

Jordan Small

From: Planet Energy (Ontario) Corp. <welcome@planetenergy.ca>
Sent: January-04-17 8:30 AM
To: Jordan Small
Subject: Planet Energy (Ontario) Corp. Application Form Confirmation - Contract No. PEON 20022012
Attachments: Agreement.pdf; Terms and Conditions_A.pdf; Electricity Disclosure Statement.PDF; Electricity Price Comparison.pdf; Gas Disclosure Statement.PDF; Gas Price Comparison.pdf; Terms and ConditionsB.pdf



January 4, 2017

Test Account
5255 Yonge Street
North York, ON, M2N6P4

Congratulations!

You have completed your energy supply agreement with Planet Energy (Ontario) Corp.. Your confirmation number for your agreement is 20022012. Please keep this email for your reference.

During your sign up process you made important representations to Planet Energy (Ontario) Corp. including that you are the utility account holder or the account holder's agent with respect to the utility accounts set out below.

Planet Energy (Ontario) Corp. is placing significant reliance on these representations. If these representations were made in error you must contact our Customer Service Operations immediately at 1-866-360-8569.

Customer Information:

Name: Test Account
Address: 5255 Yonge Street, North York, ON, M2N6P4
Main Phone: 4162507117
Email: jsmall@planetenergy.ca

Order Details (Natural Gas) Supply:

Utility: Enbridge Gas
Utility Account#: 123456789012
Program Detail: Natural Gas Stability Program for a 5 year term at a rate of 17.99 cents per m3.
Service Address: 5255 Yonge Street, North York, ON, M2N6P4

Order Details (Electricity) Supply:

Utility: Toronto Hydro

Utility Account#: 1234567890 1234567890

Program Detail: Electricity Stability Program for a 5-year term at a rate of 4.99 cents per kWh.

Service Address: 5255 Yonge Street, North York, ON, M2N6P4

What happens next?

As part of our quality assurance program, one of our customer service representatives will call you to verify your agreement. Once we have completed our internal review and processing, Planet Energy (Ontario) Corp. will submit your account to the Utility for enrollment and service with Planet Energy (Ontario) Corp. will commence within 30-90 days. In addition to this email you will receive a letter by mail confirming your agreement with Planet Energy (Ontario) Corp..

Why would my agreement be delayed?

Your agreement will not be processed if the information provided was incorrect. Should this occur, a customer service representative will contact you in order to confirm your information.

Attached you will find a copy of your Contract Summary, Disclosure Statement, Price Comparison and Terms and Conditions. If you haven't already done so, please print and keep a copy of this package for your records. Once your service has been transferred to Planet Energy (Ontario) Corp., your utility bill will show Planet Energy (Ontario) Corp. along with our customer service number.

For questions regarding your order, please call 1-866-360-8569.

Thank you,

Planet Energy (Ontario) Corp.

Planet Energy (Ontario) Corp.

5255 Yonge Street, Suite 1500
Toronto, ON M2N 6P4
www.PlanetEnergy.ca

Toll Free: 866.360.8569
Toll Free Fax: 855.360.3041
customerservice@planetenergy.ca

20022012



ELECTRICITY AND NATURAL GAS SUPPLY AGREEMENT

<u>Residential</u> APPLICATION TYPE	<u>N/A</u> BUSINESS NAME	<u>N/A</u> TITLE OF APPLICANT'S REPRESENTATIVE
<u>Mr Test</u> TITLE/FIRST NAME OF CUSTOMER	<u>Account</u> LAST NAME OF CUSTOMER	
<u>5255 Yonge Street</u> MAILING ADDRESS		<u>SUITE/UNIT #</u>
<u>North York</u> CITY	<u>ON</u> PROVINCE	<u>M2N6P4</u> POSTAL CODE
<u>416-250-7117</u> MAIN PHONE	<u>WORK PHONE</u>	<u>EXT.</u>
<u>jsmall@planetenergy.ca</u> EMAIL	<u>MOBILE PHONE</u>	
<u>CONTACT TIME</u>		
WEEKDAY - <input type="checkbox"/> 9AM - NOON <input type="checkbox"/> NOON - 5PM <input type="checkbox"/> 5PM - 9PM WEEKEND - <input type="checkbox"/> 10AM - NOON <input type="checkbox"/> NOON - 5PM		

CURRENT NATURAL GAS ACCOUNT

123456789012
NATURAL GAS UTILITY ACCOUNT NUMBER

Enbridge Gas
NAME OF UTILITY

Test Account
NAME OF ACCOUNT HOLDER (EXACTLY AS IT APPEARS ON YOUR BILL)

5255 Yonge Street
SERVICE ADDRESS (EXACTLY AS IT APPEARS ON YOUR BILL)

North York ON M2N6P4
CITY PROVINCE POSTAL CODE

CURRENT ELECTRICITY ACCOUNT

1234567890 1234567890
ELECTRICITY UTILITY ACCOUNT NUMBER

Toronto Hydro
NAME OF UTILITY

Test Account
NAME OF ACCOUNT HOLDER (EXACTLY AS IT APPEARS ON YOUR BILL)

5255 Yonge Street
SERVICE ADDRESS (EXACTLY AS IT APPEARS ON YOUR BILL)

North York ON M2N6P4
CITY PROVINCE POSTAL CODE

NATURAL GAS PRODUCT

Natural Gas Stability Program for a 5 year term at a rate of 17.99 cents per m3.

ELECTRICITY PRODUCT

Electricity Stability Program for a 5-year term at a rate of 4.99 cents per kWh.

I confirm that I am 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 Planet as the Customer's agent for such natural gas and/or electricity supply and related activities.

Customer has received a copy of, and has had time to read, understand, and agrees to be bound by, this Agreement including, without limitation, the Terms and Conditions, Disclosure Statement(s), Price Comparison Document(s) and the natural gas and/or electricity Price(s) set out in the Agreement.

This document is for informational and reference purposes only, and does not constitute a material part of the agreement.

[Empty box for customer signature]

CUSTOMER SIGNATURE

Test Account
CUSTOMER NAME

01/04/2017
DATE (MM/DD/YYYY)

Disclosure Statement

1 What you should know about electricity contracts **BEFORE** agreeing to switch your electricity supplier

- There is **no guarantee of savings** if you sign up for an electricity contract.
- A Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign up for an electricity contract. Your electricity service will continue without interruption.
- An electricity contract is only for the electricity that you use. You will **continue to pay other charges such as delivery charges and taxes** whether or not you sign up for an electricity contract.
- Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
- The Ontario Energy Board does not set prices included in a Retailer's electricity contract.

- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the "**Global Adjustment**".
- If you switch to a Retailer, you will have to pay your share of the Global Adjustment **in addition to the electricity contract price**.
- The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2 Comparing prices

- A Retailer must give you a separate sheet comparing the electricity contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website (www.ontarioenergyboard.ca) to do your own price comparisons and estimate your total monthly bill.

3 Know your rights

- Make sure you understand the electricity contract **before you agree to it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the electricity contract and all correspondence with a Retailer for your records.

4 What if you change your mind?

- You can cancel the electricity contract within 10 days of the day that the Retailer sends an electronic copy of the electricity contract, disclosure statement and price comparison to the e-mail address you provided.** You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- The Retailer will have someone call you within 10 to 45 days after they send you those electronic copies by e-mail to verify that you want to continue with the electricity contract.** You do not have to verify the electricity contract. If you do not verify the electricity contract it will become invalid. You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- You can also cancel the electricity contract up to 30 days after you receive your second bill under the electricity contract.** You will have to pay those bills but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- If you cancel after that, you may have to pay a cancellation fee.**

- This disclosure statement is not part of the electricity contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided below

I acknowledge that I have read and understood this Disclosure Statement.

Ce document est aussi disponible en français.

This disclosure statement can be made available in other languages upon request.



Ontario Energy Board

Price Comparison for Residential Electricity Consumers

This document is valid from November 1, 2016 to April 30, 2017

Part A – Regulated Price Plan (RPP) if you purchase your electricity from your utility

If you purchase your electricity from your utility, your electricity price is known as the “Regulated Price Plan” or RPP. RPP prices are set by the Ontario Energy Board, the independent regulator, and can change every six months (May 1st and November 1st). The table below shows the RPP prices that are in effect today for consumers on time-of-use pricing. The “Estimated Monthly Electricity Supply Cost” shown is **only for the cost of the electricity** that you use, which already includes a **forecast cost for the “Global Adjustment”** of 9.09 ¢ / kWh. You also have to pay other charges such as **delivery charges and regulatory charges** to your utility every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit www.ontarioenergyboard.ca.

The table below is based on a **residential consumer** who uses 750 kWh per month on time-of-use pricing and whose **pattern of electricity use** is: 65% of use in the off-peak period, 17% of use in the mid-peak period and 18% of use in the on-peak period. If your pattern of electricity use is different, your “Estimated Monthly Electricity Supply Cost” will also be different.

RPP Time-of-Use Prices

Off-peak	487.5 kWh	X	8.7 ¢ / kWh	=	\$ 42.41
Mid-peak	127.5 kWh	X	13.2 ¢ / kWh	=	\$ 16.83
On-peak	135.0 kWh	X	18.0 ¢ / kWh	=	\$ 24.30
Estimated Monthly Electricity Supply Cost					\$ 83.54

Time-of-use pricing is being phased in throughout the Province to replace tiered pricing. If you are still on tiered RPP pricing, your “Estimated Monthly Electricity Supply Cost” will be different. You can contact your utility to see when time-of-use pricing will apply to you.

Try the interactive online bill calculator at www.ontarioenergyboard.ca on the Ontario Energy Board’s website to do your own price comparisons and estimate your total monthly bill.



Part B – Contract price if you purchase your electricity from Planet Energy (Ontario) Corp.

The information below has been **prepared by the electricity Retailer** that gave you this document. It describes the contract price that is being offered to you. The contract price is **only for the cost of the electricity** that you use. You also have to pay other charges such as **delivery charges and regulatory charges** to your utility every month, as well as any taxes payable on your total monthly bill. You will also have to pay the **Global Adjustment** every month – a forecast cost is included below, but the actual amount can vary.

Offer continues on page(s) 2

I acknowledge that I have read and understood this price comparison.

Signature _____

Date _____

TABLE 1 - Estimated Electricity Supply Cost on your first bill

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	750		\$37.43
Forecast of the Global Adjustment ²	9.09	750		\$68.18
Forecast Balancing Credit or Charge ³	0.00	750		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			5.00	\$5.00
RPP Variance ⁵	0.097	750		\$0.73
Estimated Monthly Electricity Supply Cost				\$113.33

TABLE 2 - Estimated Electricity Supply Cost on second and subsequent bills

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	750		\$37.43
Forecast of the Global Adjustment ²	9.09	750		\$68.18
Forecast Balancing Credit or Charge ³	0.00	750		\$0.00
Administration Fee ⁴			5.00	\$5.00
Estimated Monthly Electricity Supply Cost				\$110.60

¹Planet Energy's Stability product is a fixed price per kWh that shall apply for the term of the Agreement.

²The Global Adjustment is a forecasted amount and will change with market conditions. You will pay this charge regardless of whether you sign with Planet Energy.

³The Forecast Balancing Credit or Charge may be either a credit or charge to you and will vary up or down with the variance between Planet Energy's customers' aggregate consumption utility delivery requirements and the cost to balance such variance.

⁴The Administration Fee is subject to change during the term of the Agreement and includes billing service costs and Ontario Energy Board assessed costs.

⁵The RPP Variance Settlement is a forecasted amount and will change with market conditions. Currently the RPP Variance is forecasted to be a credit.

I acknowledge that I have read and understood this price comparison.

Signature _____

Date _____

Disclosure Statement

1 What you should know about natural gas contracts before agreeing to switch your natural gas supplier

- There is **no guarantee of savings** if you sign up for a natural gas contract.
- A Marketer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign up for a natural gas contract. Your natural gas service will continue without interruption.
- A natural gas contract is for the natural gas that you use. A natural gas contract **may also include charges for transportation, storage or both**. Check the accompanying price comparison to see if these charges are included in the natural gas contract price or if you will continue to pay them to the utility at the utility price.
- You will **also continue to pay delivery and customer charges** whether or not you sign up for a natural gas contract.
- The Ontario Energy Board does not set prices included in a Marketer's natural gas contract.

2 Comparing prices

- A Marketer must give you a separate sheet comparing the natural gas contract price that you are being offered with the price currently charged by your utility.
- If your utility price is set by the Ontario Energy Board, try the interactive online bill calculator on the Board's website (www.ontarioenergyboard.ca) to do your own price comparisons and estimate your total monthly bill.
- You can also contact your utility for more information on your utility price.

3 Know your rights

- Make sure you understand the natural gas contract **before you agree to it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the natural gas contract and all correspondence with the Marketer for your records.

4 What if you change your mind?

- **You can cancel the natural gas contract within 10 days of the day that the Marketer sends an electronic copy of the natural gas contract, disclosure statement and price comparison to the e-mail address you provided.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- **The Marketer will have someone call you within 10 to 45 days after they send you those electronic copies by e-mail to verify that you want to continue with the natural gas contract.** You do not have to verify the natural gas contract. If you do not verify the natural gas contract it will become invalid. You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- **You can also cancel the natural gas contract up to 30 days after you receive your second bill under the natural gas contract.** You will have to pay those bills but you will not have to pay a cancellation fee. You will be switched back to your utility for your natural gas supply without any interruption in service.
- **If you cancel after that, you may have to pay a cancellation fee.**

- **This disclosure statement is not part of the natural gas contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about natural gas contracts and your rights.
- Questions about natural gas contracts or prices? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided below.

I acknowledge that I have read and understood this Disclosure Statement.

Ce document est aussi disponible en français.

This disclosure statement can be made available in other languages upon request.



Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)
 416-314-2455 (within the GTA or from outside Ontario)
consumerrelations@ontarioenergyboard.ca
www.ontarioenergyboard.ca

Price Comparison for Residential Natural Gas Consumers

This document is valid from January 1, 2017 to March 31, 2017

Part A – Regulated prices if you purchase your natural gas from Enbridge Gas Distribution Inc.

If you purchase your natural gas from Enbridge Gas Distribution Inc., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The “Estimated Monthly Gas Supply & Transportation Cost” shown is for the **cost of the natural gas** that you use and for **related transportation costs**. Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit www.ontarioenergyboard.ca.

This table is based on a **residential consumer who uses 2,400 m³ per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your “Estimated Monthly Gas Supply & Transportation Cost” will also be different.

Gas Supply	200 m ³	X	10.5285	¢ / m ³	=	\$ 21.06
Transportation	200 m ³	X	5.2812	¢ / m ³	=	\$ 10.56
Estimated Monthly Gas Supply & Transportation Cost						\$ 31.62

Try the interactive online bill calculator at www.ontarioenergyboard.ca on the Ontario Energy Board’s website to do your own price comparisons and estimate your total monthly bill.



Part B – Contract price if you purchase your natural gas from Planet Energy (Ontario) Corp.

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation costs**. This part also shows you whether transportation and/or storage costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

Below you will find two pricing tables. When you enter an agreement with Planet Energy there are two ways in which your gas transportation charge may appear on your bill – either as a charge from Enbridge or as a charge from Planet Energy. Which of these two ways is determined by whether Enbridge considers you a Western transportation customer or an Ontario transportation customer. The first table below shows your transportation charge if charged by Enbridge (for Western transportation customers) and the second table shows your transportation charge if charged by Planet Energy (Ontario transportation customers). If you would like to know whether you are a Western transportation customer or an Ontario transportation customer, you must call Enbridge’s customer service centre. Their phone number can be found on your Enbridge bill.

I acknowledge that I have read and understood this price comparison.

Signature _____

Date _____

TABLE 1 - Estimated Natural Gas Supply Cost (Western transportation customers).

	Volume (m ³)	Price (¢/m ³)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	200	17.99		\$35.98
Transportation - Utility Price	200	5.2812		\$10.56
Forecast Balancing Credit or Charge ²	200	0.00		\$0.00
Administration Fee ⁴			5.00	\$5.00
Estimated Monthly Gas Supply & Transportation Cost				\$51.54

TABLE 2 - Estimated Natural Gas Supply Cost (Ontario transportation customers).

	Volume (m ³)	Price (¢/m ³)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	200	17.99		\$35.98
Transportation - Planet Energy Price ³	200	6.99		\$13.98
Forecast Balancing Credit or Charge ²	200	0.00		\$0.00
Administration Fee ⁴			5.00	\$5.00
Estimated Monthly Gas Supply & Transportation Cost				\$54.96

¹Planet Energy's Stability product is a fixed price per m3 that shall apply for the term of the Agreement.

²The Forecast Balancing Credit or Charge may be either a credit or charge to you and will vary up or down with the variance between Planet Energy's customers' aggregate consumption utility delivery requirements and the cost to balance such variance.

³The Planet Energy Price for transportation is variable and may change over the term of your Agreement. This price is determined based on Planet Energy's estimate of gas transportation costs and will vary with changes in Planet Energy's transportation costs.

⁴The Administration Fee is subject to change during the term of the Agreement and includes billing service costs and Ontario Energy Board assessed costs.

I acknowledge that I have read and understood this price comparison.

Signature _____

Date _____



CONTRACT TO BUY ELECTRICITY AND NATURAL GAS FOR A HOME
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

<p>Energy Retailer information</p>	<p>Planet Energy (Ontario) Corp. (“Planet Energy”) ER-2011-0409, GM-2013-0269. Planet Energy (Ontario) 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-2011-0409 and our natural gas licence number is GM-2013-0269. Section 7 tells you how to contact us for different reasons.</p>
<p>Your information</p>	<p>Account Holder Per Gas Bill: Test Account Account Holder Per Elec Bill: Test Account 416-250-7117 jsmall@planetenergy.ca</p>
<p>Address of the Home to be supplied under this Contract</p>	<p>5255 Yonge Street, , North York, ON, M2N6P4 Gas Acct #: 123456789012 Elec Acct #: 1234567890 1234567890</p>
<p>Contract Price: What you pay for electricity and natural gas under this Contract</p>	<p>Type of Contract Price:</p> <p><u>Natural Gas</u> <input checked="" type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input type="checkbox"/> Other</p> <p><u>Electricity</u> <input checked="" type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input type="checkbox"/> Other</p> <p>Variable Price (electric) equal to HOEP plus Planet Energy margin and Monthly Administration fee*. Variable Price (gas) equal to the weighted average of Planet Energy’s supply term purchases, plus Planet Energy margin and Monthly Administration fee*. Fixed Price is equal to the Contract Price, plus Energy Balancing** and Monthly Administration fee*. Flat Price, we call this ReliaBILL, is equal to the Contract Price. Other, we call this Peak Protection, is equal to the Contract Price, plus Energy Balancing and Monthly Administration fee*. * The monthly administration charge is currently \$5.00 per month. ** The Energy Balancing Amount payable by or to Customer will be charged or credited on Customer’s bill(s) and the Energy Balancing Amount will not exceed, on average, a debit or credit of</p>

	<p>\$0.015 per kWh or \$0.05 per m³ in any contract year.</p> <p>Section 4.2 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 Home. 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 \$0.0909/kWh for the month of November 1, 2016 to April 30, 2017. But the amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Contract Length	<p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your electricity and natural gas from Planet Energy for:</p> <p><input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" 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>Section 3.3 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 Energy Consumer Protection Act 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>Section 5.1 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>Section 5.2 tells you about your rights to end this Contract.</p> <p>Section 5.3 tells you about Cancellation Fees.</p>
Our rights to end this Contract	<p>We can end this Contract for different reasons, please see Section 5.4 for further details. If we end the Contract, you may have to pay an Early Exit Fee.</p> <p>Section 5.4 tells you about our rights to end this Contract.</p> <p>Section 5.5 tells you about Early Exit Fees.</p>

TERMS AND CONDITIONS OF ELECTRICITY AND NATURAL GAS FOR A HOME

2. What words mean in this Contract

“We”, “us” and “our” refer to *Planet Energy (Ontario) Corp.*

“You” and “your” refers to the person 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 Home.

“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 Home.

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

“Home” is the property that is supplied with electricity and natural gas under this Contract as shown in section 1.

3. Supply of electricity and natural gas and billing

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

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply electricity and natural gas to the Home.

3.2 Enrolling you as a new customer

Before we provide electricity and natural gas for the Home, 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 Home. 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 Home.

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 Home 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 Home 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 Home 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 Home under this Contract within 120 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 Home. 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 Home 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. However, you may no longer be able to stay on your Electricity Utility’s equal billing plan.

We reserve the right to bill you directly.

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 Home, other than any electricity that is supplied by a generator that is on or directly connected to the Home.

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 Home. Electricity use is measured in kilowatt hours or “kWh”.	The price for the natural gas used in the Home. 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 Price. 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:
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What you have to pay your Electricity Utility to bring electricity to the Home.

What you have to pay your Gas Utility to bring natural gas to the Home, 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 www.ontarioenergyboard.ca/OEB/Consumers. The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.

Taxes

Taxes

4.4 How you pay, deposits, late payments etc.

You are not required to pay any deposits or late payments directly with Planet Energy. However, you may be subject to such with your Gas or Electricity Utility.

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 you move out of the Home for good.
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 spouse or 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 Cancellation Fee cannot be more than \$50, unless the Home used more than 15,000 kWh of electricity or more than 3,500 m³ of natural gas in the 12 months before you end this Contract. If the Home used more than 15,000 kWh of electricity in the 12 months before you end this Contract, the highest Cancellation Fee for electricity is:

\$0.015 x [amount of electricity used in the Home in those 12 months ÷ 12] x # of months or part months left to go in the Contract Length.

If the Home used more than 3,500 m³ of natural gas in the 12 months before you end this Contract, the highest Cancellation Fee for gas is:

\$0.05 x [amount of gas used in the Home 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: You agree that Planet may terminate this Agreement before the end of the Term for the Premises, without penalty or liability to Planet Energy and without prejudice to enforcement of any legal right or remedy available to Planet Energy if: (a) You fails to pay for Electricity and/or Gas hereunder or any other amounts payable on your Utility bill or due to Planet Energy; (b) You attempt to cancel or terminate this Agreement; (c) You appoint another person or company as your Electricity and/or Gas supplier or agent; (d) You breach or are in default of any other terms of this Agreement; (e) Planet is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, OEB codes/rules or other OEB documents, IESO Market Rules, or any other change in law (collectively, "Change in Law") which materially and adversely affects Planet Energy's Electricity retailing and/or Gas marketing business; or (g) You, or to the extent your obligations hereunder are guaranteed, you guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against you or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay your debts when due; (iv) has a receiver, trustee or similar official appointed with respect to you or substantially all of your assets.

5.5 Early Exit Fees

Your Early Exit Fees, if you exit the Agreement prior to the end of the Term of the Agreement, are the same as outlined in Section 5.3 above.

6. Transferring the Contract

Planet Energy in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without your consent. You may not assign this Agreement without Planet Energy's written consent. This Agreement shall be binding upon and enure to the benefit of Planet Energy's and your respective successors and assigns.

7. How to Contact Us...

You may contact Planet Energy at the following: (i) by phone: 1-866-360-8569, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergy.ca, (iv) through Planet's website www.planetenergy.ca, or (v) by mail: Planet Energy (Ontario) Corp., Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4.

7.1 If you have a complaint or question

If you has any questions, complaints or concerns about this Agreement, including requesting information or to renew, cancel or extend the Term of the Agreement, or anything related to applicable privacy legislation,

Customer may contact Planet Energy at the following: (i) by phone: 1-866-360-8569, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@planetenergy.ca, (iv) through Planet's website www.planetenergy.ca, or (v) by mail: Planet Energy (Ontario) Corp., Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4. If you are unable to resolve any concerns with Planet Energy, you may contact the OEB's customer service centre at 1-877-632-2727. 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

7.2 To renew or extend this Contract

Non-applicable.

7.3 To change your mind or end this Contract

Please see Section 5 above.

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.

Nothing in this contract negates or varies the consumer's rights to cancel the contract under and in accordance with the Act and this Part.

If the consumer permanently moves out of the premises to which the electricity or gas is provided under the contract, the consumer may, without cost or penalty, cancel the contract.

You consent to Planet Energy recording telephone conversations between your and Planet Energy and maintaining such recordings in accordance with the Electronic Commerce Act, 2000 (Ontario).

In case of emergency you should contact your Utility and not Planet Energy. This Agreement is the entire agreement between your and Planet Energy and replaces and supersedes any prior written or oral agreement(s) between Planet Energy and you. You did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada therein. If Planet Energy is unable to perform any of its obligations hereunder or is unable to supply Electricity or Gas at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of your Utility), Planet Energy shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, you agrees that you will pay Planet Energy for its actual cost of supply. This Agreement, when completed by you, is subject to approval and acceptance of

Planet Energy, in its sole discretion, your Utility's acceptance of your enrolment as a Planet Energy customer, and, as applicable, your verification of the Agreement. Planet 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 Utility systems, service interruptions, loss or termination of service, deterioration of Utility services, or meter readings. Should any of these Terms and Conditions 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. You agree to indemnify and save harmless Planet Energy, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet Energy and their affiliates and related entities (collectively, "Planet and its Representatives") from any and all losses, damages, injuries, liability or costs that any of Planet and its Representatives sustains or incurs as a consequence of Planet Energy acting as your agent and supplier, or is the consequence of any act or omission by you relating to the supply or delivery of Electricity and/or Gas to the Premises including, without limitation, any claim resulting from any default or breach by you, or any failure by you to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the Utility. You acknowledge that Planet Energy relies on this Agreement as security to obtain a supply of Electricity and/or Gas for you.

You hereby grant to Planet Energy 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, Planet Energy as a security deposit, or as prepayment for Electricity and/or Gas to be delivered hereunder. You agree to take such action as Planet Energy 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 Planet Energy. You agree that Planet Energy may realize on the proceeds of the security deposit or prepayment without first having to pursue such remedy in a court of law on three (3) days' notice to you. Planet Energy will apply the proceeds of the collateral realized upon to the exercise of any such rights or remedies to reduce your obligations under this Agreement (where you remain liable for any amounts owing to Planet Energy after such application), subject to Planet Energy's obligation to return any surplus proceeds remaining after your obligations are satisfied in full. 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. Execution of the Agreement may be evidenced by means, including, but not limited to, 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.

In addition to Section 4 of the Agreement above, you will pay as applicable the Energy Balancing and Monthly Administration fees, described further herein.

In respect of the Gas Fixed Rate or Electricity Fixed Rate, Hybrid Rate, Peak Protection Rate or Gas reliaBILL or reliaBILL-Step-Up Rate as applicable, you understand and agree that you will also pay (or receive payment) for the Energy Balancing Amount (defined below). You understand that in order for Planet Energy to be able to

supply Electricity and/or Gas to its existing and prospective customers, Planet Energy enters into supply arrangements to meet the forecasted consumption of such customers. These forecasts are based on historical consumption data, load shapes and/or usage estimates. To the extent that actual pooled consumption of Planet Energy's customers varies from supply arrangements and/or Customer's Utility delivery requirements, Planet Energy will incur a cost and/or a benefit in balancing and settling its supply arrangements with such pooled consumption. In respect of Electricity and/or Gas, you agree to pay or receive, as applicable, your pro rata share (based on your consumption) of the cost or benefit to Planet Energy to balance and settle the variance between pooled consumption and supply arrangements (the "Energy Balancing Amount"). The Energy Balancing Amount payable by or to you will be charged or credited on your bill(s) and the Energy Balancing Amount will not exceed, on average, a debit or credit of \$0.015 per kWh or \$0.05 per m3 in any contract year. Planet Energy will charge an administrative fee of \$0.0005 per kWh or \$0.005 per m3, to your account for amounts attributable to such variances. Further, you agree to pay any amounts charged or billed to Planet Energy or you by your Utility, the OEB or any other regulatory or government entity, including any taxes, delivery, regulated transmission, regulated distribution, pipeline, compressor fuel, debt retirement, uplift, congestion, locational marginal pricing, invoice market participant, rural rate protection, service, billing, global adjustment or similar or related changes and any, deposits, interest or late payment fees or other amounts in connection with the supply and delivery of Electricity and/or Gas to the Premises (collectively, "Regulatory Charges"), and in respect of any such Regulatory Charges billed to Planet Energy, Planet Energy shall pass them through to you. you also agree to pay any Regulatory Charges and fees charged to Planet Energy by your Utility, and/or Planet Energy's service providers (for Low-Volume Consumers and in respect of electricity supply, this is currently \$5.00 per month, and in respect of gas supply this is currently \$5.00 per month), and a one-time enrolment and de-enrolment charge of \$2.00, all of which may be subject to change at any time, and all applicable taxes including HST. You further understands that, in respect of Electricity supply, you may be subject to a one-time credit or charge known as the RPP variance settlement and that this will appear on your Utility bill.

In addition to Section 4 of the Agreement above, you will pay the Contract Price, as selected by you and outlined above. The contract Price is further described herein.

You agree that the price that you will pay to Planet Energy for Electricity and/or Gas throughout the Term shall be the amount per cubic metre ("m3") of Gas and/or kilowatt hour ("kWh") of Electricity multiplied by your Electricity and/or Gas consumption, plus all other amounts payable by you with respect to the supply or delivery of Electricity and/or Gas as set out above and as further described herein (collectively, the "Price"), however Price does not include Regulatory Charges (defined above). If you have selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out above. If you have selected: (a) Gas Fixed Rate or Step-Up Rate on the Application, your Price will be based on the Fixed Rate(s) selected on the Application, plus Planet's compressor fuel and transportation charges, administrative and transaction costs; (b) Gas Variable Rate on the Application, your Price will be based on variable price equal to the weighted average of Planet Energy's short and medium term supply purchase costs plus Planet Energy's compressor fuel and transportation charges, administrative and transaction costs, marketing and overhead charges and margin (collectively, the "Gas Variable Rate") (Planet Energy agrees that the Gas Variable Rate shall not exceed an average of \$0.60 per m3 during the Term); (c) Gas Hybrid Rate on the Application, your Price will be based on the Gas Variable Rate multiplied by 50% plus the Fixed Rate selected on the Application;

or (d) Gas reliaBILL or reliaBILL-Step-Up Rate on the Application, your Price will be based on a fixed and flat monthly charge as selected by you on the Application (the “Monthly Charge”) and will not change during the Term of the Agreement if you consume less than 3,300 m3 per year (the “Threshold”); however, if your consumption exceeds the Threshold, Planet Energy will charge and you agree to pay the Monthly Charge plus Planet Energy’s Gas Variable Rate as outlined in (b) above, for all amounts consumed over the Threshold. If you choose Planet Energy’s Green Program, an additional \$4.25 per month will be included in your Price for the Gas reliaBILL or reliaBILL Step-up Rate, or an additional \$0.0175 per m3 will be included in your Price for any other Gas rate.

If you have selected: (a) Electricity Fixed Rate on the Application, your Price will be based on the Fixed Rate selected on the Application; (b) Electricity Variable Rate, your Price will be based on a variable price equal to the weighted Hourly Ontario Electricity Price (“HOEP”) as published by the Independent Electricity System Operator (the “IESO”) applied to your respective weighted hourly consumption, which weighted hourly consumption data will be obtained from your Utility, or in the absence of available weighted hourly consumption data from your Utility, Planet Energy will estimate your weighted hourly consumption based on your Utility’s net system load shape, as applicable to your billing period, plus Planet Energy’s marketing and overhead charges and margin (collectively, the “Electricity Variable Rate”) (Planet Energy agrees that the Electricity Variable Rate shall not exceed an average of \$0.15 per kWh during the Term.); (c) Electricity Hybrid Rate, your Price will be equal to the Electricity Variable Rate multiplied by 50% plus the Electricity Fixed Rate selected on the Application; or (d) Electricity Peak Protection, your Price will be based on the Fixed Rate selected on the Application, applied to your respective weighted hourly consumption, which weighted hourly consumption data will be obtained from your Utility, or in the absence of available weighted hourly consumption data from your Utility, Planet Energy will estimate your weighted hourly consumption based on your Utility’s net system load shape, as applicable to your billing period, on and from Monday through Friday, for the hours starting at 7:00am EST and ending 11:00pm EST (the “Peak Advantage Time”), and you understands that for your respective weighted hourly consumption outside of the Peak Advantage Time, your Price will be the Electricity Variable Rate. If you chooses Planet’s Green Program, an additional \$0.0085 per kWh will be added to your price for any Electricity rate.



Nino C. Silvestri

Co-CEO