/kWh)  | 0%                                   | ¢/kWh  |         | ¢/kWh  |       |  |  |
|  |  | I DECLINE to be G                    | REEN with GEOpower.                                |         |  |       |  |  |
|  | -  | _                                    | sumption multiplied by t<br>participate in GEOpowe |         | EOpower Price (as set out                                  |       |  |  |
|  | Program Fee Charge applies if you decline  | •                                    |  | y the f | Program Fee. This Charge                                   | only  |  |  |
|  | Pass-through Charges: Amounts charged to Hudson Energy that Hudson Energy passes through to its customers that may relate to transmission, transportation, delivery, distribution, debt retirement, regulatory, uplift, congestion, storage, service charges, implementation of locational based marginal pricing, etc. Natural Gas Charge: If you signed up for the Fixed Product: Your natural gas consumption multiplied by your Natural Gas price. If you signed up for the Index Product: your natural gas consumption multiplied by the Index Price Index Price: The Index Price shall be the NGX AECO 2A Index price. If there is no single price published for a given day, but there is published a range of prices, then the Index Price shall be the average of such high and low prices. Should NGX stop publishing AECO 2A, or if there is a material change in the method of its calculation, Hudson Energy may in its sole discretion either terminate this Agreement or determine the applicable Index Price by using the price most recently published by NGX or by using another published source. GEOgas Charge: Your natural gas consumption multiplied by the GEOgas Price (as set out above). Transportation Charge: Charge: For natural gas Customers, the cost to transport natural gas from areas of production into the local gas distribution system in Ontario. The rate we charge our Customers and that our Customers pay us for this service is based on a forecasted price for natural gas, pipeline transportation rates and compressor fuel. We reserve the right to periodically update the Transportation Charge to reflect any changes in market price. Any such costs charged by your Utility, or any third party, to us will be passed on by us to you and you agree to pay such charges. Product Switching: At any point during the Term, Customer shall not be permitted to switch from an Index Price product to a Fixed Price product or Index Price product.  Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity and natural |                                      |  |         |  |       |  |  |
| Other energy costs:<br>Charges you will continue<br>to pay to others | The Contract Price is only for part of your total electricity and natural gas bill. You will remain responsible for paying other charges to have electricity and natural gas delivered to the 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 Contract shows that the Global Adjustment was 9.09¢/kWh for the month of November 1, 2016. But the amount of the Global Adjustment can change every month.  Section 4.3 tells you more about these other charges, including where to find more information   |                                      |  |         |  |       |  |  |
|  | about the Global Adjustment.   |                                      |  |         |  |       |  |  |
| Contract Length  | The Contract Length starts on the Contract Start Date. You will be buying your electricity and natural gas from Hudson Energy Canada Corp. for:  |                                      |  |         |  |       |  |  |
|  | ☐ 1 year ☐ 2 ye  | ars 🗆 5 years                        | Other:   |         |  |       |  |  |
| Contract Start Date  | This Contract will start on the day you start to get electricity and natural gas under the Contract.  Section 3.3 tells you how long it should normally take for that to happen.   |                                      |  |         |  |       |  |  |
| Your right to change your mind                                       | Protection Act gives   | you this right. If you               |  | nange   | nind. The <i>Energy Consum</i> ed your mind in those 10 da |       |  |  |
|  | Section 5.1 tells you  | about your right to                  | change your mind.                                  |         |  |       |  |  |
| Your rights to end this Contract                                     |  |                                      | easons. If you end the 0<br>Price, you may have to |         | act more than 30 days after Cancellation Fee.              | r you |  |  |
|  | Section 5.2 tells you about your rights to end this Contract. Section 5.3 tells you about Cancellation Fees.   |                                      |  |         |  |       |  |  |

| Our rights to end this | We can end this Contract for different reasons. If we end the Contract, you may have to pay an Early |
|------------------------|--|
| Contract               | Exit Fee.  |
|                        | Section 5.4 tells you about our rights to end this Contract.   |
|                        | Section 5.5 tells you about Early Exit Fees  |

#### What words mean in this Contract

"We", "us" and "our" refer to Hudson Energy Canada Corp.

"You" and "your" refers to the Business whose name is set out beside "Your information" in section 1.

"Account Holder" is the person whose name is on the Gas Utility and Electricity Utility bills for the Business.

"Business" is the property that is supplied with electricity and natural gas under this Contract as shown in section 1.

"Cancellation Fee" is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

"Contract Length" is how long this Contract will last.

"Contract Price" is what you agree to pay under this Contract for electricity and natural gas that you buy from us for the Business.

"Early Exit Fee" is what you agree to pay if we end this Contract.

"Electricity Utility" is the electricity company that runs the wires that bring electricity to the Business. An Electricity Utility is also called a distributor or á 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 the Business. A Gas Utility is also called a distributor or a distribution company.

#### Supply of electricity and natural gas and billing

#### 3.1 You are the Account Holder or the Account Holder's agent

You have told us that:

- you are the Account Holder for the Business; or
- the Account Holder has given you permission to enter into this Contract to supply electricity and natural gas to the Business.

#### 3.2 Enrolling you as a new customer

Before we provide electricity and natural gas for the 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 your Electricity Utility to switch you to the Contract Price for the electricity and natural gas used in the Business. This switch is a change to the supply arrangement information on your Gas Utility and Electricity Utility accounts, and will not interrupt electricity or natural gas service to the Business.

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

#### 3.3 Start date of supply

We will start supplying electricity and natural gas to the Business under this Contract after your Gas Utility and your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Business under this Contract within 150 days from when the Gas Utility and the Electricity Utility finish switching you to the Contract Price.

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

Mistakes in the information that we have about you

If your Gas Utility or your Electricity Utility does not tell us they have done the switch
If your Gas Utility or your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control C.

#### 3.4 Delivery and billing

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

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

We reserve the right to bill you directly.

#### Contract 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 natural gas used at the Business, other than any electricity that is supplied by a generator that is on or directly connected to the Business.

Your agreement to buy from us lasts until the end of the Contract Length. The Contract Length is shown in section 1.

#### 4.2 Contract Price: What you pay for electricity and natural gas under this Contract

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

The Contract Price is shown in section 1. It includes:

| For electricity:  | For natural gas:   |
|---|--|
| The price for the electricity used in the Business. Electricity use is measured in kilowatt hours or "kWh". | The price for the natural gas used in the Business. Natural gas use is measured in cubic meters or "m³".   |
| Any other charge listed in section 1 as part of the Contract Price.   | Any other charge listed in section 1 as part of the Contract Fine.  This can include:  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") |

## 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 Contract Price. These other charges are:

| For electricity:  | For natural gas:   |
|---|--|
| What you have to pay your Electricity Utility to bring electricity to the Business.   | What you have to pay your Gas Utility to bring natural gas to the Business, except for transportation and/or storage if section 1 shows that these are included in the <a href="Contract Price">Contract Price</a> . |
| Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board's website at <a href="https://www.ontarioenergyboard.ca/OEB/Consumers">www.ontarioenergyboard.ca/OEB/Consumers</a> . 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 Utility will normally bill you on our behalf in accordance with the Utility's usual requirements and schedules for billings, deposits, payments, late payments and other charges (but we reserve the right to bill you directly). You agree to pay all amounts on your bill by the stated due date. If you fail to do so, then you may be required to pay late payments, interest, penalties or other charges and make deposits as required by your Utility or Hudson Energy. Your Utility's usual requirements and schedules for billings (it is usually monthly), deposits, payments, late payments, interest, penalties and other charges continue to apply, unless you are otherwise notified. We have the right to correct any billing error and you will then receive a forward credit or debit on your bill (we do not provide refunds). A history of late payments may be reason for cancellation of this Contract by us, together with Exit Fees, and possible referral to a collection agent. You shall pay our reasonable collection costs and legal fees associated with the collection of amounts owed by you to us. The Utility will measure (or otherwise determine) the amount of Energy supplied to you. We assume no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, or us.

#### **Ending the Contract**

#### 5.1 You can change your mind about this Contract

The Energy Consumer Protection Act says that you have 10 days to change your mind about this Contract. This is called the "cooling off" period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

## 5.2 You can end this Contract if...

The <u>Energy Consumer Protection Act</u> says that you can end or "cancel" this Contract for different reasons if you want to.

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

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

- If your Business moves to a different location.
- 2. If this Contract does not meet the rules in the *Energy Consumer Protection Act* or the rules set by the Ontario Energy Board.
- If we did something that the *Energy Consumer Protection Act* says is an unfair practice. Some of the unfair practices are:
  - If we said something that is not true or that can mislead you

  - If you are not the Account Holder or the Account Holder's agent If we did not follow the Ontario Energy Board's consumer protection rules
- If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
- 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.
- If this Contract 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 Contract.

The Energy Consumer Protection Act also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see section 5.3).

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

#### 5.3 Cancellation Fees

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

The highest Cancellation Fee for electricity is:

 $0.015 \times [amount of electricity used in the Business in those 12 months ÷ 12 \times 4 of months or part months left to go in the Contract Length.$ 

The highest Cancellation Fee for gas is:

 $0.05 \times [amount of gas used in the Business in those 12 months ÷ 12] x # of months or part months left to go in the Contract Length.$ 

#### 5.4 We can end this Contract if...

We can end this Contract for different reasons. We can terminate this Contract where:

required/allowed by law;

the Utility is unable to service your Location;

a legislative or regulatory change materially alters our ability to profitably perform this Contract;

you permanently move;

- you breach a term of this Contract or your Utility's rules during this Contract; or
- you switch to another energy supplier, including the Utility during this Contract.

#### 5.5 Early Exit Fees

If you terminate this Contract early, you will be subject to the Cancellation Fees described in Section 5.3.

#### **Transferring the Contract**

We may assign, sell or otherwise transfer any part of our interest in this Contract, including to another energy marketer/retailer, without your consent and without notice to you. You cannot assign this Contract without our written consent.

#### How to Contact Us...

Phone: 1.855.552.5551 Fax: 1.866.442.5220

Email: cson@hudsonenergy.net

Mail: 6345 Dixie Rd, Suite 200, Mississauga, Ontario L5T 2E6

Website: hudsonenergy.net

## 7.1 If you have a complaint or question

Phone: 1.855.552.5551 Fax: 1.866.442.5220

Email: cson@hudsonenergy.net Mail: 6345 Dixie Rd, Suite 200, Mississauga, Ontario L5T 2E6

Website: hudsonenergy.net

## 7.2 To renew or extend this Contract

Phone: 1.855.552.5551 Fax: 1.866.442.5220

Email: cson@hudsonenergy.net

Mail: 6345 Dixie Rd, Suite 200, Mississauga, Ontario L5T 2E6

Website: hudsonenergy.net

#### 7.3 To change your mind or end this Contract

Phone: 1.855.552.5551 Fax: 1.866.442.5220

Email: cson@hudsonenergy.net Mail: 6345 Dixie Rd, Suite 200, Mississauga, Ontario L5T 2E6

Website: hudsonenergy.net

## Making changes to this Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, 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.

## Renewal

This Contract may be renewed based on the minimum legal and regulatory rules required by Governing Law in effect at the time of renewal. As of the date of this Contract, Governing Law requires that we send you notice of our renewal offer between 60-120 days prior to the end of the Term. You will then be able to accept the renewal, to select renewal terms or to object to the renewal.

## 10 Regulatory Event

Notwithstanding any other clause contained in this Contract, in the event that a government, utility, OEB, IESO or other regulatory action results in the HOEP being calculated differently than how it is calculated as of the Contract Start Date, or if any such action has a material adverse economic impact on the Contract for us such that results in our being unable, after using commercially reasonable efforts, to avoid the inability to perform under this Contract, we reserve the right to adjust our calculation of the Electricity Price accordingly or to pass through any incremental costs without notice, or to terminate this Contract without penalty upon notice to the Customer.

11 GEO. GEOgas: We will purchase and retire an amount of verified emissions reductions, allowances or instruments ("carbon credits") to offset 3.95 lbs. (1.8 kgs.) worth of CO2 for each m3 you consume, multiplied by the GEOgas % Offset Gas selected on the Customer Contract. GEOpower: We will purchase and retire a block of renewable energy certificates or attributes ("green energy") equivalent to your electricity use, multiplied by the GEOpower % Renewable Energy selected on the Customer Contract, to ensure that that amount of your consumption at the Location is produced by renewable sources such as hydro, wind or bio-mass and injected into the electricity grid. We can suspend or discontinue GEOgas and/or GEOpower at any time (you will then stop paying for it but the rest of this Contract will remain in effect). Carbon credits and green energy that we purchase and retire on your behalf will: (a) relate to carbon credits and green energy produced in the year you pay for GEOgas and/or GEOpower; and (b) remain our legal property. GEOgas and/or GEOpower related charges will be included with the Energy charge on your bill.

#### 12 Suspension of Utility Service

If you fail to pay all amounts when due, your Utility may disconnect your Utility distribution service in accordance with Governing Law. If this happens and your Utility later reconnects you, we have the option to continue your enrollment under this Contract effective as of the date that the Energy supply and/or delivery service is reconnected by the Utility and/or us, at our option. You must notify us of the date of re-connection within 30 days.

#### 13 Customer Information, Credit Review

Customer: (a) consents to Hudson Energy collecting, retaining, using and disclosing Customer's information; and (b) requests, authorizes and directs the Utility and/or IESO to release to Hudson Energy, Customer's contact information, current and historical energy billing and usage data, and other account information so as to enable Hudson Energy to perform its obligations under this Contract (including to establish, and collect money for Customer's account, supply Customer with Energy, meet Hudson Energy's contractual obligations with others, for law enforcement purposes and for processing past due accounts of Customer which have passed to a debt collection agency). Customer further authorizes Hudson Energy to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and Hudson Energy may disclose such Customer information to its creditors, suppliers and service providers). Hudson Energy's supply of Energy may depend on Customer's credit worthiness and Hudson Energy is not obligated to accept, or continue performing, this Contract if Customer does not meet Hudson Energy's credit requirements. Any action by Customer that deprives Hudson Energy of information considered by Hudson Energy to be material to its performance of its obligations under this Contract shall constitute a Default by Customer, in which case Exit Fees will apply. Customer will promptly notify Hudson Energy in advance of any changes to Customer's information relevant to this Contract. Hudson Energy and its affiliates and partners may use Customer's information to communicate with Customer about other products and services offered by Hudson Energy and its affiliates and partners may use Customer's information, please refer to our privacy policy at hudsonenergy.net or contact us.

#### 14 Limitation of Liability

Liability under this Contract is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business. We are not liable for any act or omission of your Utility.

## 15 Disputes, Binding Arbitration

If you have a question or concern regarding this Contract, you agree to first contact us using our contact information on the Customer Contract. Both parties will, in good faith, use reasonable efforts to resolve disputes. If a dispute remains unresolved after 45 days, you can refer it to the OEB's Consumer Relations Centre at 1.877.632.2727 and ask for details about its dispute resolution process. To avoid falling into Default, you must still pay all undisputed sums by their due date.

#### 16 Moves

You will give us 10 days prior notice if you plan to move or change your Location (each, a "move"). When you permanently move out of the Location you may cancel this Contract (or that portion of Schedule A where this Contract is for multiple Locations) without cost or penalty.

## 17 Inability to Perform

You accept that certain events beyond our control, including force majeure events declared by our direct or indirect suppliers, may affect our ability to supply Energy, GEOgas or GEOpower at your Price. If this happens, we may, without liability: (a) temporarily supply them to you at the then current market price available to us; or (b) suspend this Contract until as soon as we are reasonably able to resume performance. This Contract will otherwise remain in full effect.

**18 Notice** Hudson Energy will send notices relating to this Contract to your billing address (as may be amended from time to time upon receiving updated information from you or your Utility). At our discretion (if, for example, there is a fault with your billing address), we may instead send notices to your service address (as may be amended). All notices to us should be sent in a manner by which you will be able to give proof of delivery upon request, though you can provide notice by phone. Our fax number is 866.442.5220, and our mailing address is 6345 Dixie Rd., Suite 200, Mississauga, Ontario, L5T 2E6. Either party can change its address for receiving notices by notifying the other pursuant to this paragraph. If a change in Governing Law necessitates that a group of customers be given a general notice, we may give it by posting it on our website at hudsonenergy.net.

**19 Governing Law.** The laws of Ontario govern this Contract.

#### 20 Miscellaneous

This Contract contains the entire agreement between Hudson Energy and the Customer concerning the supply of Energy and GEOgas and/or GEOpower to the Location, as applicable. No handwritten alterations to its preprinted terms apply. This Contract may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by Hudson Energy's head office in a written notice to, or recorded telephone call with, Customer. The total cost of this Contract is the Price multiplied by total consumption for the Term plus all other amounts mentioned in this Contract, as applicable. During the Term, changes in Governing Law may result in certain costs or credits being shifted from your Utility or other similar or regulatory bodies (such as the OEB, the IESO, the Ontario Power Authority) to Hudson Energy, or vice versa. If this happens, these costs or credits will be passed through to you at no markup. If you wish to make a complaint, request information or renew, extend the Term of or cancel this Contract you can contact us using our contact information on the Customer Contract. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If any part of this Contract is deemed unenforceable we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under this Contract will constitute a waiver of such rights. You agree to review the system-wide electricity supply mix information on our website at least annually in order to obtain required disclosure of such information: see hudsonenergy.net.

#### 21 Emergency

In an emergency, contact the appropriate emergency personnel or your Utility if appropriate, and not Hudson Energy.

| 22 Authorization  |   |   |
|---|---|---|
| Check here if you do not wish Hudson Energy will not sel  | rgy, its affiliates or business partners to cont<br>Il your personal information. | act you with great new programs, special  |
| Customer has read and accepts this Agreement, by it. The undersigned represents having authorit |   |   |
| Print Name  | Print Title   | -   |
| Customer Sign   | ature   | -   |
| 23 Energy Advisor and Trusted Advisor Infor   | mation  |   |
| Source Code   | Energy Advisor Name (Print)   |   |
| EA Number   | Energy Advisor Signature  |   |
| TA ID   | Trusted Advisor Name (Print)  |   |
| 25 Customer Signature Customer acknowledges receiving a signed copy Comparison Document(s)).    | of this Contract (including Terms and Condi                                       | itions, Disclosure Statement(s) and Price |
| Customer Signature:   |   |   |
| Signing Date: M M D D 2 0   | YY  |   |
|   |   |   |

President



# **ELECTRICITY FACTS LABEL**

The following chart shows: (i) Just Energy's electricity supply mix with 1 to 5 units of JustGreen™ power; and (ii) Ontario's system-wide electricity supply mix (2015 data, as determined by the Ministry of Energy).

|                           | Just Energy 's                     | Ontario's                          |                                    |                                    |                                     |   |
|---------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|-------------------------------------|---|
| Electricity Sources       | 1 Unit<br>JustGreen<br>power (20%) | 2 Unit<br>JustGreen<br>power (40%) | 3 Unit<br>JustGreen<br>power (60%) | 4 Unit<br>JustGreen<br>power (80%) | 5 Unit<br>JustGreen<br>power (100%) | Electricity Mi x <sup>(i)*</sup> (for comparison) |
| Water Power               | 8.89%                              | 17.78%                             | 26.67%                             | 35.56%                             | 44.45%                              | 23.2%   |
| Alternative Power Sources |                                    |                                    |                                    |                                    |                                     | 8.7%  |
| Solar                     |                                    |                                    |                                    |                                    |                                     | 1.9%  |
| Wind                      | 11.11%                             | 22.22%                             | 33.33%                             | 44.44%                             | 55.55%                              | 6.4%  |
| BioMass***                |                                    |                                    |                                    |                                    |                                     | 0.4%  |
| Waste^                    |                                    |                                    |                                    |                                    |                                     | 0%  |
| Nuclear Energy            | 65.42%                             | 49.07%                             | 32.71%                             | 16.36%                             |                                     | 57.8%   |
| Natural Gas**             | 12.32%                             | 9.24%                              | 6.16%                              | 3.08%                              |                                     | 9.7%  |
| Coal                      | 2.26%                              | 1.69%                              | 1.13%                              | 0.56%                              |                                     | 0.5%  |
| Totals⁺                   | 100%                               | 100%                               | 100%                               | 100%                               | 100%                                | 100%  |

<sup>\*</sup>Includes both Tx (direct) and Dx (embedded) connected generation (Ontario Ministry of Energy )

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<sup>\*\*</sup>Includes generation from the Lennox Generating Station that uses both natural gas and oil

<sup>\*\*\*</sup>Biological materials including gases generated from the decomposition of biological material Includes generation from the Cochrane and Kirkland Lake Generating Stations that use both biomass and natural gas.

<sup>^</sup>Includes garbage, refuse, domestic waste, industrial waste and municipal waste, including landfill gas but not including biomass/biogas

<sup>\*</sup>Note: the total calculations may be off slightly due to the rounding process