



Sunwave Gas & Power Inc.
1500 Gordon Baker Road Suite 301
Toronto, Ontario M2H 3N5
Tel: 416-444-8810
Fax: 647-253-2525
www.gosunwave.com

CONFIDENTIAL

February 4, 2017

Sent: via Email and Courier

Kirsten Walli
Board Secretary
Ontario Energy Board
P.O.Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

RECEIVED
FEB 08 2017
ONTARIO ENERGY BOARD

Dear Ms. Walli:

Re: Requirements to File Copy of Contracts -EB-2015-0268

Enclosed please find a copy of Sunwave's low volume commercial agreement. However, effective November 18, 2014, the date of Sunwave's Assurance of Voluntary Compliance, Sunwave ceased offering contracts to new low volume commercial accounts and we have not been actively selling new residential contracts since that time. At this time, Sunwave does not intend to renew any residential or commercial small volume customers.

If you have any questions or require anything further, please contact the undersigned. Thank you.

Robert K. Weir
President, Sunwave Gas & Power Inc.
Atria III, 2225 Sheppard Ave. E., Suite 1600
Toronto, Ontario M2J 5C2
Dir: +1 (647) 253-8810
Mob: +1 (905) 484-1095
Email: rweir@sunwavegas.com



Low Volume Natural Gas (<50,000 Om3) & Electricity (<150,000 kWh) Application

Sunwave Gas & Power Inc. • 155 Gordon Baker Rd. • Suite 301 • Toronto • Ontario • M2H 3N5

Customer Information											
Legal Business Name ("Customer")						Signing Date (mm/dd/yyyy)					
Title <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs.		First Name of Customer's Representative				Last Name of Customer's Representative					
Title of Customer's Representative				Email Address of Customer's Representative							
Phone			Ext		Fax						
Mailing Address					Service Address (if different from mailing address)						
Street No.		Street Name/Suite No.			Street No.		Street Name/Suite No.				
City		Province	Postal Code		City		Province	Postal Code			
Utility Information											
Gas Supply Utility Name					Electric Supply Utility Name						
Gas Supply Account Number					Electric Supply Account Number						
Table 1 Natural Gas & Electricity Price and Term											
Natural Gas		Term (yrs)		Price (¢/m ³)			Electricity		Term (yrs)		Price/Adder (¢/kWh)
Fixed Price (¢/m ³) <input type="checkbox"/>							Fixed Price (¢/kWh) <input type="checkbox"/>				
Step-up (¢/m ³) <input type="checkbox"/>		Year 1	Year 2	Year 3	Year 4	Year 5	Variable Advantage (¢/kWh) <input type="checkbox"/>				
Comments											
<div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div>											

You confirm that you are the account holder, or authorized agent of the account holder, and have all necessary authority and approvals to enter into this Agreement on behalf of the Customer for the supply of natural gas and/or electricity to the Customer and to appoint Sunwave as the Customer's agent for such natural gas and/or electricity supply and related activities. You acknowledge that you have received a copy of, and have had time to read, understand, and agree to be bound by, this Agreement including, without limitation, the Terms and Conditions and Schedule(s), Electricity Facts, Disclosure Statement(s), Price Comparison Document(s), Term and the natural gas and/or electricity price(s) set out in the Agreement.

Customer Signature		Customer Name (please print)		Date (mm/dd/yyyy)	
Verification No.	Authorized Agent ID#	Authorized Agent Name (print)		Authorized Agent Signature	

1. About this Agreement and Definitions

You hereby apply to enter into this natural gas and/or electricity supply agreement with Sunwave Gas & Power Inc. ("**Sunwave**") and do not wish to purchase electricity at the regulated (non-competitive) rates set under section 79.16 of the Ontario Energy Board Act. You acknowledge that this natural gas and/or electricity supply agreement will enter into force and effect upon Sunwave's acceptance of your Natural Gas and/or Electricity Supply Application ("**Application**"). Once accepted by Sunwave, this Agreement for the supply of natural gas and/or electricity is between Sunwave Gas & Power Inc. ("**Sunwave**") and the Customer, who is the duly authorized account holder, or an authorized agent of the account holder, of any and all electricity and natural gas accounts that are the subject of this Agreement. Any references to "**you**" and "**your**" in these Terms and Conditions shall be references to the Customer, as bound by the Customer's duly authorized representative. These Terms and Conditions (the "**Terms and Conditions**") shall be read together with the Application and Schedule(s) attached hereto, and shall form an integral part of the agreement between you and Sunwave with respect to the supply of natural gas and/or electricity by Sunwave at each of the Premises set out in, or mutually added to, this Agreement in writing by the parties. The agreement between the parties consists of the signed Application, these Terms and Conditions, and any Schedule(s) (the "**Agreement**") and is the entire legally binding agreement between you and Sunwave for the supply and delivery of natural gas and/or electricity to the service address(es) (the "**Premises**"). All capitalized terms which are not defined herein shall have the meanings given to them in the other parts of the Agreement. Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement. These Terms and Conditions are intended to apply to low-volume consumers that are those with annual consumption of less than 50,000 cubic metres per year of natural gas, and less than 150,000 kilowatt hours per year of electricity. You confirm and acknowledge that you use less than 50,000 cubic metres of natural gas per year, and less than one hundred fifty thousand kilowatt hours of electricity per year and that you are not purchasing natural gas and/or electricity on behalf of low volume customer(s) consuming less than 50,000 m³ of natural gas per year or 150,000 kWh of electricity per year. You understand that Sunwave is licensed to retail natural gas and electricity in Ontario by the OEB, pursuant to Licence Numbers ER-2011-0343 and GM-2011-0299 and that Sunwave is not a regulated Utility, default electricity or natural gas supplier, or associated with the OEB or the Ontario government, and the price that you pay for natural gas and/or electricity under this Agreement is not regulated by the OEB, and the price that you pay for natural gas and/or electricity may, at any point during the Term, be higher or lower than the regulated price of electricity and/or natural gas supply that may be offered by your Utility. You understand that Sunwave may record your voice acknowledgement by telephone of entering into this Agreement to buy natural gas and/or electricity from Sunwave. The voice recording will be retained by Sunwave in accordance with the *Electronic Commerce Act, 2000* (Ontario) and is acknowledgement that you have read, understood, and agreed to these Terms and Conditions. Sunwave will provide a copy of the voice recording to you within ten days of your request. You understand that the date of the first actual supply of natural gas and/or electricity to you at any of the Premises shall be the start date of the Agreement (the "**Start Date**").

Definitions

The following terms shall have the corresponding meaning for the purposes of this Agreement.

"**Delivery Point**" means the specified meter at the point(s) of interconnection between a third-party transmission system and/or distribution system and the Premises. "**EBT**" means Electronic Business Transaction. "**ECPA**" means the *Energy Consumer Protection Act, 2010* (Ontario). "**Electricity Act**" means the *Electricity Act, 1998* (Ontario). "**Full Coverage**" means a fixed Contract Price for all hours applicable to terms of three or five years. "**HOEP**" means the final hourly market clearing price for electricity as posted on the IESO website. "**IESO**" means the Independent Electricity System Operator (formerly the Independent Electricity Market Operator) established under the Electricity Act, or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid in the Province of Ontario. "**IMP**" means Invoice Market Participant. "**LMP**" means the form of electricity pricing known as locational marginal pricing, as determined and modified by the IESO from time to time, to be considered and implemented by the IESO, if at all, based upon a non-uniform, real-time, price of electricity at each point, node, zone or other price reference location on the IESO-controlled grid and having the effect that such real-time prices reflect the costs of transmission congestion. "**Monthly Natural Gas Supply Price**" means the Customer's flat monthly charge for natural gas commodity supply as applicable to Customer's Volume Consumption per year, at each of the Customer's Premises as stated and as selected by Customer on the Application. "**OEB**" means Ontario Energy Board. "**Ontario Energy Board Act**" means the *Ontario Energy Board Act, 1998* (Ontario). "**GRAM**" means Quarterly Rate Adjustment Mechanism as posted by your natural gas Utility, and approved by the OEB. "**Standard Supply Service**" means the manner in which a Utility must fulfill its obligation to sell electricity under section 29 of the Electricity Act or to give effect to rates determined by the OEB under section 79.16 of the Ontario Energy Board Act. "**Start Date**" means the first date of delivery of gas and/or electricity to the Customer at any of the Premises. "**Taxes**" means all federal, provincial, municipal or other governmental taxes, duties, fees, levies, premiums or any other charges, relating to the

sale, purchase or delivery of electricity or natural gas, whether direct or indirect, together with all interest, penalties or other additional amounts imposed, including but not limited to those levied on or measured by, or referred to as sales, consumption, goods and services, use, value added, excise, stamp, withholding or surtaxes, and any other tax (new or otherwise) imposed by any governmental entity. **“Utility”** means your local natural gas or electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas and electricity to the Premises. **“Utility Charges”** means delivery/ transmission/ distribution services, wholesale market services (including, but not limited to hourly uplift, ancillary service payments and the IESO administration charges), global adjustment, market power mitigation, debt retirement, rural rate protection, congestion charges, pipeline transportation, compressor fuel, billing fees, Utility penalties, and any regulatory/administrative charges or fees imposed by the OEB, Ontario Power Authority, IESO, and any similar entity with regulatory powers in respect of natural gas and/or electricity. **“Excess Volume Variable Natural Gas Price”** means the rate (cents per cubic meter) Customer pays for natural gas consumption above Customer's Volume Threshold, as applicable. The rate is based on the weighted average of Sunwave's short and medium term natural gas supply purchases, plus \$0.015/m3.

2. Appointment and Direction

You hereby appoint Sunwave as your sole and exclusive natural gas and/or electricity supplier and agent for the supply and delivery of electricity and natural gas to and for the Premises, from the date of signing the Application to end of the Term of this Agreement. This may include arranging for the transportation, generation, procurement, transmission, settlement, storage, volume balancing, billing and delivery of natural gas and/or electricity for you and other related services in connection with your natural gas and electricity requirements. You authorize Sunwave to enter into, and agree to pay for and be bound by, all such arrangements made in your name or on your behalf. You acknowledge that the Utility and any other third parties are entitled to rely on any action taken, or document signed by, Sunwave on your behalf in connection with the supply of natural gas and/or electricity under this Agreement as if you had taken such action or signed such document. You acknowledge that you will not own or control the natural gas and/or electricity supplied under this Agreement until delivered to the Premises. You agree that Sunwave will have the right to supply natural gas and/or electricity to the Utility for the Premises for the Term of this Agreement. You will not appoint another natural gas or electricity supplier for the Premises during the Term of this Agreement, and you will not purchase natural gas and/or electricity for the Premises from any other supplier during the Term of this Agreement. If applicable, you hereby approve the transfer from your current natural gas and electricity supplier to Sunwave. You hereby authorize and direct the Utility to provide Sunwave with, and consent to the disclosure of: (i) your natural gas and/or electricity account numbers; and (ii) information about your usage and natural gas and/or electricity accounts, including payment, credit, consumption and meter information; and (iii) any and all other information related to your natural gas and/or electricity supply and payment that is requested by Sunwave. From the date of signing the Application, you hereby provide written authorization and consent for Sunwave to: (i) disclose your natural gas and/or electricity information to third parties and regulators (without further consent or notification), for the purposes of all aspects of supplying you with natural gas and/or electricity and as set out in section 7 of these Terms and Conditions, and complying with applicable laws, codes, rules and guidelines; (ii) request that the Utility reserve your natural gas and/or electricity account(s) with respect to the Premises from the date you signed the Application to permit Sunwave to determine if you are eligible to start performance of this Agreement; and (iii) make and submit all necessary service transaction requests to the Utility in order to provide you with each specific transaction related to this Agreement including, without limitation, changing your supply arrangements to or from Standard Supply Service or another retailer.

3. Price

For Fixed Price or Variable Advantage products, you agree to pay the price(s) per cubic metre for natural gas supply and/or per kilowatt hour for electricity supply, set out in Table 1 applicable to the product you have selected on the Application. The total amount that you will pay on each bill for natural gas and/or electricity supplied under this Agreement will vary according to the quantity of natural gas and/or electricity that you consume at the Premises during each month in which the natural gas and/or electricity is delivered under this Agreement (**“Delivery Month”**). The Contract Price does not include any Utility Charges and Taxes in respect of the natural gas and/or electricity supplied by Sunwave. Any such costs charged by your Utility, the IESO, or any other relevant third party to Sunwave will generally be passed on by Sunwave or the Utility to you, and you agree to pay all such Utility Charges and Taxes. See also Section 5 (Billing) and 11 (Amendments). You hereby acknowledge that, in addition to all other amounts reference herein, you shall be responsible for and agree to pay all charges, fees, assessments or allocations assessed by or through the Utility against you or Sunwave as the result of the delivery of natural gas and/or electricity to the Premises, matters incidental thereto or any act or omission by you or by Sunwave taken or omitted at the request of or on your behalf. Currently, charges by the IESO include charges for congestion, uplift and transmission line loss, and ancillary and administrative services. If the rules relating to any of these or any other transmission or Utility Charges change, or if the

Utility or IESO introduces LMP charges, and as a result Sunwave has to pay any additional charges during the Term, all such charges will be passed along to you and you will reimburse Sunwave for such charges. You agree to pay any administration fees charged to Sunwave by your Utility(ies), or third party billing provider - this is currently \$1.60 per month; a one-time enrolment and de-enrolment charge of \$1.50, (all of which may be subject to change), monthly enrolment, EBT Hub Service and IMP fees of \$1.25 per month, and all applicable Taxes including HST. The Contract Price will not increase during the Term of this Agreement unless you choose to enter into a new Agreement with Sunwave at a higher price, in which case that Agreement will replace this Agreement. You agree that the Contract Price you pay may increase when this Agreement is renewed or extended in accordance with section 6 of these Terms and Conditions.

4. Term

The initial term ("**Initial Term**") of this Agreement shall commence on the Start Date and continue for the contract term stipulated in the Application as selected by you. The term of this Agreement shall be the Initial Term as amended or extended in accordance with Section 6 of these Terms and Conditions ("**Term**"). The supply of natural gas and/or electricity under this Agreement is intended to start as close as reasonably practicable to the date of Sunwave's acceptance of the Application. However, you acknowledge that delays related to Utility processing and other reasons beyond Sunwave's control may occur. Provided that all of the Premises are located in Ontario and are in locations where Sunwave has the ability and capacity to supply natural gas and/or electricity, if the Application is accepted, Sunwave will begin supplying natural gas and/or electricity to you at each of the Premises on the respective date(s) specified by the Utility, upon Utility's completed successful processing of Sunwave's transfer request(s) on your behalf.

5. Billing and Payment

The point of measurement for billing purposes shall be the electricity or natural gas meter or suite meter at the Delivery Point, as applicable. Utility meter readings at the Premises will be used to determine the quantity of natural gas and/or electricity delivered to and received by you under this Agreement. You agree to provide Sunwave and its representative's access to the meter for all matters related to this Agreement. You may be billed by your Utility, Sunwave, an authorized suite meter provider, or another party. The billing schedule and payment terms currently utilized by your natural gas and/or electricity Utility will not be changed by this Agreement, unless subsequently advised by Sunwave or the Utility. You are responsible for paying all amounts owed under this Agreement and included and shown on your Utility bill in accordance with the timelines set out in such bill. In the event that you have not made full payment of any and all amounts owing within thirty (30) days of an applicable due date, Sunwave may without notice instruct the Utility to promptly return you to the Utility's Standard Supply Service, without penalty or liability to Sunwave, and without prejudice to any and all remedies available to Sunwave under this Agreement. You acknowledge and agree that in the event that the Utility ceases to provide Sunwave with distributor-consolidated billing for whatever reason, Sunwave may make other billing arrangements or bill you directly for all or a portion of the costs associated with the supply and delivery of natural gas and/or electricity to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in your bank account to cover cheques written by you to Sunwave and any late charges, calculated at a rate of 1.5% compounded monthly from the due date, which equals an annual rate of 19.56%, on any amount outstanding), and you agree to pay same promptly.

6. Renewing this Agreement

Sunwave may renew or extend this Agreement by delivering a written Renewal Notice or Extension Notice to the Premises (or billing address, if applicable) on the Application no earlier than one hundred twenty (120) days and no later than sixty (60) days before the end of the Term of the Agreement. The Renewal Notice or Extension Notice will comply with all applicable legislative and regulatory requirements. For both natural gas and/or electricity supply pursuant to this Agreement, Sunwave will renew or extend this Agreement if you advise Sunwave (either in writing or over the telephone) that you wish to renew or extend on the basis of terms selected by you from the Renewal Notice or Extension Notice. If you do not respond to the Renewal Notice or Extension Notice, then this Agreement may automatically renew with respect to the supply of natural gas for one year at the price noted on Table 1, as previously selected by you, if the contract has not previously been automatically renewed or extended. If your natural gas supply Agreement is automatically renewed or extended, either you or Sunwave can provide notification to cancel the natural gas supply without cost or penalty during the extended Term by providing notification in writing or by telephone. All other Terms and Conditions of this Agreement will remain unchanged. If you agree with Sunwave to amend this Agreement, Sunwave will send you a written confirmation of the amendment, including confirmation of the Extended Term and the Blended Price, as well as copies of the original Agreement and the amended Agreement, disclosure statement(s), and price comparison form(s) within ten (10) days of your request to amend the Agreement. If the amendment occurs by means of a telephone call with Sunwave, Sunwave will record the call, and you agree that the call will constitute your notice to Sunwave to amend this Agreement. You may obtain an electronic copy of the recording from Sunwave upon request. Within 14 days

of amending this Agreement by either telephone or in writing, you may nullify the amendment by giving written notice to Sunwave; and in that event, this Agreement will continue in full force and effect in accordance with its original terms.

7. Release of Information

You certify that all of the information provided to Sunwave is true, complete, accurate and correct, and you acknowledge that Sunwave is relying upon this information to enter into and continue this Agreement. You consent to Sunwave collecting and disclosing all information related to your natural gas and/or electricity accounts, your natural gas and/or electricity supply and this Agreement or other personal information which you directly or indirectly disclose to Sunwave (collectively the "**Customer Information**") to the OEB, the Utility, the IESO, Sunwave's affiliates and related entities, and to relevant third parties. You consent to Sunwave using Customer Information for the purposes of: (i) supplying, billing and paying for natural gas and/or electricity under this Agreement and any related collection activity; (ii) market operation and law enforcement; (iii) complying with all laws, codes, rules, guidelines and requests of a regulator or other law enforcement entity, court or tribunal; (iv) satisfying Sunwave's obligations under this Agreement; (v) offering, marketing, or promoting other products and services to you; (vi) Sunwave securing financing or security for natural gas and/or electricity supply; (vii) Sunwave negotiating, assessing and undertaking financing, insurance, sale, assignment, securitization or other transfer of substantially all of the assets or shares of Sunwave or its related entities; and (viii) any other purpose reasonably related to these business purposes (the "**Purposes**"). You also consent to the recording and disclosure of telephone conversations between you and representatives of Sunwave related to this Agreement and to the collection, disclosure and use of aggregated information that has been derived in part from the Customer Information. You agree that Sunwave may also obtain any and all relevant financial and credit information from any relevant financial institution(s), and you hereby authorize and direct such financial institution(s) to release such information to Sunwave and agree to provide any information necessary for Sunwave to obtain such information. You understand that you may, at any time, advise Sunwave in writing, by fax, personal delivery or registered mail, to stop using Customer Information that has not been aggregated for marketing and promotional purposes. You acknowledge and agree that by entering into this Agreement, you hereby authorize Sunwave and its Representatives, and each third party to whom Sunwave provides Customer Information, to collect, retain, use, communicate and disclose personal information about you, including information obtained from your natural gas and/or electricity Utility and such personal information provided by you or otherwise contained in or connected with your account with Sunwave for the Purposes. You understand the significance of consenting to the collection, holding, use, communication and disclosure of your personal information. You acknowledge that you have provided such informed consent freely and voluntarily and that your consent will be valid and irrevocable for so long as it is needed in order to achieve the Purposes.

8. Change of Address or Customer Information

If your billing or Delivery Point address(es) change(s), you must let Sunwave know in writing at least thirty (30) days before the change takes effect. You may do so by written notice to Sunwave's Ontario address or through the contact information outlined in Section 24. You also agree that your Utility may advise Sunwave of any such change. Upon receipt of a notification of an address change, Sunwave will assess and transfer your natural gas and/or electricity supply under this Agreement to your new address if feasible. If Sunwave is not able to supply natural gas and/or electricity to the new address, Sunwave may, at its option, treat this Agreement as at an end in accordance with the provisions of Sections 12 and 13, and will notify you and the Utility. Should you wish to cancel this Agreement as a result of a permanent move to a new location, you may do so without penalty by providing notice to Sunwave via written correspondence, email, or telephone call (which may be recorded).

9. Responsibility under this Agreement

Sunwave will make arrangements for the delivery of natural gas and/or electricity to you by your Utility, but will have no liability or responsibility for matters within the control of the Utility, upstream natural gas pipeline, or the IESO, which include, without limitation, maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. Sunwave is not responsible for failing to perform its obligations under this Agreement if Sunwave is prevented from doing so by events or circumstances beyond Sunwave's control. Sunwave is not responsible for any direct or indirect, economic and/or consequential losses incurred by you or third parties, however caused. Any action Sunwave takes or fails to take does not mean that Sunwave gives up any of its rights under this Agreement.

10. Security Deposit

You shall satisfy Sunwave that you are capable of meeting your obligations hereunder by satisfying, at the sole discretion of Sunwave, the following credit and security requirements: (a) you shall provide to Sunwave all financial statements and information necessary to establish and monitor your ability to pay; and (b) you shall provide and maintain one of the following forms of security which Sunwave may, in its sole and absolute discretion, require from time to time:

(i) a guarantee of payment from a guarantor who satisfies Sunwave's credit requirements; (ii) an irrevocable letter of credit in form and substance, and from a Canadian chartered bank or equivalent lending institution, satisfactory to Sunwave; or (iii) such other collateral as may be reasonably acceptable to Sunwave. Your initial security requirements are subject to change by Sunwave from time to time and in its sole and absolute discretion. You shall satisfy the initial, and any amended or additional, security requirements and requests for financial statements, as specified or requested by Sunwave from time to time in Sunwave's sole and absolute discretion, within three (3) business days of Sunwave's request.

In order to secure amounts which may be owing by you to Sunwave from time to time during the Term of this Agreement, you hereby grant to Sunwave, a fixed and floating charge upon the assets and undertaking of your Premises, and irrevocably appoint Sunwave as your lawful attorney to execute and file any financing statements or other documents required to give effect to the foregoing under the *Personal Property Security Act* (Ontario). If you are unable to satisfy any of the credit or security requirements, then, without limitation or restriction to other remedies available to Sunwave under these Terms and Conditions, you will be required to prepay any amounts expected to become payable under the Contract, and may be returned to Standard Supply Service. Notwithstanding any credit or security arrangements, Sunwave, in its sole discretion, may require prepayment as a condition precedent to providing, or continuing to provide, natural gas and/or electricity and related services under the Contract. You hereby grant to Sunwave a first-priority present and continuing security interest in, lien on, right of set-off against, and assignment of, all amounts payable and cash collateral whether now or hereafter held by, on behalf of, or for the benefit of, Sunwave as a security deposit, or as prepayment for natural gas and/or electricity to be delivered hereunder. You agree to take such action as Sunwave reasonably requires to maintain and perfect a valid and enforceable first-priority security interest in, lien on, right of set-off against, and assignment of, such collateral and any and all proceeds resulting therefrom or from the liquidation thereof in favour of Sunwave..

11. Amendments

Subject to Section 6, all amendments to this Agreement shall be in writing or by telephone, upon the mutual written consent of the parties unless otherwise indicated in this Agreement. You agree that Sunwave may unilaterally change this Agreement by giving you notice in writing no less than sixty (60) days before the change takes effect if: (a) the Utility changes the services it offers; (b) the Utility changes the level of administrative fees that it charges to Sunwave for the services that the Utility provides in connection with this Agreement, which Sunwave may pass through to you; or (c) a change in the law requires Sunwave to change this Agreement. You understand that if you consent to the amendment, Sunwave will provide you with a text-based copy of the amendment no later than ten (10) days after you provide consent. You have the right to retract your consent to the amendment not more than twenty (20) days after the text-based copy of the amendment is provided to you. If you do not consent to the amendment, Sunwave may terminate this Agreement upon notice to you (without liability or penalty).

12. Termination

Sunwave may terminate this Agreement before the end of the Term, in respect of any or all Premises, without prejudice to enforcement of any other legal right or remedy, by providing you with three (3) day's notice in advance of the date of Early Termination (as defined below), if: (a) you do not make a payment on time or in accordance with this Agreement; (b) you fail to provide or maintain the security required by Sunwave; (c) you do not meet your obligations under this Agreement; (d) your Utility tells Sunwave that you have an arrangement with another natural gas or electricity supplier or agent to supply natural gas or electricity to the Premises; (e) you authorize the transfer of your account with Sunwave to another natural gas or electricity supplier before the end of the Term of this Agreement; (f) you move to a location where Sunwave is not able to supply natural gas or electricity; (g) Sunwave is required by law, regulation, or judicial, regulatory, administrative or other legal order or process to cancel this Agreement; (h) any change of law or regulatory requirement or any change in commercial practice within or affecting the Ontario natural gas or electricity supply or distribution sector renders fulfillment of this Agreement no longer commercially reasonable for Sunwave (including any such change that renders fulfillment of this Agreement by Sunwave materially more expensive than could reasonably be anticipated at the time that this Agreement was entered into); (i) or you, or to the extent your obligations hereunder are guaranteed, your guarantor, shall: (i) make an assignment or any general arrangement for the benefit of creditors, or commence or acquiesce in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or have such a proceeding commenced against you or any such guarantor; (ii) otherwise become bankrupt or insolvent (however evidenced); (iii) you or any such guarantor shall become unable to pay your debts when due; or (iv) you or any applicable guarantor have a receiver, trustee or similar official appointed with respect to you or substantially all of your assets. (j) In the case of the Variable Advantage product, you may terminate this portion of the Agreement at any time during the term upon the provision of 30 days prior written notice to Sunwave. Sunwave will submit a request to the applicable electric utility to de-enroll the affected account(s) within 5 days of receipt of the notice. The end date of

the Agreement shall be the last day of flow as confirmed by the applicable Utility. If the you have selected a natural gas product under this Agreement, the obligations of both Sunwave and yourself shall remain in full force and effect and be unaffected by the termination of the Electric Variable Advantage product.

13. Early Termination Charges

If Sunwave terminates this Agreement after the occurrence of any of the events described in clauses (a) to (i) of Section 12 above, or you terminate this Agreement before the end of its Term (an **"Early Termination"**), you must pay Sunwave Early Termination Damages (as defined below). **"Early Termination Damages"** will be calculated by Sunwave as follows: **"Early Termination Damages for Natural Gas"** for Customers who consume more than 3,500 m³ per year, or if the Premises are occupied for the primary purpose of carrying on a business, will equal an amount determined by Sunwave by multiplying (a) the Projected Future Volume (as defined below) by (b) five cents per cubic metre. If your 12-month Projected Future Volume is less than 3,500 m³ per year, the Early Termination Damages will be equal to \$100 for each year, or part year, remaining in this Agreement. **"Projected Future Volume"** means the product of (a) your actual 12-month historical gas consumption as provided by your Utility, or if such actual data is not available, the Utility's current standard estimate of average yearly gas consumption by other consumers in your rate class, in either case divided by 12; and (b) the number of whole and partial calendar months remaining in the term of this Agreement. **"Early Termination Damages for Electricity"** for Customers who consume more than 15,000 kWh per year, or if your property is occupied for the primary purpose of carrying on a business, will equal an amount determined by Sunwave by multiplying (a) the Projected Future Usage (as defined below) by (b) 1.5 cents/kWh. If your 12-month Projected Future Volume is less than 15,000 kWh per year, the Early Termination Damages will be equal to \$50 for each year, or part year, remaining in this Agreement. **"Projected Future Usage"** means the product of (a) your actual 12-month historical electricity consumption as provided by your Utility or, if such actual data is not available, the Utility's current standard estimate of average yearly electricity consumption by other consumers in your rate class, in either case divided by 12; and (b) the number of whole and partial calendar months remaining in the term of this Agreement. If at the time of entering into this Agreement, you received from Sunwave a credit or rebate of any kind, you agree that in the event of an Early Termination of this Agreement, the Early Termination Damages that you must pay to Sunwave will also include the amount of such credit or rebate. You agree that the liquidated damages calculation above is a genuine pre-estimate as of the date of this Agreement, of the damages that would be suffered by Sunwave and shall be conclusively deemed to be liquidated damages and not a penalty. You also authorize and direct the Utility to include the liquidated damages and collection fees as an amount payable to Sunwave and to allow Sunwave to collect the liquidated damages and collection fees directly from you.

14. Natural Gas and Electricity Imbalances

In the case of the Fixed Price natural gas and electricity products, you understand that in order for Sunwave to be able to supply natural gas and electricity to its existing and prospective customers at the Contract Price, Sunwave enters into various supply arrangements to meet the forecasted consumption of such customers. These forecasts are based on historical consumption data, where available, or on estimates. You acknowledge and agree: (a) Contract Price is based on, and applies to, the annual historical quantities as provided by the Utility (the **"Annual Normalized Quantities"**); and (b) the quantity of natural gas and/or electricity allocated by the Utility or delivered to the Premises may vary from such Annual Normalized Quantities. To the extent that actual aggregate consumption of such customers varies from Annual Normalized Quantities, Sunwave will incur a cost or benefit in balancing and settling variances in its natural gas and electricity supply arrangements with such consumption. You agree to pay or receive, as applicable, your pro-rata share (based on your actual consumption to that of all such customers) of any such variance to Sunwave to effect this balancing and settlement. The net financial settlement amount for such imbalance will be calculated as (a) your Contract Price, minus (b) the weighted average HOEP or QRAM corresponding to your load profile in your rate class, multiplied by your natural gas or electricity consumption. For greater certainty, your monthly/bi-monthly invoice will reflect a debit if the net financial settlement amount is negative, or a credit if the net financial settlement amount is positive. The net financial settlement amounts will not exceed a debit or credit of ten (10) percent of the Contract Price in any contract year.

Sunwave shall charge an administrative fee of \$0.0005 per kWh or \$0.005 per m³, to account for amounts attributable to such variances, or be entitled to a credit (less associated costs) less an administrative fee of \$0.0005 per kilowatt hour, or \$0.005 per cubic metre, to account for amounts attributable to such variances. Sunwave may, from time to time, revise any determination hereunder, regardless of payment by you, to account for any additional information made available to Sunwave.

15. Entire Agreement

The Agreement contains the entire agreement between you and Sunwave concerning the supply and delivery of natural gas and/or electricity to the Premises and it replaces any prior written or oral agreement between the parties concerning the supply or delivery of natural gas and/or electricity. There are no verbal representations, rights or obligations that are

not contained in the Agreement. The laws of Ontario and the laws of Canada applicable in Ontario shall govern the Agreement.

16. Severability

Should any of the Terms and Conditions in this Agreement be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

17. Assignment

Neither party may assign this Agreement without the written agreement of the other party unless otherwise indicated in this Agreement. Sunwave may make a transfer, assignment or pledge affecting this Agreement and its rights, privileges, entitlements, and obligations under this Agreement, in whole or in part, to another party (including, without limitation, any transfer, pledge or assignment by way of security to any person including any licensed retailer, supplier to, or creditor of, Sunwave) without your permission or notification. In the event that Sunwave transfers, pledges or assigns this Agreement to a new natural gas and/or electricity retailer, Sunwave will provide you with notice of the new natural gas and/or electricity retailer's address for service, its telephone number and information concerning its customer complaints resolution process. In the event that Sunwave makes a transfer, pledge or assignment affecting this Agreement to an entity other than a new natural gas marketer or electricity retailer, Sunwave will provide you and the OEB with any applicable notices. You do not have the right to directly or indirectly assign, pledge or transfer your rights and obligations under this Agreement.

18. Complaints and Dispute Resolution

Sunwave will monitor its compliance with this Agreement and the related regulatory requirements. Any customer complaint relating to this Agreement may be made and will be addressed through the toll free number and complaint process outlined at www.gonsunwave.com. If you have any questions or concerns about this Agreement or any matter regarding applicable privacy legislation, you must first direct them to Sunwave at the address and telephone numbers set out in Section 24 entitled "How to contact Sunwave". Unresolved concerns may be referred to an independent consumer complaints resolution process made available by the OEB. In the event of unresolved complaints, you may contact the OEB's Customer Service Centre at (416) 314-2455 or toll free at 1-855-478-6928 to receive advice regarding its resolution process. Any dispute arising out of this Agreement will be referred to and decided through binding arbitration by one arbitrator according to the rules relating to commercial arbitration under the *Arbitration Act, 1991* (Ontario). Each party shall bear its own legal costs in any dispute. If, while any dispute is pending, you are billed for natural gas and/or electricity at a price lower than the Contract Price, you agree to pay to Sunwave an amount equal to the difference between such price and the Contract Price multiplied by the quantity of natural gas and/or electricity consumed by you for which such lower price was applied (which amount may be offset against any amount owed by Sunwave to you).

19. Eligible Financial Contract

This Agreement is (i) an "**eligible financial contract**" within the meaning of the *Companies' Creditors Arrangement Act* (Canada) and the *Bankruptcy and Insolvency Act* (Canada), and (ii) a "**forward contract**" for the purposes of United States of America bankruptcy and insolvency laws.

20. Customer Indemnity

You agree to indemnify and save harmless Sunwave, its affiliates and related entities, and their respective directors, officers, and employees, and their permitted assigns (collectively, "**Sunwave and its Representatives**") in full for any and all losses, damages, injuries, liabilities or costs that any of Sunwave and/or its Representatives, as applicable, suffers or incurs in connection with, or relating to Sunwave acting as your agent, or any act or omission by you relating to the supply or delivery of natural gas and/or electricity to the Premises including, without limitation, any and all claims relating to any default or breach by you, or any failure by you to perform any obligation relating to the Agreement or any obligation to any third party, including, but not limited to, under any agreement with the Utility(ies). You acknowledge that Sunwave relies on this Agreement as security to obtain a supply of natural gas and/or electricity for you.

21. Consumer Rights

You understand that this Agreement will cease to have effect unless Sunwave delivers to you a text-based copy of this Agreement within forty (40) days after you sign it and in accordance with Section 15(1) of the ECPA (if applicable) unless you verify this Agreement no earlier than the 10th and before the 46th day following the day on which the text-based copy of this Agreement was delivered to you. You also understand that this Agreement in accordance with Section 15(1) of the ECPA (if applicable) will cease to have effect if you give Sunwave notice not to verify this Agreement at any time before the 46th day following the day on which the text-based copy of this Agreement was delivered to you. You understand that once you have verified this Agreement after the 10th, and before the 46th day following the day on which

the text-based copy of this Agreement was delivered to you, a binding legal Agreement shall be established. You understand that nothing in this Agreement negates or varies your right to cancel the contract under and in accordance with the ECPA.

22. When Customer Can Cancel this Agreement

You may cancel this Agreement at any time without cost or penalty: (a) if the Agreement does not meet the requirement of section 12(1) of the ECPA; (b) if Sunwave engages in Unfair Practices (as defined) under the ECPA in relation to you; (c) if this Agreement was entered into for a term that begins before the expiry of the term of a pre-existing contract, by providing notice of the cancellation before the end of the term of the pre-existing contract (such notice to include a copy of the pre-existing contract); (d) if this Agreement is amended, renewed or extended and, at the time of the amendment, renewal or extension, Sunwave is not in compliance with the conditions of Sunwave's licence set out in sections 3 and 4 of Ontario Regulation 90/99 made under the *Ontario Energy Board Act, 1998*; (e) in instances where Sunwave is legally required to make a voice recording of a telephone discussion with you, if Sunwave fails to provide a copy of that recording to you within ten (10) days after you request a copy; (f) if you permanently move from the Premises to which the electricity and/or natural gas is being provided pursuant to this Agreement; (g) in the case of an Agreement for the provision of electricity, you cancel this Agreement within thirty (30) days after receiving the first bill under this Agreement; or (h) by giving Sunwave notice not more than ten (10) days after a text-based copy of this Agreement (or copy of this Agreement in the form required under subsection 13(2) of the ECPA if applicable) is delivered to you and you acknowledge (or are deemed to acknowledge) its receipt in accordance with section 14 of the ECPA. If you cancel within the period referred to in (i) then you are entitled to a full refund of all amounts paid under the contract, if any. You may also cancel this Agreement at any time for any other reason by giving ten (10) days' notice, but in that case you will be required to pay Early Termination Damages as set out in Section 13. In each case you must give Sunwave notice in writing, specifying the reason for cancellation. Cancellation by telephone is not permitted.

23. General

Execution of this Agreement may be evidenced by your manual signature, a facsimile or other electronic transmission of your signature, or a photocopy of such electronic transmission, and such signature, or copy or electronic version of such signature, is deemed to constitute your original signature to this Agreement.

24. Supply Mix

Under O. Reg. 416/99 the Ministry of Energy is responsible for providing Ontario's electricity supply mix data for electricity suppliers. The following chart shows the supply mix for 2011. Updates of this data will be sent annually.

Electricity Sources	System – Wide Electricity Supply Mix (2011)
Water Power	22.2%
Alternative Power Sources	3.4%
Nuclear Energy	56.9%
Natural Gas	14.7%
Coal or Oil	2.7%

25. How to contact Sunwave:

By phone: 1 (855) 478 - 6928
By fax: (647) 253 - 2525
By email: customercare@gosunwave.com

By personal delivery, mail or registered mail to:

Sunwave Gas & Power Inc.
Attention: Customer Service
155 Gordon Baker Road
Suite 301, Toronto, Ontario
M2H 3N5
www.gosunwave.com