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## Natural Gas and Electricity Commercial Supply Contract

The Contract(s) is/are for Natural Gas ("Gas") and Electricity ("Electricity") commodity supply service between Summitt Energy LP ("Summitt") and the Business Legal Name ("Business") as outlined below. Summitt is licensed to market Electricity by the OEB under License #ER-2013-0037 and Natural Gas under License #GM-2013-0038.

### Customer Information

Business Legal Name \_\_\_\_\_ Business Contact Name \_\_\_\_\_

Billing Address \_\_\_\_\_

Service Address (if different from above) \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Business Fax Number \_\_\_\_\_

Email Address (by providing my email address above, I agree to receive notifications and information from Summitt Energy and its affiliates by email) \_\_\_\_\_

Natural Gas Utility \_\_\_\_\_ Gas Account Number \_\_\_\_\_ 4-digit Validator

Electric Utility \_\_\_\_\_ Electricity Account Number \_\_\_\_\_ 4-digit Validator

### Offer for Supply Purchase

You agree to buy from Summitt 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, lasts until the end of the Contract Length at the Contract Price (as outlined in Section 1 of the terms and conditions).

Commodity	Estimated Usage	Requested Flow Date	Fixed Price Option	Variable Price Option
Natural Gas		MM/YYYY	_____ ¢/m <sup>3</sup> for _____ years	Variable price option for _____ % of Volume
Electricity*		MM/YYYY	_____ ¢/kWh for _____ years	Variable price option for _____ % of Volume

See Schedule A for additional address(es) and account number(s) (if applicable) Offer valid until: \_\_\_\_\_

\*The Electricity Price does not include the Global Adjustment or any other additional charges as per Section 1 of your Terms and Conditions.

This is an **Open Order ("Order")** agreement, valid for \_\_\_\_\_ days commencing when the signed Order is received by Summitt from the customer. Once received, this Order represents a conditional agreement; whereby the customer has entered into an agreement at the specified price and term provided that at any point during the life of the Order the market reaches a point that Summitt is able to offer, at retail levels, the price and term specified. If during the term of the Order, the customer enters into an alternative agreement with Summitt, new agreement will supersede this Order. If this Order is filled, Summitt will inform the customer by counter-signing this Order and faxing it to the fax number specified. If during the life of this Order Summitt is unable to execute this order, the order will expire with no agreement in place. During the Open Order and any subsequent supply term, the Customer will be under the exclusive agency of Summitt.

### By signing below, You confirm that You have read and understand this Contract and agree to the Terms and Conditions of the Contract.

Contact Signature \_\_\_\_\_ Contact Print Name and Title \_\_\_\_\_ Signing Date (MM/DD/YYYY) \_\_\_\_\_  
 (I have authority to sign on behalf of the Applicant) See Section 3.1

Representative Signature \_\_\_\_\_ Representative Print Name \_\_\_\_\_ Representative ID# \_\_\_\_\_

By signing below, I acknowledge having received a text-based copy of this Contract, the Price Comparison form(s) and Disclosure form(s).

Contact Signature \_\_\_\_\_ Signing Date (MM/DD/YYYY) \_\_\_\_\_  
 (I have authority to sign on behalf of the Applicant)

## CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A BUSINESS

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

### Section 1. What you are buying and from who

Energy Retailer Information	<p>Summitt Energy (“Summitt”) 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-2013-0037 and our natural gas licence number is GM-2013-0038.</p> <p><b>Section 7</b> tells you how to contact us for different reasons.</p>
Your Information	<p>Business Name _____</p> <p>Customer Name _____</p> <p>Address _____</p> <p>City _____, Ontario    Postal Code _____</p>
Address of the Business to be supplied under this Contract	<p>_____</p> <p>_____</p> <p>_____</p> <p><i>See Schedule A for additional address(es) and account number(s), if applicable</i></p>
Contract Price: What you pay for electricity and natural gas under this Contract	<p>Type of Contract Price:</p> <p><input type="checkbox"/> Fixed price    <input type="checkbox"/> Variable price    <input type="checkbox"/> Flat price    <input type="checkbox"/> Other</p> <p>Fixed Electricity Price: _____</p> <p>Variable Price Option for _____ % of volume</p> <p>Plus any administration and regulatory fees charged to Summitt either by your Utility, the government or any regulatory agency (which may be subject to change) we call this “Administration Fees”. The Administration Fees are comprised of the following: fees charged to Summitt by my Utility (currently 80 cents) per month plus a one-time enrollment and de-enrollment charge of \$1.50 (3 cents per month) and may be subject to change), government/regulatory agency fee (77 cents per month and may be subject to change), EBT Hub Service (currently 14 cents per month and may be subject to change).</p> <p><input type="checkbox"/> Fixed price    <input type="checkbox"/> Variable price    <input type="checkbox"/> Flat price    <input type="checkbox"/> Other</p> <p>Fixed Natural Gas Price: _____</p> <p>Variable Price Option for _____ % of volume</p> <p>Plus, any administration and regulatory fees charged to Summitt either by your Utility, the government or any regulatory agency; we call this “Administration Fees”. Currently, the government/regulatory agency fee is 78 cents per month and may be subject to change.</p> <p>Plus, if you are within the Union South service areas, Summitt Energy</p>

	<p>will set the transportation price to get the natural gas to your Business. We call this the “Transportation Price” which is currently 3.2 cents per m<sup>3</sup>. This price may change during the term of your contract.</p> <p><b>Section 4.2</b> tells you more about the Contract Price. It also tells you what part of your electricity and natural gas bills the Contract Price covers.</p>
Other energy costs: Charges you will continue to pay to others	<p>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 \$.0909/kWh for the month of November 1, 2016 – May 1, 2017. But the amount of the Global Adjustment can change every month.</p> <p><b>Section 4.3</b> tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Contract Length	<p>The Contract Length starts on the Contract Start Date. You will be buying your electricity and natural gas from Summitt for:</p> <p>Natural Gas :   <input type="checkbox"/> 1 year            <input type="checkbox"/> 2 years            <input type="checkbox"/> 5 years            <input type="checkbox"/> Other:  Electricity:       <input type="checkbox"/> 1 year            <input type="checkbox"/> 2 years            <input type="checkbox"/> 5 years            <input type="checkbox"/> Other:</p>
Contract Start Date	<p>This Contract will start on the day you start to get electricity and natural gas under the Contract.</p> <p><b>Section 3.3</b> tells you how long it should normally take for that to happen.</p>
Your right to change your mind	<p>After you enter into this Contract, you have 10 days to change your mind. The <i>Energy Consumer Protection Act</i> gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p><b>Section 5.1</b> tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p><b>Section 5.2</b> tells you about your rights to end this Contract.  <b>Section 5.3</b> tells you about Cancellation Fees.</p>
Our rights to end this Contract	<p>We can end this Contract for different reasons. If we end the Contract, you may have to pay an Early Exit Fee.</p> <p><b>Section 5.4</b> tells you about our rights to end this Contract.  <b>Section 5.5</b> tells you about Early Exit Fees</p>

## **Section 2. What words mean in this Contract**

“We”, “us” and “our” refer to Summitt.

“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 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 the Business. A Gas Utility is also called a distributor or a distribution company.

“Variable Price” is based on the Hourly Ontario Electricity Price (“HOEP”) as set by the Independent Electricity System Operator (“IESO”).

## **Section 3. 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:

- a. you are the Account Holder for the Business; or
- b. 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 enroll 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 enroll 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 30 - 60 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:

- a. Mistakes in the information that we have about You
- b. If your Gas Utility or your Electricity Utility does not tell us they have done the switch
- c. If your Gas Utility 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 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.

## **Section 4. 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:

<b>For electricity:</b>	<b>For natural gas:</b>
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 “m <sup>3</sup> ”.
Any other charge listed in Section 1 as part of the Contract Price. This can include: <ul style="list-style-type: none"> <li>- Any administration and regulatory fees charged to Summitt either by my Utility, the government or any regulatory agency (this is called “Administration Fee”)</li> </ul>	Any other charge listed in Section 1 as part of the Contract Price. This can include: <ul style="list-style-type: none"> <li>- The price for getting natural gas to your Gas Utility (this is called “transportation”)</li> <li>- The price for holding on to the natural gas until you need it (this is called “storage”)</li> <li>- Any administration and regulatory fees charged to Summitt either by my Utility, the government or any regulatory agency (this is called “Adminstration Fee”)</li> </ul>

## 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:

<b>For electricity:</b>	<b>For natural gas:</b>
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 Contract Price.
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="http://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 sector in Ontario.	Taxes
The Debt Retirement Charge	
Taxes	

## 4.4 How you pay, deposits, late payments etc.

You agree that Summitt may bill you directly in the event your Utility is no longer doing so. If Summitt bills You directly, Summitt will send You a monthly invoice for all amounts due to Summitt for the applicable billing

period. You will be required to pay Summitt, in full, the amounts owing the due date listed on the invoice sent to You. If You fail to pay Summitt's invoice on time, You will be responsible to pay an additional 1% interest per month (12% per year) on the unpaid amount, from the due date of payment until payment is received. You shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, and all legal and collection costs.

You understand that Summitt or Your Gas Utility or Electricity Utility may revise any bill, if necessary, to account for any reassessment of actual consumption usage by Your Utility. This may be done by Your Gas Utility or Electricity Utility conducting periodic meter readings, estimations, or allocations and Summitt will be entitled to charge You accordingly based on this information. Summitt can revise any bill after it is issued, regardless of payment by You, to account for any reassessment made by Summitt or by Your Gas Utility or Electricity Utility.

## **Section 5. 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 Energy Consumer Protection Act 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:

1. 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.
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 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.
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 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:

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

The highest Cancellation Fee for gas is:

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

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

We can end this Contract for different reasons:

If You are in default under this Contract because You have not made any payments on or before the due date specified in any invoice issued by Your Electricity Utility or Summitt; If Summitt bills You directly, then (in addition to the defaults set out above) Summitt may terminate the Contract immediately if: (i) You make an assignment or arrangement for the benefit of, or protection from, any of Your creditors, or (ii) You take any action, or have any action taken on Your behalf, under any bankruptcy or insolvency law, or permit any material portion of Your assets to be made subject to any seizure or realization.

### **5.5 Early Exit Fees**

If Summitt ends this Contract more than 30 days after you receive the second bill that is charging you the Contract Price, for reasons listed in Section 5.4, we can charge you an Early Exit Fee. The maximum Early Exit Fee depends on how much electricity and natural gas the Business used in the 12 months before you end this Contract.

The highest Early Exit Fee for electricity is:

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



The highest Early Exit Fee for gas is:

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

## **Section 6. Transferring the Contract**

Summitt may, in its sole discretion, pledge, assign or otherwise transfer all or any of its rights or obligations under this Contract or any proceeds arising pursuant to this Contract without Your consent. You shall not pledge, assign or otherwise transfer all or any of Your rights or obligations under this Contract.

## **Section 7. How to Contact Us...**

### **7.1 If you have a complaint or question**

Please contact Summitt by telephone at 1-877-222-9520, email at customerservice@summittenergy.ca, by facsimile at 905-366-7063, mail or by personal delivery. Please address all written correspondence to Manager, Customer Service.

### **7.2 To renew or extend this Contract**

See Section 7.1

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

See Section 7.1

## **Section 8. 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.

## **Section 9. Variable Price Option**

### **9.1 Variable Price**

Where the Variable Price Option is selected, the Business agrees that percentage (indicated on the front page of the Contract) will be set on a monthly basis. If the Business has selected a Variable Price Option, as indicated on the front page of the Contract, the Variable Price will be based on the Hourly Ontario Electricity Price ("HOEP") as set by the Independent Electricity System Operator ("IESO"). The natural gas includes the Compressor Fuel and Annual Volume/Load Balancing which are separate from the Utility or government/regulatory charges outlined in Section 1.

### **9.2 Variable Price Cancellation/Exit Fees**

Section 5.3 and Section 5.5 outlines the Cancellation Fees and Early Exit Fees. These sections apply to the

Fixed Price Option only. Where the Variable Price Option is selected, Section 5.3 and 5.5 applies only to the Fixed Price portion of the Contract Price. For the Variable Price component of the Contract Price for natural gas, the Cancellation Fees and Early Exit Fee will be \$0.05 per m3 for the variable portion of Your consumption, for either one year or the remainder of your Contract Length, whichever is less.

#### **Section 10. Blend and Extend**

The Blend and Extend Option would apply if the Business is on a Contract with Summitt and chooses to “extend” their Contract with Summitt. The Business may contact Summitt to request to blend their existing Price with a Price that Summitt is currently offering for an extension of their Contract. The Business may request the Blend and Extend option any time after one (1) year from when their current Contract goes into effect. The new Contract Price and Contract Length will replace the existing Contract Price and Length and the Cancellation/Early Exit fees will not apply, in the event the Blend and Extend option is selected.

#### **Section 11. Pool Balancing**

The Pool Balancing Adjustment, which may be a credit or a charge (not to exceed 1 cent per kWh for the total volume over the term of the Contract) and covers Summitt’s costs to balance the supply arrangement requirements for current and future customers.