

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, (Schedule B);

AND IN THE MATTER OF a Notice of Intention to Make an Order for Compliance and Payment of an Administrative Penalty against Planet Energy (Ontario) Corp. (ER-2011-0409) (GM-2013-0269)

**RESPONDING MOTION RECORD OF BOARD ENFORCEMENT STAFF
(Planet Energy Motion for Third Party Records)**

July 14, 2017

STOCKWOODS LLP

Barristers

Toronto-Dominion Centre

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Toronto ON M5K 1H1

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Lawyers for the Ontario Energy Board
Enforcement Staff

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Lawyers for Planet Energy

AND TO: [REDACTED]

AND TO: [REDACTED]

AND TO: [REDACTED]

AND TO: [REDACTED]

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File No. EB-2017-0007

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, (Schedule B);

AND IN THE MATTER OF a Notice of Intention to Make an Order for Compliance and Payment of an Administrative Penalty against Planet Energy (Ontario) Corp. (ER-2011-0409) (GM-2013-0269)

AFFIDAVIT OF EPHRY MUDRYK
(sworn July 13, 2017)

I, Ephry Mudryk of the City of Vaughan, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a law clerk with Stockwoods LLP, counsel for the Ontario Energy Board Enforcement Staff ("Staff"), in this enforcement proceeding. As such, I have personal knowledge of the matters contained in this affidavit, except where I indicate that my knowledge is based on information and belief, in which case I believe it to be true.

Communications between Staff and [REDACTED]

2. On May 5, 2017, in response to a request from Staff, [REDACTED] provided (via email) a 43-page scanned PDF containing emails, contracts, a business card, and other documentation relating to Planet. A true copy of this email is attached hereto and marked as Exhibit "A" to this affidavit.

3. On July 7, 2017, Ms. [REDACTED] responded to the receipt of the OEB's amended Procedural Order No. 2, stating: "Kindly be advised that, everything I had was provided and emailed on May 5, 2017." The attachment to this email is identical to the attachment on the May 5, 2017 email. A true copy of this email (without attachment) is attached hereto and marked as Exhibit "B" to this affidavit.

Communications between Staff and [REDACTED]

4. On June 18, 2017, in response to inquiries from Staff, [REDACTED] advised: "Everything I have received from Planet Energy and the OEB I have forwarded to Mr. [REDACTED] to ensure it is filed securely." A true copy of this email is attached hereto and marked as Exhibit "C" to this affidavit.

Communications between Staff and [REDACTED] [REDACTED]

5. On June 2, 2017, in response to a request from Staff for the names of certain individuals referenced in his witness statement, [REDACTED] [REDACTED] stated: "I don't think I want to provide names as I have already been threatened." A true copy of this email is attached hereto and marked as Exhibit "D" to this affidavit.

6. I have listened to a June 9, 2017 call between Mr. [REDACTED] Birgit Armstrong (OEB Staff) and Chris Marijan (OEB Staff). In that call, Mr. [REDACTED] stated that he would provide Staff with the documents requested by Planet's counsel, but then states:

"...the only thing that I'm not comfortable with doing is naming names at ACN, because I've already been threatened, so that's going to be out of the question... There's some people that are ACN IBOs and a couple of them involved are very high up in

ACN, and I think that if this comes out, there's a couple of people who would probably be in jeopardy of losing their licence..."

Disclosure to Planet Energy

7. I am advised by Justin Safayeni, and believe it to be true, that all of the communications discussed in this affidavit (Exhibits "A" through "D", plus the phone call described in paragraph 6) were disclosed by Staff to Planet Energy on or before July 11, 2017. In addition, Ms. [REDACTED] July 7th email (Exhibit "B") was sent directly to Planet Energy's counsel in this proceeding, Glenn Zacher.

SWORN BEFORE ME at the city of
Toronto, on July 13, 2017.



Commissioner for taking affidavits



EPHRY MUDRYK

THIS IS **EXHIBIT "A"** TO THE
AFFIDAVIT OF **EPHRY MUDRYK**
SWORN BEFORE ME
THIS 13th DAY OF JULY, 2017


A COMMISSIONER ETC.

Ephry Mudryk

From: [REDACTED] <[REDACTED]@gmail.com>
Sent: Friday, May 05, 2017 12:56 PM
To: Birgit Armstrong
Subject: TRIM: Re:Requested Documents (Mr. [REDACTED] and ACN or Planet Energy)
Attachments: 2017_05_05_12_39_46.pdf

Good afternoon ,
Kindly consider the requested materials.
Regards,
[REDACTED]



[REDACTED] <[REDACTED]@gmail.com>

Document Request_ACN_Planet Energy

1 message

Birgit Armstrong <Birgit.Armstrong@oeb.ca>

Wed, Apr 26, 2017 at 10:23 AM

To: "[REDACTED] ([REDACTED]@gmail.com)" <[REDACTED]@gmail.com>

Cc: Chris Marijan <Chris.Marijan@oeb.ca>

Dear Ms. [REDACTED],

Planet Energy has requested an oral hearing for the OEB to determine this matter. Please provide any relevant documents in this case. Document may include, but not limited to, any dealings with Mr. [REDACTED] and ACN or Planet Energy.

Please arrange for delivery of this to the OEB and direct it to the attention of Birgit Armstrong. The address for the OEB is 2300 Yonge street, suite 2700, Toronto, Ontario M4P 1E4.

If you can provide this information to us as soon as possible that would be most appreciated.

Thank you,

Birgit Armstrong

Advisor, Investigations

Ontario Energy Board

416-544-5162

birgit.armstrong@oeb.ca

*Emailed as Requested
05-05-2017*

For general enquiries please contact the Industry Relations at: IndustryRelations@oeb.ca

* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other *Act*.

Please note my email address has changed to birgit.armstrong@oeb.ca.

This electronic transmission, including any accompanying attachments, may contain information that is confidential, privileged and/or exempt from disclosure under applicable law, and is intended only for the recipient(s) named above. Any distribution, review, dissemination or copying of the contents of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and permanently delete the copy you have received.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

FAX

To:
Ms. Chris Marijan

From:
RHC

Fax: 4164407656

Fax:

Date: 29/12/2016 15:37:27

Pages: 4

Subject: 2016_12_29_15_35_17.pdf

signed and faxed.
your consideration is appreciated.

**IN THE MATTER OF the Ontario Energy Board Act, 1998,
S.O. 1998, c. 15, (Schedule B);**

**AND IN THE MATTER OF Planet Energy (Ontario) Corp. (Planet Energy)
Licence Numbers ER-2011-0409 and GM-2013-0269**

WITNESS STATEMENT OF [REDACTED]; [REDACTED]

My name is [REDACTED] [REDACTED] and I reside in the Town of Richmond Hill in the Province of Ontario.

1. I am the account holder of the electricity account with PowerStream Inc. (PowerStream).
2. In April 2015 I recall that salesperson [REDACTED] ([REDACTED]) came into my work place. I am the office manager at a doctor's office that [REDACTED] attends. He asked me to sign an electricity contract for my personal residence through ACN/Planet Energy (collectively, Planet Energy) because the electricity program would save me money.
3. [REDACTED] informed me that he could enter me into a contract without any hassle. He asked me to provide him with a copy of my electricity bill and my email address. My understanding was that he would be able to enroll me into a contract on my behalf, without me being present. [REDACTED] took a picture of my bill with his phone.
4. I do not recall whether [REDACTED] was wearing a badge or uniform when selling the energy contract to me because he was wearing a jacket.
5. I felt comfortable entering into a contract with [REDACTED] because I have known him for a long time. I believed him when he said the Planet Energy contract would save me money.
6. On April 29, 2015, I received an email confirmation from Planet Energy informing me that I was enrolled into their agreement. I only reviewed the terms and conditions, but not the price comparison attachment. Prior to this, I was never given (and had never reviewed) any of the contract's terms (or the disclosure statement and price comparison).

7. For further clarity, I did not enrol myself into a contract with Planet Energy, was not present when [REDACTED] enrolled me, and did not review any documents prior to enrolling.
8. When I received my first bill with Planet Energy's name on it, dated September 11, 2015, I found the cost of electricity to be higher with Planet Energy compared to what I was previously paying to PowerStream. I called Planet Energy and the telephone agent informed me that the Global Adjustment was high. He suggested that I stay on my contract for another month (when I get my next bill) and that I should see savings on the following month's electricity bill because the global adjustment would go down.
9. I called Planet Energy approximately a month later after I received my next bill because I did not see any savings. I was told that I had to pay \$250 plus tax to cancel my electricity contract with Planet Energy.
10. I confronted [REDACTED] and asked why he did not provide me information on the Global Adjustment. [REDACTED] could not explain the Global Adjustment. He did not appear to understand anything about Global Adjustment. He reiterated to me that I was supposed to be saving money and could not explain why my electricity bill went up higher. [REDACTED] told me that he felt bad about signing me up because he understood that consumers would be saving money. He also told me that he signed his friends and relatives into a contract as well.
11. I called Planet Energy again and wanted to speak with the manager, but no one was available. I continued to call to request to speak to a manager because I wanted to have the contract cancelled with no penalty. A couple of days later, a Planet Energy Manager called me at 7:30 pm and repeated the same information, that it would cost me \$250 + tax to cancel the contract.
12. Following that, on or around January 26, 2016, I called PowerStream a couple of times to get an explanation about the Global Adjustment on my electricity bills. I was not getting a satisfactory answer and staff at PowerStream provided me with the telephone number of the Ontario Energy Board's (OEB) for assistance.
13. On January 27, 2016, I called the OEB and lodged a complaint. Following that call, on Feb 22, 2016, I received a confirmation that my contract was cancelled although in reality it was cancelled on May 30, 2016.

14. This situation has caused me and my family a lot of stress. My family was very upset with me because we did not save any money while our electricity was being supplied by Planet Energy. I feel that I was tricked into agreeing to this contract because I didn't have the whole picture and [REDACTED] should have provided me with all the information related to the contract. I don't want this same situation to happen to other people, especially those who have a language barrier.
15. On May 9, 2016, after speaking to Andy Chung at the Ontario Energy Board, I looked for the email provided by Planet Energy on April 29, 2015 and forwarded a copy to Andy.


Signature

2016-12-29
Date



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

Page 1 of 1

Account Number	[REDACTED]
Statement Date	JUL 11, 2016
Amount Due	\$376.41
Due Date	AUG 02, 2016

A 1.5% late payment charge will be calculated and applied if received after due date E&OE

Bill # [REDACTED]

Service Location: [REDACTED]

Premise # [REDACTED]

Residential

*The Debt Retirement Charge was removed for certain residential consumption after Dec. 31, 2015. Learn more at Ontario.ca/DRC

*In the event of a postal service disruption, it is important that you stay informed of your account balance and make your bill payments on time to prevent late payment charges. Be prepared and enroll in our eBilling service now.

*Energy provided through STANDARD SERVICE SUPPLY

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	[REDACTED]	05/06/2016	07/07/2016	62	85614.170	87787.290	Regular	1.0	2173.120 KWH	1.034500	2248.093

Your Previous Charges

Amount of Last Bill 519.42
Payment Received May 30, 2016 - Thank you 519.42 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity

Summer-On-Peak 224.46 kWh @ \$0.18 40.40
Summer-Mid-Peak 352.71 kWh @ \$0.132 46.56
Summer-Off-Peak 1,595.95 kWh @ \$0.087 138.85
Delivery 93.29
Regulatory 14.00
Debt Retirement Charge 0.00
Debt Retirement Charge Exemption Saved You \$15.21 0.00

Your Total Electricity Charges \$333.10

HST (HST Registration 857503346) \$43.31

Total Amount Due \$376.41

Daily Average Electricity Usage

Read Date	# of Days	kWh per day
JUL 07 16	62	35.05
MAY 06 16	60	34.11
MAR 07 16	61	37.20
JAN 06 16	61	36.69
NOV 06 15	59	28.56
SEP 08 15	62	37.56
JUL 08 15	66	29.77
MAY 03 15	61	34.23
MAR 03 15	57	39.44
JAN 05 15	60	38.48
NOV 06 14	60	28.67
SEP 07 14	62	28.98
JUL 07 14	62	30.77

1794740698
28 July 2016
\$376.41



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

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██████████ ██████████ ██████████
██████████ ██████████
██████████ ██████████ ██████████

Bill # ██████████ 1

Service Location: ██████████

Premise # ██████████

Residential

Account Number	To be used for payments ██████████
Statement Date	MAY 11, 2016
Amount Due	\$519.42
Due Date	MAY 30, 2016

A 1.5% late payment charge will be calculated
and applied if received after due date
E&OE

\$519.42
May 30/2016 / *H26430276*

*The Debt Retirement Charge was removed for certain residential consumption after Dec. 31, 2015. Learn more at Ontario.ca/DRC

*Electricity Rates have changed effective May 1, 2016, go to www.PowerStream.ca for information.

*Go paperless! Sign up for eBilling at www.powerstream.ca

*Choose to WM! eBilling customers now have a chance to win a tablet valued up to \$1000.

*Energy provided through PLANET ENERGY ONTARIO CORP for contract inquiries please call: 1-866-360-8569

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	██████████	03/07/2016	05/06/2016	60	83567.460	85614.170	Regular	1.0	2046.710 KWH	1.0345	2117.321

Your Previous Charges

Amount of Last Bill 507.94
Payment Received Mar 27, 2016 - Thank you 507.94 CR

Balance Forward **\$0.00**

Your Electricity Charges

Electricity

Global Adjustment 818.684 kWh @ \$0.09022 73.86
Electricity provided by Planet 135.47
Global Adjustment 1,023.355 kWh @ \$0.12115 123.98
Global Adjustment 204.671 kWh @ \$0.10405 21.30
Delivery 92.35
Regulatory 12.70
Debt Retirement Charge 0.00
Debt Retirement Charge Exemption Saved You \$14.33 0.00

Your Total Electricity Charges **\$459.66**

HST (HST Registration 857503346) **\$59.76**

Total Amount Due \$519.42

Daily Average Electricity Usage

Read Date	# of Days	kWh per day
MAY 06 16	60	34.11
MAR 07 16	61	37.20
JAN 06 16	61	36.59
NOV 06 15	59	26.56
SEP 08 15	62	37.56
JUL 08 15	66	29.77
MAY 03 15	61	34.23
MAR 03 15	57	39.44
JAN 05 15	60	38.48
NOV 06 14	60	28.67
SEP 07 14	62	26.96
JUL 07 14	62	30.77
MAY 06 14	61	37.69



Customer Service 1-877-963-6900
8:00 am. To 4:30 (Mon-Fri)
www.PowerStream.ca

Page 1 of 1

██████████ N ██████████
██████████ E ██████████
██████████ P ██████████

Bill # ██████████

Service Location: ██████████

Premise # ██████████

Residential

Account Number	To be used for payments
Statement Date	MAR 10, 2016
Amount Due	\$507.94
Due Date	MAR 29, 2016

A 1.5% late payment charge will be calculated
and applied if received after due date
E&OE

*The Debt Retirement Charge was removed for certain residential consumption after Dec. 31, 2015. Learn more at Ontario.ca/DRC

*Regulatory charges have changed effective Jan 1, 2016. Visit www.PowerStream.ca for more information on rates and charges.

*Usage history graphs are being finalized and will be presented on your bill this Spring. Visit us at www.PowerStream.ca, My Account, Usage History.

*Go paperless! Sign up for eBilling at www.powerstream.ca

*Energy provided through PLANET ENERGY ONTARIO CORP for contract inquiries please call: 1-866-360-8569

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	██████████	1/06/2016	3/07/2016	61	81298.510	83567.460	Regular	1.0	2288.950 KWH	1.0345	2347.229

Your Previous Charges

Amount of Last Bill 474.86
Payment Received Jan 27, 2016 - Thank you 474.86 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity
Global Adjustment 929.898 kWh @ \$0.08423 78.33
Electricity provided by Planet 122.71
Global Adjustment 1,078.681 kWh @ \$0.10384 112.01
Global Adjustment 260.371 kWh @ \$0.09022 23.49
Delivery 98.88
Regulatory 14.08
Debt Retirement Charge 0.00
Debt Retirement Charge Exemption Saved You \$15.88 0.00

Your Total Electricity Charges \$449.50

HST (HST Registration 857503346) \$58.44

Total Amount Due \$507.94

paid 27 March 2016
143736311

Please return this slip with your payment



Account Number	To be used for payments
Amount Due	\$507.94
Amount Paid	

A 1.5% late payment charge will be calculated
and applied if received after due date
E&OE



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

10 May
Planet
H20325553
27 Jan - 2016
\$474.86 paid

Page 1 of 1

Bill # [REDACTED]

Service Location: [REDACTED]

Premise # [REDACTED]

Residential

1-855-360
3041

ATT: #10032673
contract

Pis call e 905-709-1462

Account Number	To be used for payments
Statement Date	JAN 11, 2016
Amount Due	\$474.86
Due Date	FEB 01, 2016

A 1.5% late payment charge will be calculated and applied if received after due date E&OE

PowerStream \$338.49 / \$239.165

#105

1-2 Billing

*The Debt Retirement Charge was removed for certain residential consumption after Dec. 31, 2015. Learn more at Ontario.ca/DRC

*Electricity Rates have changed effective Nov 1, 2015. Go to www.PowerStream.ca for information.

*Usage history graphs are coming soon. Until then, visit www.PowerStream.ca, My Account, Usage History.

*Go paperless! Sign up for eBilling at www.powersstream.ca

*Energy provided through PLANET ENERGY ONTARIO CORP for contract inquiries please call: 1-866-360-8569

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	[REDACTED]	11/06/2015	1/06/2016	61	79066.300	81298.510	Regular	1.0	2232.210 KWH	1.0345	2309.221

Your Previous Charges

Amount of Last Bill 298.66
Payment Received Nov 28, 2015 - Thank you 298.66 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity

Electricity provided by Planet 123.02
Global Adjustment 219.562 kWh @ \$0.08423 18.49
Global Adjustment 878.247 kWh @ \$0.07623 66.95
Global Adjustment 1,134.402 kWh @ \$0.11462 130.03
Delivery 96.49
Regulatory 1.37
Regulatory 11.87
Debt Retirement Charge 0.00
Debt Retirement Charge 14.09
Debt Retirement Charge Exemption Saved You \$1.54 0.00

Your Total Electricity Charges \$462.31

HST (HST Registration 857503346) \$60.10

Ontario Clean Energy Benefit - 10% off applicable electricity & taxes ... \$47.55 CR

Total Amount Due \$474.86

Ontario Energy Board

1-877-632-2727
916-314-2455

customer
Not notified.

Missing information

Not approved by OEB based on Market value.

Missing info.
26-Jan-2016



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

Page 1 of 1

[REDACTED]
[REDACTED]
[REDACTED]

Bill # [REDACTED]

Service Location: [REDACTED]

Premise # [REDACTED]

Residential

Account Number	To be used for payments [REDACTED]
Statement Date	NOV 11, 2015
Amount Due	\$298.66
Due Date	NOV 30, 2015

A 1.5% late payment charge will be calculated and applied if received after due date
E&OE

\$253.68

*Ontario Clean Energy Benefit takes 10% off the cost of up to 3,000 kWh/month of electricity use. Some exceptions apply, please see Ontario.ca/OCEB or 1-888-668-4636. To learn more about how Ontario is building a strong, clean electricity system, visit Ontario.ca/energyplan.

*Usage history graphs are coming soon. Until then, visit www.PowerStream.ca, My Account, Usage History.

*Go paperless! Sign up for eBilling at www.powersstream.ca

*Energy provided through PLANET ENERGY ONTARIO CORP for contract inquiries please call: 1-866-360-8569

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	[REDACTED]	9/08/2015	11/06/2015	59	77499.340	79066.300	Regular	1.0	1566.960 KWH	1.0345	1621.020

Your Previous Charges

Amount of Last Bill 467.87
Payment Received Oct 02, 2015 - Thank you 467.87 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity

Global Adjustment 159.352 kWh @ \$0.07623 12.15
Global Adjustment 604.448 kWh @ \$0.0827 49.99
Electricity provided by Planet 86.82
Global Adjustment 851.722 kWh @ \$0.06371 54.26
Delivery 70.24
Regulatory 9.24
Debt Retirement Charge 10.97

Your Total Electricity Charges \$293.67

HST (HST Registration 857503346) \$38.18
Ontario Clean Energy Benefit - 10% off applicable electricity & taxes ... \$33.19 CR

Total Amount Due \$298.66

+45? billing change.

Emily / 2-4-
one Two Billing cycle.
2-4 months.
next March 09? or next Bill.

H20741669
28-Nov-2015
Power Stream
online account.
my profile / Bill



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

██████████
██████████
██████████
Bill # ██████████
Service Location: ██████████
Premise # ██████████
Residential

\$370, +97

Account Number	To be used for payments ██████████
Statement Date	SEP 11, 2015
Amount Due	\$467.87
Due Date	SEP 30, 2015

A 1.5% late payment charge will be calculated and applied if received after due date
E&OE

*Ontario Clean Energy Benefit takes 10% off the cost of up to 3,000 kWh/month of electricity use. Some exceptions apply, please see Ontario.ca/OCEB or 1-888-668-4636. To learn more about how Ontario is building a strong, clean electricity system, visit Ontario.ca/energyplan.

*Usage history graphs are coming soon. Until then, visit www.PowerStream.ca, My Account, Usage History.

*Go paperless! Sign up for eBilling at www.powerstream.ca

*Energy provided through PLANET ENERGY ONTARIO CORP for contract inquiries please call: 1-866-360-8569

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	██████████	7/08/2015	9/08/2015	62	75170.530	77499.340	Regular	1.0	2328.810 KWH	1.0345	2409.154

Your Previous Charges

Amount of Last Bill 270.71
Payment Received Aug 02, 2015 - Thank you 270.71 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity

Global Adjustment 893.718 kWh @ \$0.0889 79.45
Electricity provided by Planet 130.78
Global Adjustment 1,204.577 kWh @ \$0.0881 106.12
Loss Amount 0.00
Global Adjustment 310.859 kWh @ \$0.0827 25.71
Delivery 87.95
Regulatory 13.73
Debt Retirement Charge 16.30

* = 4.99 cents

Your Total Electricity Charges \$460.04

HST (HST Registration 857503346) \$59.81

Ontario Clean Energy Benefit - 10% off applicable electricity & taxes \$51.98 CR

Total Amount Due \$467.87

planet Energy
1-866-360-8569

9:00 am
7:00 pm

0.0499 Locked Fee
Flat Rate
UTILITY

PowerStream Corp.

Jan 02 308.72
Aug 03 270.71
Oct 02 467.87 Planet Energy

price comparison

H70238491
Oct 02 - 2015



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

Page 1 of 1

Account Number	To be used for payments
Statement Date	JUL 13, 2015
Amount Due	\$270.71
Due Date	AUG 04, 2015

A 1.5% late payment charge will be calculated and applied if received after due date
E&OE

Bill #

Service Location:

Premise #

Residential

*Ontario Clean Energy Benefit takes 10% off the cost of up to 3,000 kWh/month of electricity use. Some exceptions apply, please see Ontario.ca/OCEB or 1-888-668-4636. To learn more about how Ontario is building a strong, clean electricity system, visit Ontario.ca/energyplan.

*Usage history graphs are coming soon. Until then, visit www.PowerStream.ca, My Account, Usage History.

*Our Conditions of Service have changed effective May 1, 2015. To learn about the changes, go to www.PowerStream.ca/COS

*Go paperless! Sign up for eBilling at www.powerstream.ca

*Energy provided through STANDARD SERVICE SUPPLY

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric		5/3/2015	7/8/2015	66	73205.520	75170.530	Regular	1.0	1965.010 KWH	1.0345	2032.803

Your Previous Charges

Amount of Last Bill 308.72
Payment Received Jun 02, 2015 - Thank you 308.72 CR

Balance Forward \$0.00

Your Adjustments

RPP Exit Fee 28.86 CR
Your Total Adjustment Amount \$28.86 CR
HST (HST Registration 857503346) \$3.75 CR

Your Electricity Charges

Electricity

Summer-On-Peak 143.65 kWh @ \$0.161 23.13
Summer-Mid-Peak 387.06 kWh @ \$0.122 47.22
Summer-Off-Peak 1,434.3 kWh @ \$0.08 114.74
Delivery 87.28
Regulatory 12.13
Debt Retirement Charge 13.76

Your Total Electricity Charges \$298.26

HST (HST Registration 857503346) \$38.77
Ontario Clean Energy Benefit - 10% off applicable electricity & taxes \$33.71 CR

Total Amount Due \$270.71

Aug 03
H04109840



Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)
www.PowerStream.ca

Page 1 of 1

[REDACTED]
[REDACTED]
[REDACTED]

Bill # [REDACTED]

Service Location: [REDACTED] D HILL

Premise # [REDACTED]

Residential

Account Number	To be used for payments [REDACTED]
Statement Date	MAY 22, 2015
Amount Due	\$308.72
Due Date	JUN 10, 2015

A 1.5% late payment charge will be calculated and applied if received after due date
E&OE

Handwritten:
156275460
\$308.72
June 2 - 2015

*Ontario Clean Energy Benefit takes 10% off the cost of up to 3,000 kWh/month of electricity use. Some exceptions apply, please see Ontario.ca/OCEB or 1-888-668-4636. To learn more about how Ontario is building a strong, clean electricity system, visit Ontario.ca/energyplan.

*Electricity Rates have changed effective May 1, 2015, go to www.PowerStream.ca for information.

*Usage history graphs are coming soon. Until then, visit www.PowerStream.ca, My Account, Usage History.

*Our Conditions of Service have changed effective May 1, 2015. To learn about the changes, go to www.PowerStream.ca/COS

*Go paperless! Sign up for eBilling at www.powerstream.ca

*Energy provided through STANDARD SERVICE SUPPLY

Service	Meter#	From	To	# Days	Previous Reading	Current Reading	Read Type	Multiplier	Usage	Adjustment Factor	Adjusted Usage
Electric	[REDACTED]	3/3/2015	5/3/2015	61	71117.19	73205.52	Verified	1.0	2088.330 KWH	1.0345	2160.377

Your Previous Charges

Amount of Last Bill 328.85
Payment Received Apr 06, 2015 - Thank you 328.85 CR

Balance Forward \$0.00

Your Electricity Charges

Electricity

Summer-On-Peak 3.14 kWh @ \$0.161 0.51
Summer-Mid-Peak 14.38 kWh @ \$0.122 1.75
Summer-Off-Peak 98.11 kWh @ \$0.08 7.85
Winter-On-Peak 325.9 kWh @ \$0.14 45.63
Winter-Mid-Peak 143.44 kWh @ \$0.114 16.35
Winter-Off-Peak 1,503.36 kWh @ \$0.077 115.76
Delivery 88.27
Regulatory 12.83
Debt Retirement Charge 14.62

Your Total Electricity Charges \$303.57

HST (HST Registration 857503346) \$39.46

Ontario Clean Energy Benefit - 10% off applicable electricity & taxes ... \$34.31 CR

Total Amount Due \$308.72

July

PROFESSIONAL INSTALLATION SERVICES

963-6900

Bill # 325224391

RESIDENTIAL

PLEASE DETACH AND ENCLOSE THIS PORTION WITH
YOUR PAYMENT. PLEASE BRING ENTIRE BILL
WHEN PAYING AT OUR OFFICE.
E&OE

SERVICE AT

BILLING DATE

Jan 23, 2015

AMOUNT DUE

\$ 339.11

DUE DATE

Feb 11, 2015

AMOUNT PAID

28 (A)

24

9

96

ACCOUNT NUMBER

SERVICE AT

P.C.

BILLING PERIOD

SERVICE	FROM	TO	DAYS	RATE CODE
Elect	Nov 07, 14	Jan 06, 15	60	R1

READ TYPE

SMART

BILLING DATE

Jan 23, 2015

RESIDENTIAL

METER NUMBER	PREVIOUS READING	PRESENT READING	MULT.	CONSUMPTION	UNITS
	66560.46	68869.36	1	2308.90	kWh

DESCRIPTION	AMOUNT
Previous Bill	251.66
TELE-PAYMENTS Dec 17	251.66 CR
Balance Forward	0.00
Your Electricity Charges	
On-Peak kWh 431.8 @ 0.14	60.45 *#
Off-Peak kWh 1745.9 @ 0.077	134.43 *#
Mid-Peak kWh 210.85 @ 0.114	24.04 *#
Delivery	84.25 *#
Regulatory Charges	14.11 *#
Debt Retirement Charge	16.16 *#
H.S.T. (Reg. # 857 503 346)	43.35 #
# Ontario Clean Energy Benefit -10%	37.68 CR

Ontario Clean Energy Benefit takes 10% off the cost of up to 3,000 kWh/month of electricity use. Some exceptions apply, please see Ontario.ca/OCEB or 1-888-668-4636. To learn more about how Ontario is building a strong, clean electricity system, visit Ontario.ca/energyplan.

Electric Rates changed Jan 1st, see details on www.powerstream.ca.

Energy provided through STANDARD SERVICE SUPPLY
Loss Factor of 3.45 % applied to kWh. Adjusted kWh 2388.55

HYDRO CONSUMPTION HISTORY			
READ DATE	DAYS	CONSUMPTION	kWh/DAY
Jan 06, 15	60	2308.90	38.48
Nov 07, 14	60	1719.92	28.67
Sep 08, 14	62	1671.21	26.96
Jul 08, 14	62	1907.64	30.77
May 07, 14	61	2299.19	37.69
Mar 07, 14	58	2430.13	41.90
Jan 08, 14	62	2629.32	42.41

WATER CONSUMPTION HISTORY			
READ DATE	DAYS	CONSUMPTION	m ³ /DAY

AMOUNT DUE

\$ 339.11

DUE DATE

Feb 11, 2015

**Power
Stream**

Customer Service 1-877-963-6900
8:00 a.m. to 4:30 p.m. (Mon-Fri)

70-15-10249-132

Bill # 325224391

PLEASE RETAIN THIS PORTION OF THE BILL FOR YOUR RECORDS.
PLEASE BRING THE ENTIRE BILL WHEN PAYING AT OUR OFFICE.
E&OE

PB150123 024-4002-000000913

Ontario Energy
Board
Consumer Relations
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto ON M4P 1E4
Telephone: 416-314-2455
Toll free: 1-877-632-2727
Facsimile: 416-440-7656

Commission de l'énergie
de l'Ontario
Relations avec les consommateurs
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4
Téléphone: 416-314-2455
Sans frais: 1-877-632-2727
Télécopieur: 416-440-7656



February 24, 2016

[REDACTED]
623 Carrville Road
Richmond, Ontario
L4C 6E5

Your file number is 2016-0000828

Dear Ms. [REDACTED]:

The Ontario Energy Board has received a response from Planet Energy regarding the complaint you filed.

If you have not received the response from Planet Energy, or if you have questions or are not satisfied with their response, please call me. I can be reached between 8:30 a.m. and 5:00 p.m., Monday to Friday at:

- 1-877-632-2727 (toll-free in Ontario) or;
- 416-314-2455 (in the Greater Toronto Area or from outside Canada),

Yours truly,

Barrington
Public Information Officer



[REDACTED] <[REDACTED]@gmail.com>

Cancellation Confirmation for Contract No. PEON 10032673

1 message

Planet Energy <Info@planetenergy.ca>

Mon, Feb 22, 2016 at 11:51 AM

To: [REDACTED]

Thank you for contacting Planet Energy.

Please consider this email as confirmation that your Electricity supply services has been cancelled.

Please refer to the attached letter regarding Contract #10032673. Action may be required.

Should you have any further inquiries, please don't hesitate to contact our customer service department at 1-866-360-8569.

Regards,

Customer Relations



Customer Relations

5255 Yonge Street Suite 1500

Toronto, ON M2N 6P4

Toll free 1-866-360-8569

This e-mail is confidential and may contain privileged information. If you are not the intended recipient, please immediately delete and notify the sender. Any unauthorized use or disclosure is prohibited.



CancellationConfirmation.pdf

84K



Cancellation Confirmation

February 22, 2016

[REDACTED]

Re: Request to Cancel Electricity Supply Agreement # 10032673

Dear [REDACTED]

Planet Energy (Ontario) Corp. acknowledges receipt of your request to cancel your Electricity supply agreement dated April 29, 2015.

The cancellation request is being processed and you will be returned to your Local Distribution Company, Power Stream, in approximately 30-90 days.

Should you have any questions or require further clarification, please contact our customer service department at 1-866-360-8569.

Sincerely,

Planet Energy

Customer Relations
Planet Energy (Ontario) Corp.
www.planetenergy.ca

Feb 16 2016

called [REDACTED]

↓ spoke to female. case closed.

call Planet Energy

called PE & spoke to [REDACTED]

No outcome in my file.

he will send Email
To Compliance Department
won't talk to customer

called Jane → spoke to [REDACTED]
compliance Dept should talk to [REDACTED]

call PE spoke to [REDACTED] fa.
Anita check with [REDACTED] if
the email was sent.

2016 - Feb - 18

[REDACTED] email
Feb 16

outcome

Feb 23

today
OEB 2

Power stream
Remove notification

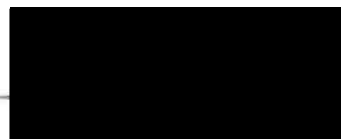
one - 2 B11 g No Information.

call back [REDACTED] spoke to [REDACTED]
he will send [REDACTED] to my
resend the ~~set~~ Email + Frustration.
also F/U with PE in 2 Days
if no outcome call Energy Base
& speak to Mr. Barrington

FEB 16 2016

compliance

Department

OAB

Feb 5 2016

ACV/Planet Eazy
Rafael

1511 4900

1-800-599

9559

2016-0000
828

Rafael



Make it Stick

Don't let your FOBTs waste away at the lab

Feb 24

We
compliance

Be sure to include a label with two patient demographics



1 message

Fri, Feb 5, 2016 at 10:10 AM

<https://mail.google.com/mail/u/0/?ui=2&ik=d92d1cfcbe&view=pt&search=inbox&th=15...> 2016-02-18



[REDACTED] <[REDACTED]>

RE: #2016-0000828 [CSE: rnihRD, TKT: Et21fz]

1 message

ConsumerRelations@ontarioenergyboard.ca
 <ConsumerRelations@ontarioenergyboard.ca>

Tue, Feb 2, 2016 at
 10:54 AM

To: [REDACTED] <[REDACTED]>

Thank you.

Yours truly,
 Barrington

From: [REDACTED] <[REDACTED]>
Date: Tuesday, February 02, 2016
To: <consumerrelations@ontarioenergyboard.ca>
Subject: #2016-0000828 [CSE: rnihRD, TKT: Et21fz]

Kindly, consider the requested materials emailed to you.
 Reference # is 2016-0000828
 Your consideration is highly appreciated.

Regards,
 [REDACTED]

This electronic transmission, including any accompanying attachments, may contain information that is confidential, privileged and/or exempt from disclosure under applicable law, and is intended only for the recipient(s) named above. Any distribution, review, dissemination or copying of the contents of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and permanently delete the copy you have received.

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2016_02_02_09_53_27.pdf
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Ontario Energy
Board
Consumer Relations
P.O. Box 2319
2300 Yonge Street
25th. Floor
Toronto ON M4P 1E4
Telephone: 416-314-2455
Toll free: 1-877-632-2727
Facsimile: 416-440-7656

Commission d'Énergie
d'Ontario
Relations avec les consommateurs
C.P. 2319
2300, rue Yonge
25e étage
Toronto ON M4P 1E4
Téléphone: 416-314-2455
Sans frais: 1-877-632-2727
Télécopieur: 416-440-7656



February 2, 2016

[REDACTED]

File Number: 2016-0000828

Dear Ms. [REDACTED]:

Thank you for taking the time to contact the Ontario Energy Board on January 27, 2016 and explain the issues that you are having with Planet Energy, ("the Licensee").

I have assigned your complaint file number 2016-0000828 and I have sent it to the Licensee for them to review and respond.

Under the OEB's complaint-handling process, the Licensee must contact you within 21 calendar days to discuss your complaint and try to resolve it with you. They also need to provide the OEB with more information on the history of your complaint and their response.

If you are not satisfied with their response or if you need more information, please contact me at 1-877-632-2727 (toll-free within Ontario) or 416-314-2455 (within Greater Toronto Area or from outside Canada), between the hours of 8:30 am and 5:00 pm, Monday to Friday.

Yours truly,

Barrington
Public Information officer

* 26 Jan 2016

897 + 185 + 105 = \$248

~~5~~ more people

1-866-360-8569

100 32 673

\$ 282

X2

Jan 27 2016

Ontario Energy Board

1-877-632-2727

* 27 Jan 2016

Signed paper.

Send of

Demand. Signed contract

wait. 10 days

2016-0000828

JAN 27 2016 01-21
S [redacted] [redacted]

I don't Remind
signing
anything

PLS send
me a

- 02-Feb-2016
Barrington

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 a 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 a contract. Your electricity service will continue without interruption.
- ❑ A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges and the debt retirement charge** whether or not you sign a contract. You will also continue to be eligible for the **Ontario Clean Energy Benefit**.
- ❑ 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 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 contract price**.
- ❑ The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

- ❑ There is one other difference in your bill if you switch to a retailer. There is a charge to account for the small amount of power lost along the lines between the generator and consumer. If you purchase electricity from your utility, the cost will be included in the delivery line. If you switch to a retailer, the cost will be included in the electricity line.

2

Comparing prices

- ❑ A Retailer must give you a separate sheet comparing the 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 contract **before you agree to it**.
- ❑ Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4

What if you change your mind?

- ❑ You can **cancel the contract within 10 days of the day that the Retailer sends an electronic copy of the 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.
- ❑ You can also **cancel the contract up to 30 days after you receive your first bill under the contract**. You will have to pay that bill 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.



Ontario Energy Board

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

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

Ce document est aussi disponible en français.

This disclosure statement is also available on the Ontario Energy Board's website ([click here](#)) in a large-print version and in the following languages:

العربية ελληνικά Italiano 中文 Polski Português ਪੰਜਾਬੀ Español Tagalog தமிழ் Tiếng Việt
 Arabic Greek Italian Chinese Polish Portuguese Punjabi Spanish Tagalog Tamil Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2014 to October 31, 2014

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 6.47 ¢ / kWh. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** 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 800 kWh per month on time-of-use pricing and whose **pattern of electricity use** is: 64% of use in the off-peak period, 18% 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	512.0 kWh	X	7.5 ¢ / kWh	=	\$ 38.40
Mid-peak	144.0 kWh	X	11.2 ¢ / kWh	=	\$ 16.13
On-peak	144.0 kWh	X	13.5 ¢ / kWh	=	\$ 19.44
Estimated Monthly Electricity Supply Cost					\$ 73.97

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 **delivery charges, regulatory charges** and the **debt retirement charge** 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	5.49	800		\$43.92
Forecast of the Global Adjustment ²	6.47	800		\$51.76
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			3.70	\$3.70
RPP Variance ⁵	-0.187	800		-\$1.50
Estimated Monthly Electricity Supply Cost				\$99.88

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	5.49	800		\$43.92
Forecast of the Global Adjustment ²	6.47	800		\$51.76
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			3.70	\$3.70
Estimated Monthly Electricity Supply Cost				\$99.38

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 _____



**Terms and Conditions of Electricity and Natural Gas Supply Customer Agreement
and Agency Appointment**

Planet Energy (Ontario) Corp. ("Planet") agrees to sell and deliver Gas and/or Electricity supply (collectively "Energy") to the customer (the "Customer") named on the Energy Application (the "Application") and to provide related services described herein on behalf of Customer. The agreement (the "Agreement") consists of the signed Application, these Terms and Conditions, the signed Disclosure Statement(s) and Price Comparison Document(s), and any Schedule(s) for Energy to Customer's service address(es) (the "Premises"). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. Agency Appointment. Customer hereby appoints Planet to be Customer's sole and exclusive Energy supplier and agent for all purposes related thereto, including, without limitation, billing and delivery of Energy to the Premises. Customer's local distribution company (the "Utility") is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such documents, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer's behalf.

2. Direction and Exchange of Personal Information. Customer directs Planet to enter into arrangements on Customer's behalf with Customer's Utility to give effect to this Agreement. Customer authorizes and directs Customer's Utility and any third party to release to Planet any and all information in such person's possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information and payment and credit information. Further, Customer authorizes and directs Customer's Utility to provide Planet with any and all information related to any change to Customer's Premises or Customer's account, including, without limitation, providing Planet with Customer's forwarding address(es) or other information in the event that Customer changes location within Ontario. Customer consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings in accordance with the *Electronic Commerce Act*, 2000 (Ontario).

3. Acknowledgement and Representations. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distributor, local gas distributor or regulated utility and is not affiliated with Customer's Utility; (ii) Customer's Utility's rate for Energy may vary during the Term (defined below in section 6) of the Agreement and may be greater or less than the Price (defined below in section 4); and (iii) the Price under this Agreement is not regulated by the Ontario Energy Board ("OEB"). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for and to the Premises; (ii) Customer will not modify or revoke Planet's agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iii) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Price and Customer's consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; (v) Customer confirms and acknowledges that Customer uses less than 50,000 m³ of Gas and/or 150,000 kWh of Electricity per year; and (vi) all representations made and all information provided to Planet in this Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Agreement.

4. Price. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per cubic metre ("m³") of Gas and/or kilowatt hour ("kWh") of Electricity multiplied by Customer's Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the "Price"), however Price does not include Regulatory Charges (defined below). If Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as



set out in the Application. If Customer has selected: (a) Gas Fixed Rate or Step-Up Rate on the Application, Customer's 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, Customer's Price will be based on variable price equal to the weighted average of Planet's short and medium term supply purchase costs plus Planet's compressor fuel and transportation charges, administrative and transaction costs, marketing and overhead charges and margin (collectively, the "Gas Variable Rate") (Planet 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, Customer's 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 (available to Residential customers only), Customer's Price will be based on a fixed and flat monthly charge as selected by Customer on the Application (the "Monthly Charge") and will not change during the Term of the Agreement if Customer consumes less than 3,300 m³ per year (the "Threshold"), however, if Customer's consumption exceeds the Threshold, Planet will charge and Customer agrees to pay the Monthly Charge plus Planet's Gas Variable Rate as outlined in (b) above, for all amounts consumed over the Threshold. If Customer chooses Planet's Green Program, an additional \$4.25 per month will be included in Customer's Price for the Gas reliaBILL or reliaBILL Step-up Rate, or an additional \$0.0175 per m³ will be included in Customer's Price for any other Gas rate.

If Customer has selected: (a) Electricity Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate selected on the Application; (b) Electricity Variable Rate, Customer's 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 Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, Planet will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's billing period, plus Planet's marketing and overhead charges and margin (collectively, the "Electricity Variable Rate") (Planet agrees that the Electricity Variable Rate shall not exceed an average of \$0.15 per kWh during the Term.); (c) Electricity Hybrid Rate, Customer's 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, Customer's Price will be based on the Fixed Rate selected on the Application, applied to Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, Planet will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's 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 Customer understands that for Customer's respective weighted hourly consumption outside of the Peak Advantage Time, Customer's Price will be the Electricity Variable Rate. If Customer chooses Planet's Green Program, an additional \$0.0085 per kWh will be added to Customer's price for any Electricity rate.

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, Customer understands and agrees that Customer will also pay (or receive payment) for the Energy Balancing Amount (defined below). Customer understands that in order for Planet to be able to supply Energy to its existing and prospective customers, Planet 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's Energy customers varies from supply arrangements and/or Customer's Utility delivery requirements, Planet will incur a cost and/or a benefit in balancing and settling its supply arrangements with such pooled consumption. In respect of Energy, Customer agrees to pay or receive, as applicable, Customer's pro rata share (based on Customer's consumption) of the cost or benefit to Planet to balance and settle the variance between pooled consumption and supply arrangements (the "Energy Balancing Amount"). Customer's share of Energy Balancing Amount will be calculated as the weighted average of HOEP and/or Quarterly Rate Adjustment Mechanism ("QRAM") corresponding to Customer's load profile in Customer's rate class, multiplied by Customer's Energy consumption. 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 \$0.015 per kWh or \$0.05 per m³ in any contract year. Planet will charge an administrative fee of \$0.0005 per kWh or \$0.005 per m³, to Customer's account for amounts attributable to such variances. Further, Customer agrees to pay any amounts charged or billed to Planet or Customer by Customer's 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 Energy to the Premises (collectively, "**Regulatory Charges**"), and in respect of any such Regulatory Charges billed to Planet, Planet shall pass them through to Customer. Customer also agrees to pay any Regulatory Charges and fees charged to Planet by Customer's Utility, or Planet's service providers (in respect of electricity supply, this is currently \$3.70 per month and in respect of gas supply this is currently \$3.00 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. Customer further understands that, in respect of Electricity supply, Customer may be subject to a one-time credit or charge known as the RPP variance settlement and that this will appear on Customer's Utility bill.

5. Billing and Payment. Customer acknowledges that Customer's Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover cheques written by Customer to Planet 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 Customer agrees to pay same promptly.

6. Term/Start Date/Renewal. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by Planet to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's Utility which is closest to, but not after, the fifth anniversary of the Start Date. Planet expects the Start Date to occur within 120 days of signing this Agreement. Customer understands that there might be a delay in the start of supply for reasons beyond Planet's control, including a delay by the Utility in providing Planet with requested information or in processing this Agreement. Planet may renew this Agreement for successive one year, three year or five year terms if it delivers, as required, a written renewal notice, extended contract, Disclosure Statement and Price Comparison (collectively, the "**Renewal Documents**") to the Premises no earlier than 120 days and no later than 60 days prior to the end of the Term. The Renewal Documents will include the changes, if any, to the Price and Term of the Agreement. Planet may also, as lawfully permitted, automatically renew or extend the Term of this Agreement for the provision of Gas supply for a period of one year if Customer does not otherwise renew or extend the Agreement or notify Planet that Customer does not wish to renew or extend the Agreement.

7. Account Changes/Moving. If Customer plans to move to another location within Ontario, Customer will notify Planet in writing of Customer's new service address(es) at least 30 days prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's Utility), Planet will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If Planet is not able or prepared to supply Customer at Customer's new service address(es) this Agreement will terminate without penalty or liquidated damages. Customer will also provide Planet with notice in writing of any other change(s) of account information (including account number, contact information, etc.). Notwithstanding



the foregoing, if Customer permanently moves out of the Premises to which the Energy is provided under the Agreement, Customer may, without cost or penalty, cancel this Agreement.

8. Termination. Customer agrees that Planet may terminate this Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's Utility bill or due to Planet; (b) Customer attempts to cancel or terminate this Agreement; (c) Customer appoints another person or company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term 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's Electricity retailing and/or Gas marketing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's 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 Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Planet terminates this Agreement for any of the foregoing reasons, Customer agrees to pay Planet, in addition to any other amounts owing by Customer at the date of such termination, damages equal to: (a) if Customer consumes more than 3,500 m³ per year of Gas, or if the Premises are occupied for the primary purpose of carrying on a business, an amount determined by multiplying Customer's estimated Gas consumption, for the remainder of the Term by \$0.05 per m³; (b) if Customer consumes less than 3,500 m³ per year of Gas, an amount equal to \$100 for each year, or part year, remaining in this Agreement; (c) if Customer consumes more than 15,000 kWh per year of Electricity, or if the Premises are occupied for the primary purpose of carrying on a business, an amount determined by multiplying Customer's estimated Electricity consumption for the remainder of the Term by \$0.015 per kWh; or (d) if Customer consumes less than 15,000 kWh per year of Electricity, an amount equal to \$50 for each year, or part year, remaining in this Agreement. Planet shall calculate such damages, including estimating future consumption, by reference to available historical consumption data. Customer agrees that such damages are a genuine estimate of the aggregate losses which would be sustained by Planet in the event the Agreement is terminated and the damages are hereby conclusively deemed to be liquidated damages and shall not be construed as a penalty. Customer authorizes Customer's Utility to include the damages in Customer's Utility bill as an amount payable to Planet.

9. Privacy. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information ("Customer Information") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates and to Planet entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customer's Utility, Planet's current and prospective suppliers, creditors, service providers, agents, affiliates and other third parties in order for Planet to supply Customer's Energy hereunder or in connection with Planet's business and Customer hereby consents to such parties' collection, holding, maintenance, use and disclosure of such information. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law, including for the purposes as set out in the OEB's Codes of Conduct for Natural Gas Marketers and Electricity Retailers. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

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



11. Consumer's Rights. If Customer enters into this Agreement: (a) this Agreement will not be in effect unless Planet provides a text-based copy of the Agreement to Customer within 40 days after signing this Agreement; (b) except for agreements entered into by mailed response or over the internet, this Agreement will not be in effect unless Customer verifies it in accordance with Section 15(1) of the Energy Consumer Protection Act, 2010 (Ontario) ("ECPA") after the 10th day and before the 46th day following the day on which Customer receives a text-based copy of this Agreement; (c) Customer has the right to cancel this Agreement without cost or penalty within 10 days after Customer acknowledges receipt or is deemed to acknowledge receipt of a text-based copy of this Agreement (if Customer enters the Agreement via the internet, Customer is deemed to have acknowledged receipt when a copy of this Agreement is emailed to Customer); (d) if Customer cancels this Agreement within the 10-day period pursuant to (c) above, Customer is entitled to a full refund of all amounts paid under the Agreement; (e) in the case of an Agreement for Electricity, Customer may cancel this Agreement, as it relates to Electricity, without cost or penalty up to 30 days after receiving the first bill under this Agreement; and (f) nothing in this Agreement negates or varies Customer's right to cancel this Agreement in accordance with the ECPA and regulations thereunder.

12. Green Program. If Customer has requested the Green Gas or Green Electricity option on the Application, Planet will, in its sole discretion, invest such premium amounts paid by Customer for Green Gas or Electricity options in environmental initiatives, less any applicable Planet administration fees, in an amount based on Customer's estimated Energy consumption at the Premises. Planet will, at its sole discretion, select environmental initiatives to invest in on Customer's behalf. The details of the environmental initiatives in which Planet invests will be outlined on Planet's website.

13. Blend and Extend Option. If, on any anniversary of the Start Date, Planet's posted Price for Energy for contracts with equivalent terms, is higher or lower than the Price under this Agreement, Customer may give notice to Planet in writing or by telephone, within no less than 30 days of such anniversary of the Start Date (the "New Start Date"), that Customer wishes to amend this Agreement and extend the Term of the Agreement. In such case, effective the New Start Date, the Term of this Agreement will be extended for a term of five (5) years from the New Start Date and effective such date the Price will be amended to be the blended price ("Blended Price") calculated in accordance with the following formula: $\text{Blended Price} = [(\text{Contract Price}) \times (\text{years remaining in Term})] + [(\text{New Price}) \times (\text{years expired in Term})] / \text{Total number of years in Term}$. All other Terms and Conditions of this Agreement will remain unchanged.

14. Security. Customer hereby grants to Planet 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 as a security deposit, or as prepayment for Energy to be delivered hereunder. Customer agrees to take such action as Planet 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. Customer agrees that Planet 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 Customer. Planet will apply the proceeds of the collateral realized upon to the exercise of any such rights or remedies to reduce Customer's obligations under this Agreement (where Customer remains liable for any amounts owing to Planet after such application), subject to Planet's obligation to return any surplus proceeds remaining after Customer's 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, Customer's manual signature, a facsimile or other electronic transmission of Customer's signature, or a photocopy of such electronic transmission, and such signature, or copy or electronic version of such signature, is deemed to constitute Customer's original signature to this Agreement.

15. Miscellaneous. In case of emergency Customer should contact Customer's Utility and not Planet. This Agreement is the entire agreement between Customer and Planet and replaces and supersedes any prior written or oral agreement(s) between Planet



and Customer. Customer 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 is unable to perform any of its obligations hereunder or is unable to supply Energy 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 Customer's Utility), Planet 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, Customer agrees that Customer will pay Planet for its actual cost of supply. This Agreement, when completed by Customer, is subject to approval and acceptance of Planet, in its sole discretion, Customer's Utility's acceptance of Customer's enrolment as a Planet customer, and, as applicable, Customer's reaffirmation of the Agreement as outlined under Section 11. Planet is licensed by the OEB to market Energy by the OEB under license numbers GM-2013-0269 and ER-2011-0409. 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.

16. Customer Indemnity. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet 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 acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer 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. Customer acknowledges that Planet relies on this Agreement as security to obtain a supply of Energy for Customer.

17. Questions and Concerns. If Customer 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 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 Customer is unable to resolve any concerns with Planet, Customer 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.

Nino C. Silvestri
Co-CEO



DATE: May 11, 2015



Dear Customer:

CONFIRMATION THAT YOU WILL BE EXITING THE REGULATED PRICE PLAN

Account Number :

Service Address:

This letter is to confirm that we received notification indicating that you have signed a new contract to purchase the Electricity portion of your bill from PLANET ENERGY ONTARIO CORP effective Jul 02, 2015. As a result, you may be subject to a Regulated Price Plan Settlement calculated in accordance with the rates set out by the Ontario Energy Board (OEB). If applicable, this one time charge or credit, called the "RPP Settlement", will appear on your final bill as a Regulated Price Plan Customer.

What does this mean?

On the Regulated Price Plan, you are charged a regulated price (set by Ontario Energy Board) for the electricity you consume. That price may not reflect the actual prices paid to generators. Eventually, the difference needs to be trued up for all consumers on the Regulated Price Plan. That difference is tracked (in what the OEB refers to as a variance account) and incorporated into the future Regulated Price Plan prices set by the OEB. For consumers that leave the Regulated Price Plan, that difference needs to be settled when they exit the plan.

- * You will need to pay your local utility if consumers on the Regulated Price Plan have been paying less than was paid to generators; or
- * You will be reimbursed if consumers on the Regulated Price Plan have been paying more for electricity than was paid to generators.

PowerStream Inc.
Customer Service Department
1-877-963-6900
oe003.txt (12/07)

\$10 \$20
91

\$16

MAY 26 2015



Welcome Letter

20

April 30, 2015



Dear [REDACTED]

Congratulations on your successful online sign up with Planet Energy (Ontario) Corp. through ACN.

We would like to take this opportunity to welcome you as a customer. We are pleased that you have chosen Planet Energy to be your energy supplier. Planet Energy is an independent Canadian-owned energy supplier licensed by the Ontario Energy Board. Enclosed for your records is a copy of the terms and conditions of your agreement.

We have commenced processing your online agreement for your energy supply. Key details of your agreement are:

Registration Date:	April 29, 2015	Identification Number:	10032673
Commodity:	Electricity		
Term:	5 YEARS		
Price/Program:	Stability, 5 year term with a fixed rate of 4.99 cents/kWh.		

If you do not wish to have Planet Energy through ACN as your energy supplier and wish to cancel your agreement, please contact us within 10 days of this letter at 1-866-360-8569 or customerservice@planetenergy.ca. Should you have any questions please feel free to contact our customer service department.

Yours Truly,

Planet Energy

Customer Relations
Planet Energy (Ontario) Corp.

Terms and Conditions of Electricity and Natural Gas Supply Customer Agreement and Agency Appointment

Planet Energy (Ontario) Corp. ("Planet") agrees to sell and deliver Gas and/or Electricity supply (collectively "Energy") to the customer (the "Customer") named on the Energy Application (the "Application") and to provide related services described herein on behalf of Customer. The agreement (the "Agreement") consists of the signed Application, these Terms and Conditions, the signed Disclosure Statement(s) and Price Comparison Document(s), and any Schedule(s) for Energy to Customer's service address(es) (the "Premises"). Headings and section references are for convenience only and shall not be used or relied upon for interpreting the Agreement.

1. Agency Appointment. Customer hereby appoints Planet to be Customer's sole and exclusive Energy supplier and agent for all purposes related thereto, including, without limitation, billing and delivery of Energy to the Premises. Customer's local distribution company (the "Utility") is entitled to rely upon all actions taken or documents signed by Planet in connection with this agency appointment as though Customer had taken such action or signed such documents, including, without limitation, any supply, transportation, delivery, administration or billing arrangements and Customer agrees to pay for and be bound by all such arrangements made by Planet on Customer's behalf.

2. Direction and Exchange of Personal Information. Customer directs Planet to enter into arrangements on Customer's behalf with Customer's Utility to give effect to this Agreement. Customer authorizes and directs Customer's Utility and any third party to release to Planet any and all information in such person's possession and control relating to Customer and the supply and delivery of Energy to the Premises including, without limitation, historical consumption information and payment and credit information. Further, Customer authorizes and directs Customer's Utility to provide Planet with any and all information related to any change to Customer's Premises or Customer's account, including, without limitation, providing Planet with Customer's forwarding address(es) or other information in the event that Customer changes location within Ontario. Customer consents to Planet recording telephone conversations between Customer and Planet and maintaining such recordings in accordance with the *Electronic Commerce Act*, 2000 (Ontario).

3. Acknowledgement and Representations. Customer has read, understood and agrees to be bound by these Terms and Conditions. Customer acknowledges and understands that: (i) Planet is not a local electricity distributor, local gas distributor or regulated utility and is not affiliated with Customer's Utility; (ii) Customer's Utility's rate for Energy may vary during the Term (defined below in section 6) of the Agreement and may be greater or less than the Price (defined below in section 4); and (iii) the Price under this Agreement is not regulated by the Ontario Energy Board ("OEB"). Customer agrees and represents that currently, and throughout the Term: (i) Customer is not and will not be bound by another Energy supply agreement for and to the Premises; (ii) Customer will not modify or revoke Planet's agency appointment and Customer will not appoint another party as its Energy agent or supplier; (iii) the total amount that Customer can expect to pay for Energy under this Agreement will vary based on the Price and Customer's consumption; (iv) Customer is the account holder or the spouse of the account holder, or has the authority to bind the account holder and has represented such authority to Planet; (v) Customer confirms and acknowledges that Customer uses less than 50,000 m³ of Gas and/or 150,000 kWh of Electricity per year ("Low-Volume Consumer"); and (vi) all representations made and all information provided to Planet in this Agreement are true, complete, accurate and correct and that Planet is relying upon this information to enter into and perform this Agreement.

4. Price. Customer agrees that the price that Customer will pay to Planet for Energy throughout the Term shall be the amount per cubic metre ("m³") of Gas and/or kilowatt hour ("kWh") of Electricity multiplied by Customer's Energy consumption, plus all other amounts payable by the Consumer with respect to the supply or delivery of Energy as set out in the Application and as further described herein (collectively, the "Price"), however Price does not include Regulatory Charges (defined below). If Customer has selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as



set out in the Application. If Customer has selected: (a) Gas Fixed Rate or Step-Up Rate on the Application, Customer's 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, Customer's Price will be based on variable price equal to the weighted average of Planet's short and medium term supply purchase costs plus Planet's compressor fuel and transportation charges, administrative and transaction costs, marketing and overhead charges and margin (collectively, the "**Gas Variable Rate**") (Planet 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, Customer's 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 (available to Residential customers only), Customer's Price will be based on a fixed and flat monthly charge as selected by Customer on the Application (the "**Monthly Charge**") and will not change during the Term of the Agreement if Customer consumes less than 3,300 m³ per year (the "**Threshold**"); however, if Customer's consumption exceeds the Threshold, Planet will charge and Customer agrees to pay the Monthly Charge plus Planet's Gas Variable Rate as outlined in (b) above, for all amounts consumed over the Threshold. If Customer chooses Planet's Green Program, an additional \$4.25 per month will be included in Customer's Price for the Gas reliaBILL or reliaBILL Step-up Rate, or an additional \$0.0175 per m³ will be included in Customer's Price for any other Gas rate.

If Customer has selected: (a) Electricity Fixed Rate on the Application, Customer's Price will be based on the Fixed Rate selected on the Application; (b) Electricity Variable Rate, Customer's 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 Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, Planet will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's billing period, plus Planet's marketing and overhead charges and margin (collectively, the "**Electricity Variable Rate**") (Planet agrees that the Electricity Variable Rate shall not exceed an average of \$0.15 per kWh during the Term.); (c) Electricity Hybrid Rate, Customer's 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, Customer's Price will be based on the Fixed Rate selected on the Application, applied to Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, Planet will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's 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 Customer understands that for Customer's respective weighted hourly consumption outside of the Peak Advantage Time, Customer's Price will be the Electricity Variable Rate. If Customer chooses Planet's Green Program, an additional \$0.0085 per kWh will be added to Customer's price for any Electricity rate.

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, Customer understands and agrees that Customer will also pay (or receive payment) for the Energy Balancing Amount (defined below). Customer understands that in order for Planet to be able to supply Energy to its existing and prospective customers, Planet 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's Energy customers varies from supply arrangements and/or Customer's Utility delivery requirements, Planet will incur a cost and/or a benefit in balancing and settling its supply arrangements with such pooled consumption. In respect of Energy, Customer agrees to pay or receive, as applicable, Customer's pro rata share (based on Customer's consumption) of the cost or benefit to Planet to balance and settle the variance between pooled consumption and supply arrangements (the "**Energy Balancing Amount**"). 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 \$0.015 per kWh or \$0.05 per m³ in any contract year. Planet will charge an administrative fee of \$0.0005 per kWh or \$0.005 per m³, to Customer's account for amounts attributable to such variances. Further, Customer agrees to pay any amounts charged or billed to

Planet or Customer by Customer's 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 Energy to the Premises (collectively, "**Regulatory Charges**"), and in respect of any such Regulatory Charges billed to Planet, Planet shall pass them through to Customer. Customer also agrees to pay any Regulatory Charges and fees charged to Planet by Customer's Utility, and/or Planet's service providers (for Low-Volume Consumers and in respect of electricity supply, this is currently \$4.45 per month, and in respect of gas supply this is currently \$4.40 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. Customer further understands that, in respect of Electricity supply, Customer may be subject to a one-time credit or charge known as the RPP variance settlement and that this will appear on Customer's Utility bill.

5. Billing and Payment. Customer acknowledges that Customer's Utility will bill Customer for Energy delivered to the Premises in accordance with its billing practices and its usual billing cycle. Customer's Utility will determine the amount of Energy that is delivered to the Premises and may do so by periodic meter reading, estimation or allocation and Customer will be charged based on this information. Customer acknowledges and agrees that in the event that the Utility ceases to provide Planet with distributor-consolidated billing, for whatever reason, Planet may make other billing arrangements or bill Customer directly for all or a portion of the costs associated with the supply and delivery of Energy to the Premises (including without limitation any interest, penalties, and bank charges resulting from insufficient funds in Customer's bank account to cover cheques written by Customer to Planet 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 Customer agrees to pay same promptly.

6. Term/Start Date/Renewal. Subject to the termination rights contained in this Agreement, the Term (the "**Term**") of this Agreement will commence on the initial flow of Energy by Planet to Customer hereunder (the "**Start Date**") (or, if the Agreement is terminated prior to the initial flow, the date of this Agreement) and will continue until the day of the actual or estimated Premises meter reading performed by Customer's Utility which is closest to, but not after, the fifth anniversary of the Start Date. Planet expects the Start Date to occur within 120 days of signing this Agreement. Customer understands that there might be a delay in the start of supply for reasons beyond Planet's control, including a delay by the Utility in providing Planet with requested information or in processing this Agreement. Planet may renew this Agreement for successive one year, three year or five year terms if it delivers, as required, a written renewal notice, extended contract, Disclosure Statement and Price Comparison (collectively, the "**Renewal Documents**") to Customer no earlier than 120 days and no later than 60 days prior to the end of the Term. The Renewal Documents will include the changes, if any, to the Price and Term of the Agreement. Planet may also, as lawfully permitted, automatically renew or extend the Term of this Agreement for the provision of Gas supply for a period of one year if Customer does not otherwise renew or extend the Agreement or notify Planet that Customer does not wish to renew or extend the Agreement. If Customer is not a Low-Volume Consumer, Planet may automatically renew Customers agreement by providing notice to Customer no earlier than 120 days and no later than 60 days prior to the end of the Term.

7. Account Changes/Moving. If Customer plans to move to another location within Ontario, Customer will notify Planet in writing of Customer's new service address(es) at least 30 days prior to such move. Upon becoming aware of such move (either through receipt of Customer's notice or a notice from Customer's Utility), Planet will determine whether it is able and prepared to supply Customer at Customer's new service address(es) and, if so, the terms of this Agreement shall apply to Customer's new service address(es) for the remainder of the Term. If Planet is not able or prepared to supply Customer at Customer's new service address(es) this Agreement will terminate without penalty or liquidated damages. Customer will also provide Planet with notice in writing of any other change(s) of account information (including account number, contact information, etc.). Notwithstanding the foregoing, if Customer is Low-Volume Consumer and Customer permanently moves out of the Premises to which the Energy is provided under the Agreement, Customer may, without cost or penalty, cancel this Agreement. If Customer's Premises are



occupied for the primary purpose of carrying on a business, or if the Customer does not permanently reside in the Premises, the sale of the Premises may not qualify as a permanent move, and may result in early termination damages pursuant to Section 8.

8. Termination. Customer agrees that Planet may terminate this Agreement before the end of the Term for the Premises, without penalty or liability to Planet and without prejudice to enforcement of any legal right or remedy available to Planet if: (a) Customer fails to pay for Energy hereunder or any other amounts payable on Customer's Utility bill or due to Planet; (b) Customer attempts to cancel or terminate this Agreement; (c) Customer appoints another person or company as Customer's Energy supplier or agent; (d) Customer breaches or is in default of any other term 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's Electricity retailing and/or Gas marketing business; or (g) Customer, or to the extent Customer's obligations hereunder are guaranteed, Customer's 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 Customer or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay Customer's debts when due; (iv) has a receiver, trustee or similar official appointed with respect to Customer or substantially all of Customer's assets. If Planet terminates this Agreement for any of the foregoing reasons, Customer agrees to pay Planet, in addition to any other amounts owing by Customer at the date of such termination, damages equal to: (a) if Customer consumes more than 3,500 m³ per year of Gas, or if the Premises are occupied for the primary purpose of carrying on a business, an amount determined by multiplying Customer's estimated Gas consumption, for the remainder of the Term by \$0.05 per m³; (b) if Customer consumes less than 3,500 m³ per year of Gas, an amount equal to \$100 for each year, or part year, remaining in this Agreement; (c) if Customer consumes more than 15,000 kWh per year of Electricity, or if the Premises are occupied for the primary purpose of carrying on a business, an amount determined by multiplying Customer's estimated Electricity consumption for the remainder of the Term by \$0.015 per kWh; or (d) if Customer consumes less than 15,000 kWh per year of Electricity, an amount equal to \$50 for each year, or part year, remaining in this Agreement. Planet shall calculate such damages, including estimating future consumption, by reference to available historical consumption data. Customer agrees that such damages are a genuine estimate of the aggregate losses which would be sustained by Planet in the event the Agreement is terminated and the damages are hereby conclusively deemed to be liquidated damages and shall not be construed as a penalty. Customer authorizes Customer's Utility to include the damages in Customer's Utility bill as an amount payable to Planet.

9. Privacy. Customer freely and voluntarily acknowledges and consents to Planet collecting, recording, maintaining, using and disclosing Customer's personal information ("**Customer Information**") for purposes related to its business, to supply Energy hereunder and to offer other products from Planet and its affiliates and to Planet entering into arrangements related thereto that require disclosure of Customer's Information. Customer hereby consents to Planet disclosing Customer's Information to Customer's Utility, Planet's current and prospective suppliers, creditors, service providers, agents, affiliates and other third parties in order for Planet to supply Customer's Energy hereunder or in connection with Planet's business and Customer hereby consents to such parties' collection, holding, maintenance, use and disclosure of such information. Customer understands that Customer can provide written notice to Planet at any time to stop using Customer's Customer Information. Customer also acknowledges that Planet may disclose Customer's Information without consent as required by law, including for the purposes as set out in the OEB's Codes of Conduct for Natural Gas Marketers and Electricity Retailers. Customer understands the significance of consenting to the collection, holding, use, communication and disclosure of Customer's information and that Customer's consent will be valid and continuing until revoked in writing by Customer.

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

11. Consumer's Rights. If Customer enters into this Agreement: (a) this Agreement will not be in effect unless Planet provides a text-based copy of the Agreement to Customer within 40 days after signing this Agreement; (b) except for agreements entered into by mailed response or over the internet, this Agreement will not be in effect unless Customer verifies it in accordance with Section 15(1) of the Energy Consumer Protection Act, 2010 (Ontario) ("ECPA") after the 10th day and before the 46th day following the day on which Customer receives a text-based copy of this Agreement; (c) Customer has the right to cancel this Agreement without cost or penalty within 10 days after Customer acknowledges receipt or is deemed to acknowledge receipt of a text-based copy of this Agreement (if Customer enters the Agreement via the internet, Customer is deemed to have acknowledged receipt when a copy of this Agreement is emailed to Customer); (d) if Customer cancels this Agreement within the 10-day period pursuant to (c) above, Customer is entitled to a full refund of all amounts paid under the Agreement; (e) in the case of an Agreement for Electricity, Customer may cancel this Agreement, as it relates to Electricity, without cost or penalty up to 30 days after receiving the first bill under this Agreement; and (f) nothing in this Agreement negates or varies Customer's right to cancel this Agreement in accordance with the ECPA and regulations thereunder. Section 11 does not apply if Customer is not a Low-Volume Consumer.

12. Green Program. If Customer has requested the Green Gas or Green Electricity option on the Application, Planet will, in its sole discretion, invest such premium amounts paid by Customer for Green Gas or Electricity options in environmental initiatives, less any applicable Planet administration fees, in an amount based on Customer's estimated Energy consumption at the Premises. Planet will, at its sole discretion, select environmental initiatives to invest in on Customer's behalf. The details of the environmental initiatives in which Planet invests will be outlined on Planet's website.

13. Blend and Extend Option. If, on any anniversary of the Start Date, Planet's posted Price for Energy for contracts with equivalent terms, is higher or lower than the Price under this Agreement, Customer may give notice to Planet in writing or by telephone, within no less than 30 days of such anniversary of the Start Date (the "New Start Date"), that Customer wishes to amend this Agreement and extend the Term of the Agreement. In such case, effective the New Start Date, the Term of this Agreement will be extended for a term of five (5) years from the New Start Date and effective such date the Price will be amended to be the blended price ("Blended Price") calculated in accordance with the following formula: $\text{Blended Price} = [(\text{Contract Price}) \times (\text{years remaining in Term})] + [(\text{New Price}) \times (\text{years expired in Term})] / \text{Total number of years in Term}$. All other Terms and Conditions of this Agreement will remain unchanged.

14. Security. Customer hereby grants to Planet 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 as a security deposit, or as prepayment for Energy to be delivered hereunder. Customer agrees to take such action as Planet 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. Customer agrees that Planet 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 Customer. Planet will apply the proceeds of the collateral realized upon to the exercise of any such rights or remedies to reduce Customer's obligations under this Agreement (where Customer remains liable for any amounts owing to Planet after such application), subject to Planet's obligation to return any surplus proceeds remaining after Customer's 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, Customer's manual signature, a facsimile or other electronic transmission of Customer's signature, or a photocopy of such electronic transmission, and such signature, or copy or electronic version of such signature, is deemed to constitute Customer's original signature to this Agreement.



15. Miscellaneous. In case of emergency Customer should contact Customer's Utility and not Planet. This Agreement is the entire agreement between Customer and Planet and replaces and supersedes any prior written or oral agreement(s) between Planet and Customer. Customer 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 is unable to perform any of its obligations hereunder or is unable to supply Energy 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 Customer's Utility), Planet 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, Customer agrees that Customer will pay Planet for its actual cost of supply. This Agreement, when completed by Customer, is subject to approval and acceptance of Planet, in its sole discretion, Customer's Utility's acceptance of Customer's enrolment as a Planet customer, and, as applicable, Customer's reaffirmation of the Agreement as outlined under Section 11. Planet is licensed by the OEB to market Energy by the OEB under license numbers GM-2013-0269 and ER-2011-0409. 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.

16. Customer Indemnity. Customer agrees to indemnify and save harmless Planet, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet 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 acting as Customer's agent and supplier, or is the consequence of any act or omission by Customer relating to the supply or delivery of Energy to the Premises including, without limitation, any claim resulting from any default or breach by Customer, or any failure by Customer 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. Customer acknowledges that Planet relies on this Agreement as security to obtain a supply of Energy for Customer.

17. Questions and Concerns. If Customer 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 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 Customer is unable to resolve any concerns with Planet, Customer 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.

Nino C. Silvestri
Co-CEO

Gmail - ON Email Confirmation: ACN/PE Energy Signup -10032673

Page 1 of 2



[REDACTED] <[REDACTED]@gmail.com>

ON Email Confirmation: ACN/PE Energy Signup -10032673

welcome@planetenergy.ca <welcome@planetenergy.ca>
To: [REDACTED]

Wed, Apr 29, 2015 at 1:06 PM



Wednesday April 29, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10032673**. Please keep this for your reference.

During your sign up process you made important representations to Planet Energy including:

1. That you are the utility account holder or the account holder's agent with respect to the utility accounts set out below.

Planet Energy is placing significant reliance on these representations. If these representations were made in error, you must contact our Customer Service Centre immediately.

Contract Date: Wednesday April 29, 2015

Customer Information:

[REDACTED]

Order Details:

Electricity
Powerstream

[REDACTED]

Stability

5 year term with a fixed rate of 4.99 cents/kWh.

[REDACTED]

What happens next?

As part of our quality assurance program, one of our customer service representatives may call you to verify your agreement. Once the verification has been completed, Planet Energy will submit your account

<https://mail.google.com/mail/u/0/?ui=2&ik=d92d1cfcbe&view=pt&search=inbox&msg=...> 2016-01-28

to the utility for enrollment and service with Planet Energy will commence within 30 - 90 days. You will receive a letter confirming your agreement with Planet Energy.

Why would my agreement be delayed?

Your agreement cannot be processed if the information provided to Planet Energy was incorrect. Should this occur, a customer service representative will contact you in order to confirm that your information is correct.

Attached you will find a copy of your Terms & Conditions, Disclosure Statement(s) and Price Comparison (s) forms. If you haven't already done so, please print a copy of this information for your records. Once your service has begun with Planet Energy, your utility bill will indicate Planet Energy (Ontario) Corp. as your supplier.

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

Thank you,

Planet Energy (Ontario) Corp.
1500-5255 Yonge Street
Toronto, ON
M2N 6P4

This e-mail is confidential and may contain privileged information. If you are not the intended recipient, please immediately delete and notify the sender. Any unauthorized use or disclosure is prohibited.

2 attachments



Ontario_Residential_Commercial_Terms_Conditions_v15.pdf
145K



DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-502_EN.pdf
333K

THIS IS **EXHIBIT "B"** TO THE
AFFIDAVIT OF **EPHRY MUDRYK**
SWORN BEFORE ME
THIS 13th DAY OF JULY, 2017


A COMMISSIONER ETC.

Ephry Mudryk

From: [REDACTED] <[REDACTED]@[REDACTED].n[REDACTED]>
Sent: Friday, July 07, 2017 10:54 AM
To: Susi Ahlborn
Cc: Justin Safayeni; gzacher@stikeman.com; [REDACTED]; [REDACTED]
Subject: Re: Procedural Order No. 2 - amended - EB-2017-0007 Ontario Energy Board
Attachments: OEB.pdf

Hi,
 Kindly be advised that, everything I had was provided and emailed on May 05, 2017.

Regards,
 [REDACTED]

On Fri, Jun 30, 2017 at 2:57 PM, Susi Ahlborn <Susi.Ahlborn@oeb.ca> wrote:

Good afternoon:

The OEB has issued its amended Procedural Order No. 2 pertaining to case File No. EB-2017-0007.

Please see attached.

Thank you.

Susi É. Ahlborn

Case Administrator

Office of the Registrar



2300 Yonge St. Suite 2700 Toronto ON M4P 1E4

Tel. [416-440-7603](tel:416-440-7603) Fax: [416-440-7656](tel:416-440-7656) email: (NEW) susi.ahlborn@oeb.ca

This electronic transmission, including any accompanying attachments, may contain information that is confidential, privileged and/or exempt from disclosure under applicable law, and is intended only for the recipient(s) named above. Any distribution, review, dissemination or copying of the contents of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and permanently delete the copy you have received.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont

confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

THIS IS **EXHIBIT "C"** TO THE
AFFIDAVIT OF **EPHRY MUDRYK**
SWORN BEFORE ME
THIS 13th DAY OF JULY, 2017


A COMMISSIONER ETC.

Ephry Mudryk

From: [REDACTED] >
Sent: Sunday, June 18, 2017 6:57 AM
To: Birgit Armstrong
Cc: [REDACTED]
Subject: RE: Planet Energy_Motion for Disclosure

Birgit, I have been speaking with Mr. [REDACTED] and he says he has sent one or more times and is sending again the information you are requesting. Everything I have received from Planet Energy and the OEB I have forwarded to Mr. [REDACTED] to ensure it is filed securely. Saying this please contact me if there is something else you require from me you feel is not included in the files he has sent.

Thank you
 [REDACTED]

From: Birgit Armstrong [<mailto:Birgit.Armstrong@oeb.ca>]
Sent: June 13, 2017 2:21 PM
To: [REDACTED]
Cc: Chris Marijan
Subject: Planet Energy_Motion for Disclosure

Hi [REDACTED]

As discussed earlier today, Planet Energy has filed a Notice of Motion which requests that you disclose any communications that you may have had with Mr. [REDACTED] Planet Energy, a collection agency and OEB staff. Please provide us with any communication and/or notes you have and we will forward them to Planet Energy. You indicated earlier that you will be able to do this by the end of the week, which is much appreciated.

I also want to confirm that your address is:

[REDACTED]
 [REDACTED]

Thanks,

Birgit Armstrong

Advisor, Investigations
 Ontario Energy Board
 416-544-5162

birgit.armstrong@oeb.ca

For general enquiries please contact the Industry Relations at: IndustryRelations@oeb.ca

* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other *Act*.

Please note my email address has changed to birgit.armstrong@oeb.ca.

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THIS IS **EXHIBIT "D"** TO THE
AFFIDAVIT OF **EPHRY MUDRYK**
SWORN BEFORE ME
THIS 13th DAY OF JULY, 2017


A COMMISSIONER ETC.

Ephry Mudryk

From: [REDACTED]
Sent: Friday, June 02, 2017 3:52 PM
To: Birgit Armstrong
Subject: Re: Planet Energy_Enforcement Proceeding_EB-2017-0007

I don't think I want to provide names as I have already been threatened

Sent from my iPhone

On Jun 2, 2017, at 3:36 PM, Birgit Armstrong <[Birgit.Armstrong@oeb.ca](mailto:birgit.armstrong@oeb.ca)> wrote:

Hi [REDACTED],

I write to request that you provide us with the names (if not already provided) and contact information of the following individuals, referred to in your witnesses statement as:

- ACN trainer
- More experienced ACN IBO by my side (who had signed me up for ACN, and who stood to benefit financially from my sales)
- "Senior Vice-President" at ACN (who I believe was just another IBO)
- ACN IBO provided me with a type of 'script' that set out a sales approach to take when approaching consumers
- other ACN IBOs working on behalf of Planet Energy

Please provide this information at your earliest opportunity.

Birgit Armstrong

Advisor, Investigations
 Ontario Energy Board
 416-544-5162
birgit.armstrong@oeb.ca

For general enquiries please contact the Industry Relations at: IndustryRelations@oeb.ca

* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other *Act*.

Please note my email address has changed to birgit.armstrong@oeb.ca.

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vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur
immédiatement par retour du courriel.

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15,
(Schedule B);

AND IN THE MATTER OF a Notice of Intention to Make an Order for
Compliance and Payment of an Administrative Penalty against Planet Energy
(Ontario) Corp. (ER-2011-0409) (GM-2013-0269)

ONTARIO ENERGY BOARD

Proceeding commenced at Toronto

**RESPONDING MOTION RECORD OF BOARD
ENFORCEMENT STAFF**
(Planet Energy Motion for Third Party Records)

Stockwoods LLP Barristers
TD North Tower
77 King Street West
Suite 4130, P.O. Box 140
Toronto-Dominion Centre
Toronto, ON M5K 1H1

Andrea Gonsalves LSUC #52532E

Email: AndreaG@stockwoods.ca

Justin Safayeni LSUC #58427U

Email: JustinS@stockwoods.ca

Tel: 416-593-7200

Fax: 416-593-9345

Lawyers for the Ontario Energy Board
Enforcement Staff