



EB-2017-0007

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)

AGREED CHRONOLOGY

Planet Energy and ACN

1. Planet Energy (Ontario) Corp. ("Planet Energy") is a licensed electricity retailer (Licence ER-2016-0385) and natural gas marketer (Licence GM-2013-0269) operating in Ontario. Planet Energy's electricity retailer licence was renewed by the Ontario Energy Board ("Board" or "OEB") on June 15, 2017 for a further 5-year term.
2. All-Communications Network Canada ("ACN") is a multi-level marketing company which markets various products, including contracts for energy, telephone and internet services. ACN markets its product lines through "independent business owner" ("IBO") representatives who introduce products to their "warm network" of family friends and acquaintances.
3. From November, 2009 to November, 2016, Planet Energy and ACN had a

contractual relationship under which authorized ACN IBOs were permitted to promote Planet Energy's natural gas and electricity products ("Planet Energy products") to potential customers.

4. The contract between Planet Energy and ACN expired in November, 2016 and since then Planet Energy has not promoted its products through ACN or any other multi-level marketing company.

ACN IBOs

5. From at least April 2012 to June 2015, [REDACTED] was an ACN IBO authorized to promote Planet Energy products.

6. From at least February 2015 to July 2015, [REDACTED] was an ACN IBO and a salesperson on behalf of Planet Energy in respect of energy contracts.

Planet Energy consumer: [REDACTED]

7. [REDACTED] was enrolled in an electricity contract with Planet Energy in April, 2015. [REDACTED] was the IBO who introduced [REDACTED] to Planet Energy products.

8. After [REDACTED] was enrolled, she received an email message with two PDF attachments: Terms and Conditions and a Price Disclosure. A true copy of the email to [REDACTED] with attachments is attached at **Tab 1**. She also received a welcome letter from Planet containing the Contract Terms and Conditions. A true copy of the welcome letter with the enclosures is attached at **Tab 2**.

9. On or about September 11, 2015, [REDACTED] received her first electric utility bill where Planet Energy was the supplier. A true copy of [REDACTED] September bill (with handwriting) is attached at **Tab 3**.
10. [REDACTED] made calls to Planet Energy's Customer Service line in early October 2015 and later in 2015 and early 2016 to address concerns about her contract.
11. On or about January 27, 2016, [REDACTED] filed a complaint with the OEB.
12. Part of the process for responding to consumer complaints is the completion of a Consumer Complaint Response document ("CCR") and as applicable, a Resolution Action Plan ("RAP").
13. A true copy of the completed CCR in respect of the [REDACTED] complaint is attached at **Tab 4**.
14. A true copy of the completed RAP in respect of the [REDACTED] complaint is attached at **Tab 5**.
15. On or about February 22, 2016, [REDACTED] received a cancellation confirmation letter from Planet Energy. A true copy of the letter is attached at **Tab 6**.
16. In February, 2016, [REDACTED] energy contract with Planet Energy was cancelled; notification of cancelation was sent by Planet Energy in February 2016 to the local distribution utility; and, the local distribution utility dropped Ms. [REDACTED] account with Planet Energy in May, 2016. Ms. [REDACTED] did not pay any cancellation charges.

Planet Energy consumer: [REDACTED]

17. [REDACTED] was enrolled into five contracts with Planet Energy in or around May, 2015 for five properties that he owned. [REDACTED] was the ACN IBO who introduced [REDACTED] to Planet Energy products. On May 15, 2015 [REDACTED] advised Planet Energy that all mail should be directed to one of [REDACTED] addresses. A copy of this email is attached at **Tab 7**.

18. After [REDACTED] was enrolled, Planet Energy delivered welcome letters to [REDACTED] (containing the contract terms and conditions) for each contract. True copies of the welcome letters with the enclosed contract terms and conditions are attached at **Tabs 7A, 7C, 7E and 7G**. In addition, emails were sent to him with two PDF attachments for each contract: Terms and Conditions and a Price Disclosure. True copies of the emails to [REDACTED] with the attachments are attached at **Tabs 7B, 7D, 7F, 7H and 7I**.

19. Planet energy sent a letter to [REDACTED] dated December 1, 2015 requesting further information concerning the apparent move of the service address in respect of Contract No. 10033272. A true copy of the December 1, 2015 letter sent to [REDACTED] is attached at **Tab 8**.

20. [REDACTED] authorized [REDACTED] to speak to Planet Energy on his behalf. [REDACTED] made calls to Planet Energy's customer service representatives to discuss issues relating to Contract No. 10033272 on December 4, 2015, January 22, 2016, January 28, 2016, February 12, 2016, February 18, 2016, February 22, 2016, March 16, 2016, March 17, 2016, March 22, 2016, March 29, 2016, April 6, 2016, April 22, 2016 and May 16, 2016. [REDACTED] also sent written communications to Planet Energy

relating to [REDACTED] contracts.

21. Contract No. 10033272 was cancelled on or about December 10, 2015.

22. On or about January 23, 2016, [REDACTED] filed a complaint with the OEB. A true copy of the completed CCR in respect of the [REDACTED] complaint is attached at **Tab 9**. A true copy of the completed RAP in respect of the [REDACTED] complaint is attached at **Tab 10**.

OEB Inspection

23. On April 25, 2016, the OEB commenced a compliance inspection of Planet Energy under Part VII of the *Ontario Energy Board Act, 1998* ("Inspection").

24. On May 16, 2016, the OEB provided Planet Energy with a "Request for Information – Compliance Inspection" ("Request"). A true copy of the Request is attached at **Tab 11**.

25. On May 27, 2016, the OEB provided Planet Energy with a revised "Request for Information – Compliance Inspection" ("Revised Request"). A true copy of the Revised Request is attached at **Tab 12**.

26. On June 6, 2016, Planet Energy provided the OEB with a letter responding to the Revised Request ("Response"), a PDF document titled "Question #1-3" ("Q1-3 Document") and a number of WAV files in response to the Revised Request. A true copy of the Response is attached at **Tab 13**. A true copy of Q1-3 Document is attached at **Tab 14**. A list of the WAV files provided to the OEB on June 6, 2016 is attached at

Tab 15.

27. On June 16, 2016, Planet Energy provided the OEB with an updated response to question 1 of the Revised Request ("Updated Q1 Document"). A true copy of Updated Q1 Document is attached at **Tab 16**.

28. On February 9, 2017, the OEB issued the Notice of Intention to Make an Order for Compliance, Restitution and Payment of an Administrative Penalty ("Notice of Intention"). A copy of the Notice is attached at **Tab 17**.

29. The Notice of Intention references 45 energy contracts sold by [REDACTED] and [REDACTED] as IBOs. Shortly after contract enrollment, Planet Energy electronically sent text-based copies of the contracts, disclosure statements and price comparisons to the email address provided for the consumer for each of the 45 energy contracts. Planet Energy also sent by direct mail within 3 to 5 days after contract enrollment Welcome Letters (enclosing contract terms and conditions) to the service address for the consumer for each of the 45 energy contracts.

Pre-Hearing Procedure

30. The OEB Enforcement Team provided initial disclosure to Planet Energy on February 13, 2017.

31. On February 23, 2017, Planet Energy requested a hearing before the Board with respect to the allegations raised in the Notice of Intention.

32. In response to disclosure requests from Planet Energy made on April 17, 2017,

and May 19, 2017, counsel for the OEB Enforcement Team provided further disclosure on May 9, 2017, June 2, 2017, July 11, 2017, September 15, 2017 and November 1, 2017 respectively. True copies of the disclosure requests from Planet Energy together with the responses from the OEB Enforcement Team are attached at **Tabs 18-20**.

33. On June 7, 2017, Planet Energy and the OEB Enforcement Team entered into an agreement with respect to the authenticity of certain categories of documents. A true copy of the authenticity agreement is attached at **Tab 21**.

TAB 1

From: welcome@planetenergy.ca [mailto:welcome@planetenergy.ca]

Sent: April-29-15 1:06 PM

To: [REDACTED]

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



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.

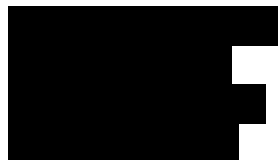
During your sign up process you made important representations to Planet Energy including:

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:



Order Details:

Electricity

Powerstream



Stability

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

Service Address:**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 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

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from November 1, 2014 to April 30, 2015

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 7.49 ¢ / 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	7.7	¢ / kWh	=	\$ 39.42
Mid-peak	144.0	kWh	X	11.4	¢ / kWh	=	\$ 16.42
On-peak	144.0	kWh	X	14.0	¢ / kWh	=	\$ 20.16
Estimated Monthly Electricity Supply Cost							\$ 76.00

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	7.49	800		\$59.92
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.345	800		-\$2.76
Estimated Monthly Electricity Supply Cost				\$103.53

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	7.49	800		\$59.92
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$104.29

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 (“**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.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino C. Silvestri
Co-CEO

TAB 2



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: $\text{Blended Price} = \frac{[(\text{Contract Price}) \times (\text{years remaining in Term})] + [(\text{New Price}) \times (\text{years expired in Term})]}{\text{Total number of years in Term}}$. 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

TAB 3



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

Page 1 of 1



Bill # [REDACTED]

Service Location: [REDACTED]

Premise # [REDACTED]

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	[REDACTED]	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 * = 4.99 cents
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

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.com

Jun 02 308.72

Aug 03 270.71

Oct 02 467.87? Planet Energy

price comparison

H70238491
Oct 02 - 2015

TAB 4

Consumer Complaint Response

2016-0000828

Assignment

Licensee Name

Planet Energy (Ontario) Corp.

Date Received

01/27/2016

Sent to Licensee Date

02/02/2016

Licensee Date Due

02/23/2016

Licensee E-mail: jsmall@planetenergy.ca

Licensee Phone: 647-253-9612

Consumer**Provided****Agent Name:**

Unknown

**Licensee
Provided****Agent Name:****CCR Complaint Status**

Completed

Licensee Response Date

02/23/2016

Licensee Representative**Consumer****Provided****Agent ID****Licensee
Provided****Agent ID**

Complaint Details

Reference Number

2016-0000828

Consumer Name

[REDACTED]

Representative Name**Energy Type**

Electricity

Consumer Address

[REDACTED]

Representative Address**Account Number**

[REDACTED]

Consumer Phone

[REDACTED]

Representative Phone**Consumer Email**

[REDACTED]

Representative E-mail**Classification**

Contract management

Topic

Consumer cancellation

Sub-Topic

Could not cancel within 30 days of first electricity bill

Synopsis

The consumer stated the following:

1. She verbally entered into a contract with Planet Energy in May, 2015, when a patient at her workplace suggested she sign up with them and she would pay 4.99c/kWh for five years and just call to cancel without penalty, if she needed to.
2. The salesperson took a picture of her last PowerStream bill with his cell phone and asked for her email address and phone number for the contract to be sent to her.
3. On April 30, 2015, she received a welcome email from Planet Energy and a document stating the five-year term at 4.99c/ kWh, which she also received by mail but without the Price Comparison or Disclosure Statement, which she did not sign.
4. When she received her first bill with Planet's charges on it, she immediately called to cancel the contract, as she noticed that her bill had increased by \$97.00. They told her to wait a couple of months and she could see a big difference.
5. She received another bill, her most recent, which was \$105 higher than usual and she called Planet again to allow her go back to Powerstream but they told her that they didn't have her bills and she should fax copies to them.
6. She faxed them the bills and called them another time to just cancel the contract and they told her she would have to pay a fee of \$250.00, plus tax, amounting to \$282.00.

.....
February 2, 1016:

7. After contacting the Ontario Energy Board, on January 27, 2016, she requested and received a copy of the contract but this time, it was accompanied by the Disclosure Statement and price Comparison on February 1, 2016.
8. She insists that she never signed any of these documents, either online or on paper and the place for the signature and date is blank.

Consumer Resolution Requested

Cancel Contract Without Penalty

Privacy Consent

Approval to share info with OEB Yes
Approval to share info with stakeholder Yes
Approval to share info with 3rd party No

Questions

Answers

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

The consumer enrolled with Planet Energy on April 29, 2015. Planet Energy sent the consumer a welcome letter via regular mail on April 30, 2015, which also contained a copy of the terms and conditions of the agreement.

The consumer contacted Planet Energy on October 5, 2015 with regards to the Global Adjustment.

The consumer contacted Planet Energy on November 24, 2015 regarding the rate and Global Adjustment. The consumer enquired about cancellation.

The consumer contacted Planet Energy on January 19, 2016 regarding the billed amounts. Planet Energy advised that it could review the consumer's bills.

The consumer contacted Planet Energy on January 26, 2016 to enquire about her bills. The consumer requested to speak with a supervisor. The consumer expressed concerns regarding the Global Adjustment and enquired about cancellation.

The consumer contacted Planet Energy on January 27, 2016 to enquire about cancellation.

The consumer contacted Planet Energy on February 16, 2016 regarding her complaint with the OEB.

The consumer contacted Planet Energy on February 18, 2016 regarding her complaint with the OEB, and advised that the OEB informed her that Planet Energy was going to cancel her account without termination charges.

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

Planet Energy spoke with the consumer. The consumer confirmed that she had enrolled with Planet Energy, and received the confirmation email from Planet Energy, with all documents and attachments, including the Price Comparison form. The consumer also confirmed that she had an understanding regarding signatures, but was not clear. Planet Energy was not aware of some of the statements made within the CCR, however attempted to address the consumers concerns when the consumer contacted Planet Energy.

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

Planet Energy was not aware of some of the statements made within the CCR, however attempted to address the consumers concerns when the consumer contacted Planet Energy.

The licensee resolution including timing and method of communication with consumer.

Planet Energy offered the consumer cancellation without early termination charges as a good will gesture, and the consumer confirmed that it would be a full resolution to her complaint. Planet Energy processed the cancellation and sent notification to the consumer.

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

No systemic issues identified.

What is the timing for resolution to be implemented?

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

Please see attached.

Attach same copies as above to OEB.

Please see attached.

Agent Tracking

Agent Name from Licensee

[REDACTED]

Date of Initial Training 4/17/2015

Agent Id from Licensee

[REDACTED]

Training Test score % 93

Date Agent Active

4/17/2015

Date of Retraining

Number of Contracts signed

Test score following Retraining

Number of Contacts Reaffirmed

Agent Action Taken

Agent Status

Compliant against Agent

Date Agent Inactive

Agent Trained by

Third Party Agency

Supporting Material

CCR Status

Status Complete

Owner Rosa,Joseph

Action Level Level 1

Interaction Status Closed

Due Date: 2/23/2016

Licensee Response Date: 2/23/2016

Review Complete Date: 2/26/2016

Yes/No Values**Please Choose a Value****Notes**

Review Synopsis

Review Licensee CCR Response:

Regulated Activity:

Attachments Included:

Review BillingPayment History:

Review Metering Activity:

Review Disconnection Process:

Review Customer Service Rules:

Review Facility Related Activity:

Review (other) 1:

Review (other) 2:

Review (other) 3:

Closure Action: No immediate issues CCR Reviewed Yes

Confirmation Email.pdf

DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-502_EN.pdf

Ontario_Residential_Commercial_Terms_Conditions_v15.pdf

Licensee Closure**Resolution**

Contract Valid

Action

No Further Action

CCR Completed By

Jordan Small

Reimbursement Amount**Additional Comments**

TAB 5

Resolution Action Plan (RAP)

Date Printed: November 04, 2016

Time Printed: 8:29:53AM

Assignment

RAP Date Assigned

2016/03/01

Due Date

2016/03/04

Date Completed**Cause for RAP**

CCR Response inadequate - escalated to Compliance

2nd Cause for RAP

Details

Reference Number

2016-0000828

Consumer Name

[REDACTED]

Representative Name**Energy Type**

Electricity

Consumer Address

[REDACTED]

Representative Address**Account Number**

[REDACTED]

Consumer Phone

[REDACTED]

Representative Phone**Date Received**

2016/01/27

Consumer Email

[REDACTED]

Representative Email**Synopsis**

The consumer stated the following:

1. She verbally entered into a contract with Planet Energy in May, 2015, when a patient at her workplace suggested she sign up with them and she would pay 4.99c/kWh for five years and just call to cancel without penalty, if she needed to.
2. The salesperson took a picture of her last PowerStream bill with his cell phone and asked for her email address and phone number for the contract to be sent to her.
3. On April 30, 2015, she received a welcome email from Planet Energy and a document stating the five-year term at 4.99c/ kWh, which she also received by mail but without the Price Comparison or Disclosure Statement, which she did not sign.
4. When she received her first bill with Planet's charges on it, she immediately called to cancel the contract, as she noticed that h bill had increased by \$97.00. They told her to wait a couple of months and she could see a big difference.
5. She received another bill, her most recent, which was \$105 higher than usual and she called Planet again to allow her go back to Powerstream but they told her that they didn't have her bills and she should fax copies to them.
6. She faxed them the bills and called them another time to just cancel the contract and they told her she would have to pay a fee of \$250.00, plus tax, amounting to \$282.00.

.....

February 2, 1016:

7. After contacting the Ontario Energy Board, on January 27, 2016, she requested and received a copy of the contract but this time, it was accompanied by the Disclosure Statement and price Comparison on February 1, 2016.
8. She insists that she never signed any of these documents, either online or on paper and the place for the signature and date is blank.

Complaint Classification

Contract management, Internet sales, Internet sales, Disclosure statements/price comparisons, Disclosure statements/price comparisons, Disclosure statements/price comparisons, Disclosure statements/price comparisons

Stakeholder Comments/Corrections

Resolution Requested

Resolution Action Plan

Question**Response****Previous Response**

Planet states they spoke with the consumer on

Please see attached.
[3/4/2016 3:08:47 PM]

October 5, 2015

November 24, 2015

January 26, 2016

January 19, 2016

January 27, 2016

February 18, 2016

Please provide a copy of the each of the above mentioned calls. Do not alter the calls; I would like to review each call from beginning to end

Please complete the agent information as required and requested in the CCR

Planet Energy completed the information as required, however if fields are missing, Planet Energy will populate those fields. Please advise. [3/4/2016 3:08:47 PM]

Please provide a copy of the agent's business card with his/her name on the card – templates are not accepted

Please provide a copy of the agent's ID with picture and ID number – template is not accepted

1) Please provide a copy of the letter mailed to the consume regarding the cancellation.

Please list the dates in which Planet spoke to the consumer after receiving the OEB complaint

Planet Energy is attempting to get a copy of the documentation, however will need additional time.

[3/4/2016 3:08:47 PM]

Please see attached.

[3/4/2016 3:08:47 PM]

February 22, 2016.

[3/4/2016 3:08:47 PM]

Stakeholder Responses

Acknowledgement Call Details

N/A

Complaint History

N/A

Action to Resolve

N/A

Rational

N/A

Timing of Resolution

N/A

RAP Supporting Material

Attachment Name

Attachment Type

Cancellation_Note.pdf

Licensee's Response

Inbound - 2015-01-26.wav

Licensee's Response

Inbound - 2015-01-26-A.wav

Licensee's Response

Inbound - 2015-01-26-B.wav

Licensee's Response

Inbound - 2015-01-26-C.wav

Licensee's Response

Inbound - 2015-01-27.wav

Licensee's Response

Inbound - 2015-01-27-A.wav

Licensee's Response

Inbound - 2015-10-05.wav

Licensee's Response

Inbound - 2015-11-24.wav

Licensee's Response

Inbound - 2016-02-18.wav

Licensee's Response

RAP Status

RAP Completed By Jordan Small

Complete / Incomplete ? Complete

Consumer Complaint Response

Licensee Action Required

Account History

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

The consumer enrolled with Planet Energy on April 29, 2015. Planet Energy sent the consumer a welcome letter via regular mail on April 30, 2015, which also contained a copy of the terms and conditions of the agreement.

The consumer contacted Planet Energy on October 5, 2015 with regards to the Global Adjustment.

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The consumer contacted Planet Energy on February 16, 2016 regarding her complaint with the OEB.

The consumer contacted Planet Energy on February 18, 2016 regarding her complaint with the OEB, and advised that the OEB informed her that Planet Energy was going to cancel her account without termination charges.

Contact Consumer

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

Planet Energy spoke with the consumer. The consumer confirmed that she had enrolled with Planet Energy, and received the confirmation email from Planet Energy, with all documents and attachments, including the Price Comparison form. The consumer also confirmed that she had an understanding regarding signatures, but was not clear. Planet Energy was not aware of some of the statements made within the CCR, however attempted to address the consumers concerns when the consumer contacted Planet Energy.

Prior Action to Resolve

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

Planet Energy was not aware of some of the statements made within the CCR, however attempted to address the consumers concerns when the consumer contacted Planet Energy.

Licensee Resolution with Consumer

The licensee resolution including timing and method of communication with consumer.

Planet Energy offered the consumer cancellation without early termination charges as a good will gesture, and the consumer confirmed that it would be a full resolution to her complaint. Planet Energy processed the cancellation and sent notification to the consumer.

Licensee Internal Action

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

No systemic issues identified.

Timing of Resolution

What is the timing for resolution to be implemented?

Copy of Material to Consumer

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

Please see attached.

Copy of Material To OEB

Attach same copies as above to OEB.

Please see attached.

CCR Supporting Material

Attachment Name

Confirmation Email.pdf

Attachment Type

8:39:34PM

Licensee Closure

Licensee Response Date

2016/02/23

Resolution

Contract Valid

Action

No Further Action

Reimbursement Amount

CCR Additional Comments

Completed By

Jordan Small

TAB 6



Cancellation Confirmation

February 22, 2016



Re: Request to Cancel Electricity Supply Agreement # 10032673

Dear 

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

TAB 7

From: [REDACTED]
Sent: Tuesday, May 19, 2015 11:21 AM
To: CustomerRelations
Subject: Re: [REDACTED]..IBO 02419593

I do have verbal authorization to make changes

1)For [REDACTED]..there is 5 hydro accounts..the mailing address for all should be his office
[REDACTED]
[REDACTED]

2)Again for [REDACTED] in my back office it shows 2 hydro accounts rejected..those 2 accounts are with Hydro One..the account numbers were entered incorrectly..my client sent an email with the correct numbers

3) [REDACTED]...the new contact is a partner in the [REDACTED]...email [REDACTED]..gas and hydro

4) [REDACTED] has reviewed the proposal for a lower hydro rate re switch to large commercial..he has elected to go with the offer of 4.69 cents for 5 years

Please advise if this is acceptable

[REDACTED]
On Tue, May 19, 2015 at 10:56 AM, CustomerRelations <CustomerRelations@planetenergy.ca> wrote:

Good morning,

Please be advised you must obtain written or verbal authorization from your customers to make changes to their accounts. For large commercial, if customers are over the usage threshold, the customers will need to fill in the lead pass form.

Should you have any questions or concerns, please do not hesitate to contact Planet Energy at [1-866-360-8569](tel:1-866-360-8569).

Regards,

Customer Relations



Planet Energy

5255 Yonge Street, Suite 1500, Toronto ON M2N 6P4, Canada

Toll Free: 866.360.8569 | Fax: 855.360.3041

customerrelations@planetenergy.ca

www.planetenergy.ca

From: [REDACTED]
Sent: May-15-15 5:06 PM
To: CustomerRelations; customerservice@acn.com
Subject: [REDACTED]..IBO 02419593

I need to know how to make changes on some of my customers accounts

- 1) change mailing address
- 2) change customer contact info

Also a question re the Commercial Sales Program re Notice of Authorization

When I have a new customer for Hydro etc that qualifies as Large Commercial..do they sign up and then submit the application for a different rate based on there usage

ie Change mailing address for [REDACTED] tel [REDACTED]..he owns 5 investment properties but all mail should go to his business address

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.

A



Welcome Letter

104

May 4, 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:

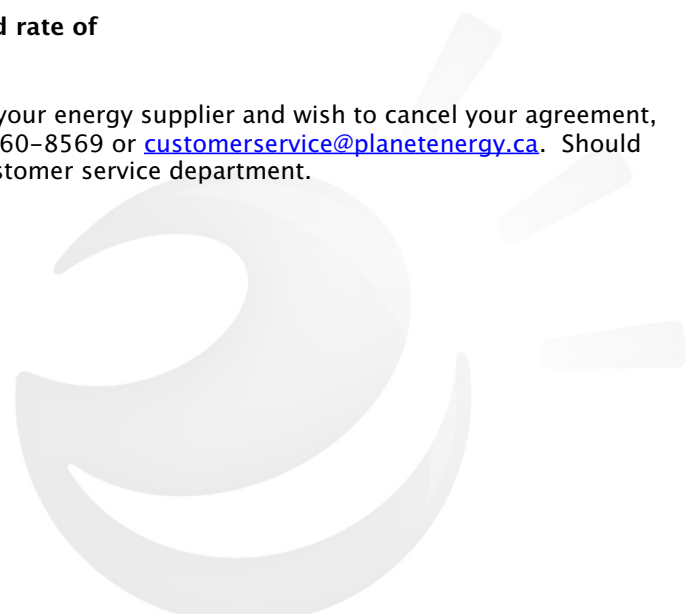
Registration Date:	May 3, 2015	Identification Number:	10033272
Commodity:	Electricity		
Term:	5 YEARS		
Price/Program:	Stability, 5 year term with a fixed rate of 4.99 cents/kWh.		

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

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From: welcome@planetenergy.ca [mailto:welcome@planetenergy.ca]

Sent: May-03-15 2:07 PM

To: [REDACTED]

Subject: ON Email Confirmation: ACN/PE Energy Signup -10033272



Sunday May 03, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10033272**. Please keep this for your reference.

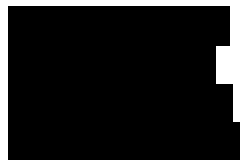
During your sign up process you made important representations to Planet Energy including:

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: Sunday May 03, 2015

Customer Information:



Order Details:

Electricity
Newmarket Hydro Limited



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

Service Address:**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 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

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

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2015 to October 31, 2015

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 8.19 ¢ / 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	8.0	¢ / kWh	=	\$ 40.96
Mid-peak	144.0	kWh	X	12.2	¢ / kWh	=	\$ 17.57
On-peak	144.0	kWh	X	16.1	¢ / kWh	=	\$ 23.18
Estimated Monthly Electricity Supply Cost							\$ 81.71

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.252	800		-\$2.02
Estimated Monthly Electricity Supply Cost				\$109.87

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$109.89

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 _____

C



Welcome Letter

105

May 4, 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:

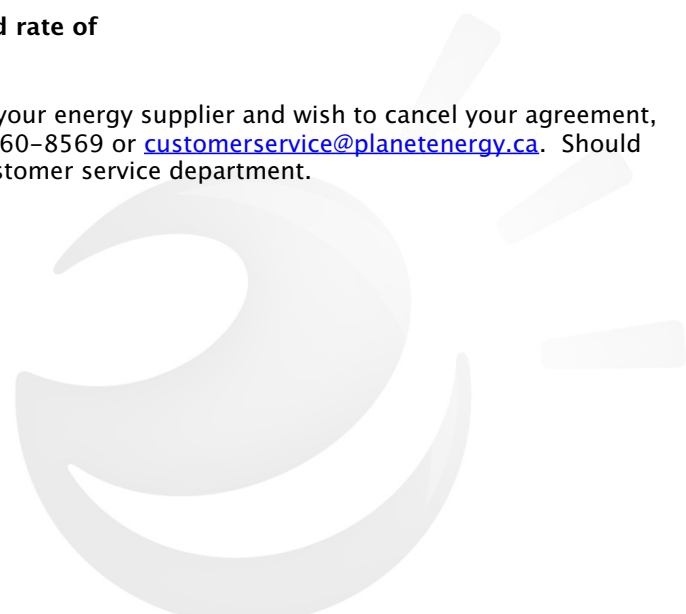
Registration Date:	May 3, 2015	Identification Number:	10033273
Commodity:	Electricity		
Term:	5 YEARS		
Price/Program:	Stability, 5 year term with a fixed rate of 4.99 cents/kWh.		

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

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From: welcome@planetenergy.ca
Sent: Sunday, May 03, 2015 3:07 PM
To: [REDACTED]
Subject: ON Email Confirmation: ACN/PE Energy Signup -10033273
Attachments: Ontario_Residential_Commercial_Terms_Conditions_v15.pdf;
DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-505_EN.pdf



Sunday May 03, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10033273**. 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: Sunday May 03, 2015

Customer Information:



Order Details:

Electricity
Hydro One Networks Inc.



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

Service Address:





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 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

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

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2015 to October 31, 2015

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 8.19 ¢ / 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	8.0	¢ / kWh	=	\$ 40.96
Mid-peak	144.0	kWh	X	12.2	¢ / kWh	=	\$ 17.57
On-peak	144.0	kWh	X	16.1	¢ / kWh	=	\$ 23.18
Estimated Monthly Electricity Supply Cost							\$ 81.71

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.252	800		-\$2.02
Estimated Monthly Electricity Supply Cost				\$109.87

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$109.89

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 _____

E



Welcome Letter

100

May 4, 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:	May 3, 2015	Identification Number:	10033268
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: $\text{Blended Price} = \frac{[(\text{Contract Price}) \times (\text{years remaining in Term})] + [(\text{New Price}) \times (\text{years expired in Term})]}{\text{Total number of years in Term}}$. 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

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From: welcome@planetenergy.ca
Sent: Sunday, May 03, 2015 2:07 PM
To: [REDACTED]
Subject: ON Email Confirmation: ACN/PE Energy Signup -10033268
Attachments: Ontario_Residential_Commercial_Terms_Conditions_v15.pdf;
DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-505_EN.pdf



Sunday May 03, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10033268**. Please keep this for your reference.

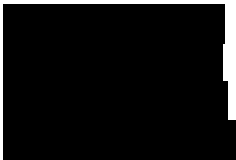
During your sign up process you made important representations to Planet Energy including:

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: Sunday May 03, 2015

Customer Information:



Order Details:

Electricity
Newmarket Hydro Limited



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

Service Address:





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 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

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.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino C. Silvestri
Co-CEO

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2015 to October 31, 2015

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 8.19 ¢ / 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	8.0	¢ / kWh	=	\$ 40.96
Mid-peak	144.0	kWh	X	12.2	¢ / kWh	=	\$ 17.57
On-peak	144.0	kWh	X	16.1	¢ / kWh	=	\$ 23.18
Estimated Monthly Electricity Supply Cost							\$ 81.71

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.252	800		-\$2.02
Estimated Monthly Electricity Supply Cost				\$109.87

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$109.89

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 _____

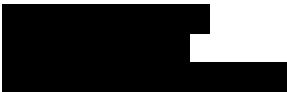
G



Welcome Letter

101

May 4, 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:

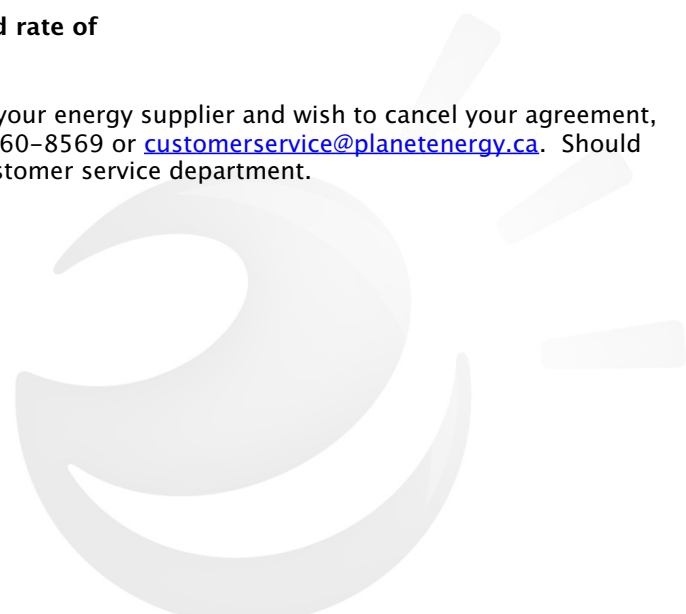
Registration Date:	May 3, 2015	Identification Number:	10033269
Commodity:	Electricity		
Term:	5 YEARS		
Price/Program:	Stability, 5 year term with a fixed rate of 4.99 cents/kWh.		

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

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From: welcome@planetenergy.ca
Sent: Sunday, May 03, 2015 2:07 PM
To: [REDACTED]
Subject: ON Email Confirmation: ACN/PE Energy Signup -10033269
Attachments: Ontario_Residential_Commercial_Terms_Conditions_v15.pdf;
DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-505_EN.pdf



Sunday May 03, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10033269**. 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: Sunday May 03, 2015

Customer Information:



Order Details:

Electricity
Hydro One Networks Inc.



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

Service Address:





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 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

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

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2015 to October 31, 2015

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 8.19 ¢ / 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	8.0	¢ / kWh	=	\$ 40.96
Mid-peak	144.0	kWh	X	12.2	¢ / kWh	=	\$ 17.57
On-peak	144.0	kWh	X	16.1	¢ / kWh	=	\$ 23.18
Estimated Monthly Electricity Supply Cost							\$ 81.71

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.252	800		-\$2.02
Estimated Monthly Electricity Supply Cost				\$109.87

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$109.89

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 _____

I

From: welcome@planetenergy.ca
Sent: Monday, May 04, 2015 8:08 PM
To: [REDACTED]
Subject: ON Email Confirmation: ACN/PE Energy Signup -10033317
Attachments: Ontario_Residential_Commercial_Terms_Conditions_v15.pdf;
DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-505_EN.pdf



Monday May 04, 2015

Congratulations!

You have completed your agreement with Planet Energy through ACN. Your deal identification number for your order is **10033317**. 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: Monday May 04, 2015

Customer Information:



Order Details:

Electricity
Innisfil Hydro Distribution



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

Service Address:





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 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

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.

A handwritten signature in black ink, appearing to read "Nino C. Silvestri".

Nino C. Silvestri
Co-CEO

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.

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



Ontario Energy Board

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

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.**

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
Arabic

ελληνικά
Greek

Italiano
Italian

中文
Chinese

Polski
Polish

Português
Portuguese

ਪੰਜਾਬੀ
Punjabi

Español
Spanish

Tagalog
Tagalog

தமிழ்
Tamil

Tiếng Việt
Vietnamese

Price Comparison for Residential Electricity Consumers

This document is valid from May 1, 2015 to October 31, 2015

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 8.19 ¢ / 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	8.0	¢ / kWh	=	\$ 40.96
Mid-peak	144.0	kWh	X	12.2	¢ / kWh	=	\$ 17.57
On-peak	144.0	kWh	X	16.1	¢ / kWh	=	\$ 23.18
Estimated Monthly Electricity Supply Cost							\$ 81.71

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	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Utility Registration Fee			2.00	\$2.00
Administration Fee ⁴			4.45	\$4.45
RPP Variance ⁵	-0.252	800		-\$2.02
Estimated Monthly Electricity Supply Cost				\$109.87

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

	Price (¢/kWh)	Volume (kWh)	\$	Monthly Cost (\$)
Planet Energy Fixed Price ¹	4.99	800		\$39.92
Forecast of the Global Adjustment ²	8.19	800		\$65.52
Forecast Balancing Credit or Charge ³	0.00	800		\$0.00
Administration Fee ⁴			4.45	\$4.45
Estimated Monthly Electricity Supply Cost				\$109.89

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 _____

TAB 8



ACTION REQUIRED - SERVICE INTERRUPTION

December 1, 2015



Contract #: 10033272

Dear [REDACTED],

Your Local Distribution Company Newmarket Hydro Limited has notified us that a change of information has occurred on your account.

This is likely the result of a recent move to a new service address or a change in your account status. In order to ensure that your services with Planet Energy (Ontario) continue without interruption, please contact us today to provide us with the following utility account information:

- **New service address**
- **New utility account number**
- **Name exactly as it appears on your new utility bill**

You are currently under contract with Planet Energy Corp. for your electricity supply. Your Agreement is dated May, 3, 2015

If you do not contact us by December, 6, 2015, we must assume that you have chosen to cancel your Agreement with Planet Energy. As per the Terms and Conditions of your Agreement, you will be subject to paying Early Termination charges (please refer to Section 7 and 8 of your Terms and Conditions).

The Early Termination Charges which may be payable if you do not take further action, will be \$1340.79.

In order to avoid these charges and potentially have your account referred to collections, please contact one of our customer service representatives today at 1-866-360-8569.

We look forward to your prompt reply so that you may continue to enjoy the benefits of your program.

Sincerely,

Planet Energy

Customer Relations
Planet Energy (Ontario) Corp.

TAB 9

Date Printed : November 08, 2016

Time Printed : 9:16:51AM

Consumer Complaint Response

2016-0000729

Assignment

Licensee Name

Planet Energy (Ontario) Corp.

Date Received

01/23/2016

Sent to Licensee Date

01/25/2016

Licensee Date Due

02/16/2016

CCR Complaint Status

Completed

Licensee Response Date

02/16/2016

Licensee E-mail: jsmall@planetenergy.ca

Licensee Phone: 647-253-9612

Licensee Representative**Consumer****Provided****Agent Name:**

Unknown

Consumer**Provided****Agent ID****Licensee****Provided****Agent Name:****Licensee****Provided****Agent ID**

02419593

Complaint Details

Reference Number

2016-0000729

Consumer Name

[REDACTED]

Representative Name**Energy Type**

Electricity

Consumer Address

[REDACTED]

Representative Address**Account Number**

10033272

Consumer Phone

[REDACTED]

Representative Phone**Consumer Email**

[REDACTED]

Representative E-mail**Classification**

Contract (technical)

Topic

Consumer rights and disclosures

Sub-Topic

Cancellation without penalty if move premises

Synopsis

I purchased a HydroContract from Planet Energy acct no 10033272.. [REDACTED]
The Hydro started flowing June 15th,2015 through Plantet Energy
I sold the house in Dec /2015..I operated my Business from that house ..I moved my Business Office to another location. There was no opportunity for me to transfer the Hydro Contract
I was not aware of the Cancellation Penalty,,approx \$1400
In the Terms and Conditions of my contract it is my understanding by moving my business where I am unable to transfer the Contract..there would be no cancellation fee
The \$1400 was sent to a Collection Agency which has been relentless and threatening to ruin my credit rating
I am looking for some help and direction to have the Penalty removed
Sincerely
[REDACTED]

Consumer Resolution Requested

OEB to Confirm the Regulatory / Legal Obligation

Privacy Consent

Approval to share info with OEB	Yes
Approval to share info with stakeholder	Yes
Approval to share info with 3rd party	No

Questions

Answers

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

The consumer entered into the agreement with Planet Energy on May 3, 2015. Planet Energy sent the consumer a welcome letter via regular mail on May 4, 2015, which also contained a copy of the terms and conditions of the agreement.

Planet Energy contacted the consumer on May 5, 2015 to conduct a quality assurance call, wherein the consumer confirmed their enrollment with Planet Energy.

Planet Energy received notification of a drop on December 1, 2015 of the consumers account, and sent the consumer notice of the drop via email.

Planet Energy attempted to contact the consumer on December 2, 2015 and was informed that he will call back.

The consumer sent a copy of his driver's licence on December 11, 2015, however it was not deemed valid to waive early termination charges on the consumers account.

The consumer contacted Planet Energy on January 21, 2016 and authorized [REDACTED] to speak on his behalf.

[REDACTED] contacted Planet Energy on January 22, 2016, wherein Planet Energy advised [REDACTED] that the consumer can submit documentation for review and if sufficient, early termination charges will not apply, or will if not sufficient.

The consumer contacted Planet Energy on January 28, 2016 stated that they have documents, however Planet Energy has not received any for review. Planet Energy advised the consumer that Planet Energy must receive valid documents for review.

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

Planet Energy has sent the consumer a written follow up.

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

The consumer provided documentation, however it was determined as invalid to waive the early termination charges.

The licensee resolution including timing and method of communication with consumer.

At present time, early termination charges are applicable and the consumer has been notified.

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

No systemic issues identified.

What is the timing for resolution to be implemented?

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

Please see attached.

Attach same copies as above to OEB.

Please see attached.

Agent Tracking

Agent Name from Licensee		Date of Initial Training	23/04/2015
Agent Id from Licensee	02419593	Training Test score %	93
Date Agent Active	23/04/2015	Date of Retraining	
Number of Contracts signed		Test score following Retraining	
Number of Contacts Reaffirmed			
Agent Action Taken			
Agent Status	Compliant against Agent	Date Agent Inactive	
Agent Trained by	Third Party Agency		

Supporting Material

CCR Status

Status	Complete	Owner	Rosa,Jose		
		Action Level	Level 1	Interaction Status	Closed
Due Date:	16/02/2016	Licensee Response Date:	16/02/2016	Review Complete Date:	19/02/2016

Yes/No Values

Please Choose a Value

Notes

Review Synopsis

Review Licensee CCR Response:

Regulated Activity:

Attachments Included:

Review BillingPayment History:

Review Metering Activity:

Review Disconnection Process:

Review Customer Service Rules:

Review Facility Related Activity:

Review (other) 1:

Review (other) 2:

Review (other) 3:

Closure Action: Follow-up required on consumer CCR Reviewed Yes

Confirmation Email.pdf

DISCLOSUREPRICE_ELE_R_AU_ACN-ONFBE-505_EN.pdf

Ontario_Residential_Commercial_Terms_Conditions_v15.pdf

Licensee Closure

Resolution

Contract Valid

Action

No Further Action

CCR Completed By

Jordan Small

Reimbursement Amount

Additional Comments

TAB 10

Resolution Action Plan (RAP)

Date Printed: November 08, 2016
Time Printed: 9:15:34AM

Assignment

RAP Date Assigned
2016/02/19

Due Date
2016/02/26

Date Completed

Cause for RAP

CCR Response inadequate - escalated to Compliance

2nd Cause for RAP

Details

Reference Number
2016-0000729

Consumer Name

[REDACTED]

Representative Name

Energy Type
Electricity

Consumer Address

[REDACTED]

Representative Address

Account Number
10033272

Consumer Phone

[REDACTED]

Representative Phone

Date Received
2016/01/23

Consumer Email

[REDACTED]

Representative Email

Synopsis

I purchased a HydroContract from Planet Energy acct no 10033272. [REDACTED]
The Hydro started flowing June 15th,2015 through Plantet Energy
I sold the house in Dec /2015..I operated my Business from that house ..I moved my Business Office to another location.There was no opportunity for me to transfer the Hydro Contract
I was not aware of the Cancellation Penalty,,approx \$1400
In the Terms and Conditions of my contract it is my understanding by moving my business where I am unable to transfer the Contract..there would be no cancellation fee
The \$1400 was sent to a Collection Agency which has been relentless and threatening to ruin my credit rating
I am looking for some help and direction to have the Penalty removed
Sincerely
[REDACTED]

Complaint Classification

Contract (technical), Contract (technical)

Stakeholder Comments/Corrections

Resolution Requested

Cancel contract without penalties.

Resolution Action Plan

Question

Please provide a copy of the May 5, 2015 quality assurance call.

Please provide a copy of the email Planet Energy sent the consumer regarding the notice of the drop.

The CCR stated the following: "The consumer sent a copy of his driver's licence on December 11, 2015, however it was not deemed valid to waive early termination charges on the consumers account."

Please explain why it was not "deemed valid".

Can you explain what Planet Energy deems sufficient and what it would not consider sufficient so Board staff can have a better understanding.

Response

Previous Response

Please see attached.

[2/25/2016 2:23:32 PM]

Please see attached.

[2/25/2016 2:23:32 PM]

As outlined by the consumer, he was not a resident of the address, which is reflected in the consumer's licence.

[2/25/2016 2:23:32 PM]

Planet Energy would be happy to review such with Board Staff, however cannot do so in this medium as the different scenarios and situations are a complicated matter. Planet Energy would be happy to meet with Board Staff at any time.

[2/25/2016 2:23:32 PM]

Stakeholder Responses

Acknowledgement Call Details

N/A

Complaint History

N/A

Action to Resolve

N/A

Rational

N/A

Timing of Resolution

N/A

RAP Supporting Material

Attachment Name

Outbound - 2015-05-05.wav

Customer Notice Letter.pdf

Attachment Type

Licensee's Response

Licensee's Response

RAP Status

RAP Completed By

Jordan Small

Complete / Incomplete ?

Complete

Consumer Complaint Response

Licensee Action Required

Account History

Licensee to review consumer file and Complaint including contract, recorded telesales calls, reaffirmation calls, correspondence with consumer and account history. Details to be provided in response here.

The consumer entered into the agreement with Planet Energy on May 3, 2015. Planet Energy sent the consumer a welcome letter via regular mail on May 4, 2015, which also contained a copy of the terms and conditions of the agreement.

Planet Energy contacted the consumer on May 5, 2015 to conduct a quality assurance call, wherein the consumer confirmed their enrollment with Planet Energy.

Planet Energy received notification of a drop on December 1, 2015 of the consumers account, and sent the consumer notice of the drop via email.

Planet Energy attempted to contact the consumer on December 2, 2015 and was informed that he will call back.

The consumer sent a copy of his driver's licence on December 11, 2015, however it was not deemed valid to waive early termination charges on the consumers account.

The consumer contacted Planet Energy on January 21, 2016 and authorized [REDACTED] to speak on his behalf.

Mr. [REDACTED] contacted Planet Energy on January 22, 2016, wherein Planet Energy advised Mr. [REDACTED] that the consumer can submit documentation for review and if sufficient, early termination charges will not apply, or will if not sufficient.

The consumer contacted Planet Energy on January 28, 2016 stated that they have documents, however Planet Energy has not received any for review. Planet Energy advised the consumer that Planet Energy must receive valid documents for review.

Contact Consumer

Call consumer to confirm receipt of Complaint from OEB and discuss complaint details.

Planet Energy has sent the consumer a written follow up.

Prior Action to Resolve

Provide explanation of why the issue was not resolved at the initial contact from the consumer.

The consumer provided documentation, however it was determined as invalid to waive the early termination charges.

Licensee Resolution with Consumer

The licensee resolution including timing and method of communication with consumer.

At present time, early termination charges are applicable and the consumer has been notified.

Licensee Internal Action

Detail action to be undertaken within licensee to address systemic issue or clarify position. Include actions such as agent retraining, agent discipline, call centre script changes, etc.

No systemic issues identified.

Timing of Resolution

What is the timing for resolution to be implemented?

Copy of Material to Consumer

Licensee to provide copies of material to consumer. Include copy of contract or telesales recording, terms and conditions, reaffirmation call and any correspondence with the consumer. Provide details on when/how sent to consumer.

Please see attached.

Copy of Material To OEB

Attach same copies as above to OEB.

Please see attached.

CCR Supporting Material**Attachment Name**

Confirmation Email.pdf

Attachment Type

8:47:29AM

Licensee Closure**Licensee Response Date**

2016/02/16

Resolution

Contract Valid

Action

No Further Action

Reimbursement Amount**CCR Additional Comments****Completed By**

Jordan Small

TAB 11

**Ontario Energy
Board**
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto ON M4P 1E4
Telephone: (416) 481-1967
Facsimile: (416) 440-7656
Toll Free : 1-888-632-6273

**Commission de l'énergie
de l'Ontario**
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4
Téléphone: (416) 481-1967
Télécopieur: (416) 440-7656
Numéro sans frais : 1-888-632-6273



BY E-MAIL
JSmall@planetenergy.ca

May 16, 2016

Jordan Small
Director, Regulatory Affairs & Compliance
Planet Energy (Ontario) Corp.
5255 Yonge Street Suite 1500
Toronto, ON
M2N 6P4

Dear Mr. Small:

Re: Request for Information – Compliance Inspection

On April 25, 2016, the Ontario Energy Board (OEB) commenced a compliance inspection regarding salespersons acting on behalf of Planet Energy (Ontario) Corp. (Planet Energy). The inspection was commenced as consumers alleged that Planet Energy salespersons provided misleading information when selling gas and/or electricity contracts. The act of providing misleading information is considered to be an unfair practice under section 5 of *Ontario Regulation 389/10* made under the *Energy Consumer Protection Act, 2010*. Consumers have also alleged that they have been entered into contracts over the internet without being present at the time of enrollment.

Information is requested for the purposes of the inspection. Details of the information that is required in relation to this inspection are set out in Appendix A.

Notice of Inspection under Part VII of *Ontario Energy Board Act, 1998*

The inspection referred to in this letter is being carried out under Part VII of the *Ontario Energy Board Act, 1998* (the “Act”) by OEB staff that have been appointed as inspectors under that Part.

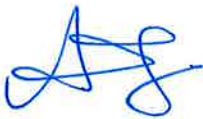
The powers of inspectors under the Act include the following:

- i. they may require your company to provide documents, records or information pertaining to the activities that you are licensed to undertake (Act, section 107);
- ii. they may enter any place that they reasonably believe is likely to contain documents or records related to your licensed activities (Act, section 108(1));
- iii. they may examine, record or copy any document or record, in any form, by any method, and they may remove documents or records for the purpose of making copies (Act, section 108(2)); and
- iv. they may require the officers, directors and employees of your company to give them all reasonable assistance (Act, section 108(4)).

Documents, records and information obtained by an inspector under section 107 or section 108 of the Act are confidential and are subject to limitations in terms of disclosure and introduction as evidence as set out in Part VII of the Act.

Please contact me at 416-440-7733 or andy.chung@ontarioenergyboard.ca should you have any questions.

Yours truly,



Andy Chung, Advisor
Consumer Protection

Appendix A

Information Required

Production of the information described in this Appendix is required as part of an inspection under Part VII of the *Ontario Energy Board Act, 1998*. **Important information regarding the inspection is set out in the attached letter dated May 16, 2016.**

Production of the information described in this Appendix is being required by Andy Chung who has been appointed as an inspector by the Board's management committee under section 106 of the *Ontario Energy Board Act, 1998*.

You are required to provide the following **no later than May 24, 2016**.

1. Provide the total number of contract enrolments for gas and electricity consumers for each of ACN/Planet Energy salesperson listed in Appendix B:
 - a. Please provide an excel spreadsheet setting out, for each contract enrollment, the contract number, customer name, account number, address, city, enroll date, flow dates, drop date, utility name, salesperson name, salesperson number; date and timestamp of verification call (if applicable), contract price, contract term and IP address where the contracts were signed.
2. Please provide the compliance history of each salesperson listed in Appendix B. Including hiring dates, termination dates, reason for termination and if the salesperson is actively retailing electricity and natural gas supply contracts. Also include the number of complaints directly received by Planet Energy for each sales person as well as the date of each complaint and short description on the nature of the complaint. Where applicable, provide the dates of training and retraining for each sales person.
3. Did ACN or Planet Energy impose any disciplinary sanctions on the salespersons identified in Appendix B?
 - a. If yes, please describe the disciplinary actions.
 - b. Please identify the salesperson's violation.
 - c. Did the salesperson continue to work for ACN/Planet Energy after being disciplined?
4. Please provide all communications (examples: Email, telephone calls, letters etc.) between Planet Energy and the salesperson listed in Appendix B that are related to any Planet Energy customers (flowing and non-flowing).
5. Is Planet Energy still paying commission to ACN for the contracts signed by the

salespersons identified in Appendix B?

- a. How much commission is ACN paying the salesperson identified in Appendix B based on Planet Energy's contracts?
6. Please provide all communication (examples: Email, telephone calls, letters etc.) between ACN/Planet Energy and consumers: [REDACTED] (Contract # 10032673) and [REDACTED] (Contract # 10033272).

The above documents, records and information must be provided in electronic form to andy.chung@ontarioenergyboard.ca.

Appendix B
Planet Energy Sales People

a) [REDACTED]
Agent #: 03184418

b) [REDACTED]
Agent #: 02419593

TAB 12

**Ontario Energy
Board**
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto ON M4P 1E4
Telephone: (416) 481-1967
Facsimile: (416) 440-7656
Toll Free: 1-888-632-6273

**Commission de l'énergie
de l'Ontario**
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4
Téléphone: (416) 481-1967
Télécopieur: (416) 440-7656
Numéro sans frais: 1-888-632-6273



BY E-MAIL
JSmall@planetenergy.ca

May 27, 2016

Jordan Small
Director, Regulatory Affairs & Compliance
Planet Energy (Ontario) Corp.
5255 Yonge Street Suite 1500
Toronto, ON
M2N 6P4

Dear Mr. Small:

Re: Request for Information – Compliance Inspection

This Request for Information and Notice of Inspection is intended to replace our previous correspondence sent to Planet Energy (Ontario) Corp. (Planet Energy) on May 16, 2016. You will note that we have amended the previous Information Request by deleting sections 5 and 6 as reflected in the Information Request attached.

Further, OEB staff would like to provide further context to the nature of its inspection. As set out previously, on April 25, 2016, the Ontario Energy Board (OEB) commenced a compliance inspection regarding two salespersons acting on behalf of Planet Energy. These salespersons have alleged the following:

1. They received insufficient training from ACN/Planet Energy;
2. They were assisted by an ACN person to provide the correct answer while completing the ECPA training test;
3. Based on the salesperson's training, energy contracts were sold to consumers with the promise of savings; and;
4. Salespersons entered consumers into contracts over the internet without the consumer being present at the time of enrollment.

The act of providing misleading information is considered to be an unfair practice under section 5 of *Ontario Regulation 389/10* made under the *Energy Consumer Protection Act, 2010*. The requirements for training and testing are found under section 5 of the *Electricity Retailer Code of Conduct*.

Information is requested for the purposes of the inspection. Details of the information that is required in relation to this inspection are set out in Appendix A.

Notice of Inspection under Part VII of *Ontario Energy Board Act, 1998*

The inspection referred to in this letter is being carried out under Part VII of the *Ontario Energy Board Act, 1998* (the “Act”) by OEB staff that have been appointed as inspectors under that Part.

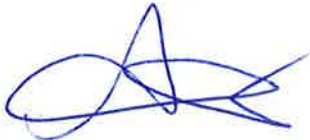
The powers of inspectors under the Act include the following:

- i. they may require your company to provide documents, records or information pertaining to the activities that you are licensed to undertake (Act, section 107);
- ii. they may enter any place that they reasonably believe is likely to contain documents or records related to your licensed activities (Act, section 108(1));
- iii. they may examine, record or copy any document or record, in any form, by any method, and they may remove documents or records for the purpose of making copies (Act, section 108(2)); and
- iv. they may require the officers, directors and employees of your company to give them all reasonable assistance (Act, section 108(4)).

Documents, records and information obtained by an inspector under section 107 or section 108 of the Act are confidential and are subject to limitations in terms of disclosure and introduction as evidence as set out in Part VII of the Act.

Please contact me at 416-440-7733 or andy.chung@ontarioenergyboard.ca should you have any questions.

Yours truly,



Andy Chung, Advisor
Consumer Protection

Appendix A

Information Required

Production of the information described in this Appendix is required as part of an inspection under Part VII of the *Ontario Energy Board Act, 1998*. **Important information regarding the inspection is set out in the attached letter dated May 27, 2016.**

Production of the information described in this Appendix is being required by Andy Chung who has been appointed as an inspector by the Board's management committee under section 106 of the *Ontario Energy Board Act, 1998*.

You are required to provide the following **no later than June 6, 2016**.

1. Provide the total number of contract enrolments for gas and electricity consumers for each of ACN/Planet Energy salesperson listed in Appendix B:
 - a. Please provide an excel spreadsheet setting out, for each contract enrollment, the contract number, customer name, account number, address, city, enroll date, flow dates, drop date, utility name, salesperson name, salesperson number; date and timestamp of verification call (if applicable), contract price, contract term and IP address where the contracts were signed.
2. Please provide the compliance history of each salesperson listed in Appendix B. Including hiring dates, termination dates, reason for termination and if the salesperson is actively retailing electricity and natural gas supply contracts. Also include the number of complaints directly received by Planet Energy for each sales person as well as the date of each complaint and short description on the nature of the complaint. Where applicable, provide the dates of training and retraining for each sales person.
3. Did ACN or Planet Energy impose any disciplinary sanctions on the salespersons identified in Appendix B?
 - a. If yes, please describe the disciplinary actions.
 - b. Please identify the salesperson's violation.
 - c. Did the salesperson continue to work for ACN/Planet Energy after being disciplined?
4. Please provide all communications (examples: Email, telephone calls, letters etc.) between Planet Energy and the salesperson listed in Appendix B that are related to any Planet Energy customers (flowing and non-flowing).

The above documents, records and information must be provided in electronic form to andy.chung@ontarioenergyboard.ca.

Appendix B
Planet Energy Sales People

a) [REDACTED]
Agent #: 03184418

b) [REDACTED]
Agent #: 02419593

TAB 13



June 6, 2016

Mr. Andy Cheung
Independent Electricity System Operator
1600-120 Adelaide Street West
Toronto ON M5H 1T1

Dear Mr. Cheung:

Re: Request for Information dated May 27, 2016 – Compliance Inspection

We are writing to respond to your May 27, 2016 Request for Information and Notice of Inspection.

We enclose the information requested with the exception of the IP addresses which have to be obtained from our third-party provider. We earlier advised you that it would take additional time to obtain this information.

Allegations by IBOs

We wish to take this opportunity to also address the allegations attributed to the IBOs, Messrs. [REDACTED].

We were not informed of these allegations during the earlier CCR process or during any other communications with Board Staff. Nor were we informed of these allegations in the earlier May 16, 2016 Request for Information and Notice of Inspection. Since being informed of these allegations, we have requested, through our counsel, the particulars and relevant documentation relating to the allegations attributed to Messrs. [REDACTED] and [REDACTED] including any statements, emails, etc. so that we can further investigate and, as appropriate, take termination, disciplinary or other legal action; or steps to remedy any deficiencies, if any, in IBO training, testing or monitoring. ACN also has an interest in this information so that it can likewise take appropriate action. We are also constrained in our ability to respond to Staff's inspection without knowing the details and particulars of Messrs. [REDACTED] and [REDACTED] allegations. We have not been provided with this requested information.

I understand our counsel has communicated to Staff counsel that it would be helpful in the future if the particulars of complaints are communicated to Planet during the CCR or other investigatory processes so that Planet can investigate and respond. If this is done and Planet is given an opportunity to investigate and respond, it may be unnecessary to commence formal inspection or compliance processes.

With respect to the allegations attributed to Messrs. [REDACTED] and [REDACTED] please be advised that:

- All ACN IBOs who wish to be authorized to market Planet products and

services must:

- complete Planet Energy training, including passing a certification test. IBOs are allowed two attempts to pass the certification test; if an IBO fails both attempts, they may not market Planet Energy products or services;
- re-take Planet training and be retested annually; Planet's and ACN's systems are automated in such a way that if a customer tries to enroll for a Planet product or service in respect of an IBO who has not retrained and retested within one year of the proposed enrolment, the enrolment will be rejected; and
- carry a Planet business card and badge (IBOs must rebadge by updating their photo and print a new badge every two years).
- All ACN IBOs who wish to be authorized to market Planet products and services are also instructed as part of their training, and must acknowledge and affirm, that:
 - only customers may complete the online enrolment process (and IBOs may not assist or be present during the customer online enrolment process);
 - the IBO has completed and understands all Planet training materials for marketing energy products and services, including applicable Codes of Conduct;
 - the IBO only use the marketing materials approved by Planet/ACN when marketing Planet products and services; and
 - the IBO not mislead, make false statements or otherwise induce an energy sale under false pretenses.
- Messrs. [REDACTED] and [REDACTED] complied with the foregoing requirements; they last passed the required testing on April 25, 2015 and April 17, 2015 respectively and they acknowledged and affirmed the required obligations.

Mr. [REDACTED] is no longer an ACN IBO. Mr. [REDACTED] continued to be an ACN IBO as of the date of Board Staff's May 26, 2016 Notice of Inspection; we understand this is inconsistent with what Mr. [REDACTED] told Board Staff.

Planet immediately took steps to suspend Mr. [REDACTED] authorization to market Planet products and services and Planet (and ACN) will take other appropriate termination, disciplinary and legal action(s) after completing their investigations. In this regard, and as requested, it would greatly assist if Board Staff would provide Planet (and ACN) with the particulars and relevant documentation and/or statements relating to Messrs. [REDACTED] and [REDACTED] allegations.

Merits of Allegations

We understand that Staff revised the original May 16, 2016 Notice of Inspection to reflect the fact that the inspection centres on the allegations made by the IBOs, Messrs. [REDACTED] and [REDACTED] not the underlying customer agreements with Mr. [REDACTED] and Ms. [REDACTED]. While we appreciate this clarification, the allegations attributed to Messrs. [REDACTED] and [REDACTED] cannot, in our view, be entirely detached from the underlying consumer complaints. As we discussed in our earlier meeting with Board Staff, complaints often originate in one form (e.g., misunderstanding of the Global Adjustment, disagreement with cancellation charges) and when those complaints are not successful, they transform into a different complaint (e.g., alleged agent misrepresentation). As we discussed in our earlier meetings with Board Staff, it is our respectful view that these circumstances should be taken into account by Board Staff in considering and investigating complaints and deciding whether to pursue complaints, including deciding whether to elevate complaints to formal inspection or enforcement proceedings.

(i) [REDACTED]

Ms. [REDACTED] enrolled with Planet in May 2015. In Staff's CCR, it characterized Ms. [REDACTED] complaint as follows:

- Ms. [REDACTED] received a welcome email from Planet and a document stating the five-year term at \$4.99/kWh, but the email did not include the Price Comparison or Disclosure Statement.
- After Ms. [REDACTED] received her first and subsequent bills, she contacted Planet and asked to cancel. Planet told Ms. [REDACTED] she could cancel, but would have to pay a termination fee of \$250 plus tax.

Planet, in response to Staff's CCR inquiry, advised Staff that Ms. [REDACTED] in fact, did not contact Planet until October 2015. Then, between October 2015 and February 2016, Ms. [REDACTED] contacted Planet several times to inquire about her bills during which calls said she had not understood the Global Adjustment. During these calls, Ms. [REDACTED] confirmed that she had enrolled with Planet and that the confirmation email (which attaches the Price Comparison form and Disclosure Statement) had been sent to her email address.

In the course of Planet's subsequent communications with Board Staff, Planet learned that Ms. [REDACTED] was now alleging that the IBO, Mr. [REDACTED] had enrolled on her behalf. This is not consistent with the initial calls made by Ms. [REDACTED] to Planet. That said — and in accordance with the more lenient approach Planet agreed to during our earlier meeting with Board Staff — Planet agreed to cancel Ms. [REDACTED] agreement without a termination charge, a resolution which Ms. [REDACTED] agreed was a complete resolution to her complaint. Planet also reported Ms. [REDACTED] new complaint regarding IBO enrollment to ACN and ACN/Planet issued a cautionary notice to Mr. [REDACTED] reminding him that all enrolments must be done by the customer and requesting that Mr. [REDACTED] be retrained. Mr. [REDACTED] did not respond to this notice and, as a result, ACN suspended him.

(ii) [REDACTED]

Mr. [REDACTED] enrolled with Planet in June 2015. In its CCR inquiry, Board Staff stated the Mr. [REDACTED] complaint was that he had sold his house in December 2015 and that he ought to be allowed to cancel without penalty; the CCR said that Mr. [REDACTED] was *unaware of Planet's cancellation policy*.

In its response to the CCR, Planet advised Board Staff that it had conducted a quality assurance call in May 2015 and confirmed the terms of Mr. [REDACTED] enrolment. Planet further advised Board Staff that Mr. [REDACTED] subsequently authorized the IBO that enrolled him, Mr. [REDACTED] to contact Planet on his behalf. Thereafter, Mr. [REDACTED] telephoned Planet and made renewed requests that Mr. [REDACTED] be permitted to cancel without penalty based on his recent move.

Mr. [REDACTED] complaint to Planet Energy, and the follow-up complaints by Mr. [REDACTED] centered entirely on the issue of whether Mr. [REDACTED] was entitled to cancel without penalty based on his recent sale of the property, and *the allegation that he was unaware of Planet's cancellation policy*. There were no complaints or allegations that the IBO, Mr. [REDACTED] had made misrepresentations to Mr. [REDACTED]. Planet Energy refused Mr. [REDACTED] (and Mr. [REDACTED] request on the grounds that the no-termination fee only applied to principal residences and Mr. [REDACTED] recent sale related to an investment property. Moreover, Mr. [REDACTED] was well aware of the cancellation terms at the time he entered into the agreement.

We understand that Mr. [REDACTED] on Mr. [REDACTED] behalf, contacted Board Staff and, in order to assist Mr. [REDACTED] in being relieved of the cancellation fee, advised Board Staff that Mr. [REDACTED] had not been properly trained/tested and had misinformed (or not informed) Mr. [REDACTED] of his termination rights and that Mr. [REDACTED] was therefore unaware of Planet's termination policy (We cannot determine from Staff's May 26 letter exactly what Mr. [REDACTED] advised Board Staff in this regard because there are no details provided in Staff's letter and Staff has not provided us with the requested particulars and relevant documents; but we understand it was along these lines. Again, it would assist if Staff would provide us with the particulars and the relevant documentation relating to Mr. [REDACTED] allegations so that we can properly investigate, respond and take any remedial action that may be necessary to further protect consumers).

Mr. [REDACTED] and Mr. [REDACTED] complaints and allegations are patently inconsistent with the facts relating to Mr. [REDACTED] enrollment and, in our view, are not credible. (As we earlier advised Board Staff, Planet conducted a quality assurance call with Mr. [REDACTED] on May 5, 2015. During this call, Mr. [REDACTED] specifically asked about Planet's cancellation policy and how it applied to principal residences versus investment properties and was *expressly told by Planet's customer service representative that a cancellation fee would apply in the case of investment properties*. The relevant excerpt from this transcribed telephone call (an electronic version of which is attached):

[REDACTED] Yeah, what's the cancellation policy?

CSR: So, for electric it's \$50 per year or partial year remaining on the contract. If you stay within 15,000 kW per year.

██████████ And if I decide to sell the place, what's the program?

CSR: So if it's your permanent residence, you would just have to show us a proof of move.

██████████ Well, what if it's not a permanent residence?

CSR: So if it's an investment property, the termination charge will always apply.

██████████ You can't just assign it to the new people.

CSR: You can, if they want to take over the contract.

██████████ But, that's not an automatic?

CSR: Exactly.

██████████ Okay, thank you very much.

CSR: No problem, have a nice day.

In summary, it is our view that these isolated complaints and Planet's appropriate handling of them did not warrant a formal inspection and had Staff informed Planet of the new IBO-related complaints and provided Planet with an opportunity to respond before initiating a formal inspection, we suspect Staff would have come to the same conclusion. Simply put, Ms. ██████████ complaint did not originate as an IBO misrepresentation complaint, but when these allegations surfaced after Ms. ██████████ contacted Staff, Planet — in accordance with our good faith agreement with Board Staff — decided to give Ms. ██████████ the benefit of the doubt and we cancelled her agreement without early termination charges (to the satisfaction of Ms. ██████████ Mr. ██████████ (and Mr. ██████████ complaint is simply not credible and should, in our view, not have been pursued. Mr. ██████████ (and Mr. ██████████ have stated to Planet and Board Staff that Mr. ██████████ had not been informed of and was not aware of Planet's cancellation policy relating to principal residences versus investment properties notwithstanding clear and indisputable evidence that Mr. ██████████ inquired about this and was properly informed by a Planet customer service representative during a quality assurance and verification call.

We trust the foregoing explanation and enclosed information is of assistance. Please do not hesitate to contact us if you have any further questions or wish to discuss this matter further.

Yours truly,

A handwritten signature in black ink, appearing to read 'J. Small', written in a cursive style.

Jordan Small
Director, Regulatory Affairs & Compliance
Planet Energy (Ontario) Corp.

TAB 14

QUESTION #1

Contract Number	Contract Date	Customer Name	Address	Postal Code	Representative Name			Representative Number	Verification Call	Contract Price	Contract Term	Utility Account#	Utility Name	Flow Date	Drop Date	City of Service	IP Address
10029998	27-Feb-15							03184418	N/A	4.99	5 Years		Power Stream	16-Jul-15	N/A	Richmond Hill	
10029998	27-Feb-15							03184418	N/A	19.99	5 Years		Enbridge Gas	01-Apr-15	N/A	Richmond Hill	
10030038	28-Feb-15							03184418	N/A	4.99	5 Years		Power Stream	15-Apr-15	N/A	Richmond Hill	
10030038	28-Feb-15							03184418	N/A	19.99	5 Years		Enbridge Gas	05-May-15	N/A	Richmond Hill	
10030075	01-Mar-15							03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Newmarket	
10030075	01-Mar-15							03184418	N/A	4.99	5 Years		Newmarket Hydro	N/A	N/A	Newmarket	
10030722	19-Mar-15							03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	
10030940	25-Mar-15							03184418	N/A	19.99	5 Years		Enbridge Gas	31-Aug-15	31-Aug-15	Newmarket	
10030940	25-Mar-15							03184418	N/A	4.99	5 Years		Newmarket Hydro	31-Aug-15	31-Aug-15	Newmarket	
10031144	29-Mar-15							03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Thornhill	
10031144	29-Mar-15							03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Thornhill	
10031384	02-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	
10031384	02-Apr-15							03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	
10031772	13-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	05-Jun-15	N/A	Richmond Hill	
10031789	13-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	29-Oct-15	Richmond Hill	
10031791	13-Apr-15		St					03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	06-Nov-15	Richmond Hill	
10031820	14-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	02-Jul-15	03-Nov-15	Richmond Hill	
10031872	16-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	N/A	Richmond Hill	
10032584	28-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	01-Jun-15	N/A	Richmond Hill	
10032586	28-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	01-Jun-15	N/A	Richmond Hill	
10032584	28-Apr-15							03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jun-15	N/A	RICHMOND HILL	
10032586	28-Apr-15	Richmond						03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jun-15	N/A	RICHMOND HILL	
10032673	29-Apr-15							03184418	N/A	4.99	5 Years		Power Stream	08-Jul-15	06-May-16	Richmond Hill	
10032661	29-Apr-15							03184418	N/A	4.99	5 Years		Toronto Hydro	28-May-15	N/A	Toronto	
10033874	19-May-15							03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jul-15	01-Feb-16	Aurora	
10033874	19-May-15							03184418	N/A	4.99	5 Years		Power Stream	12-Jun-15	12-Feb-16	Aurora	
10034004	22-May-15							03184418	N/A	4.99	5 Years		Toronto Hydro	N/A	N/A	TORONTO	
10034735	16-Jun-15							03184418	N/A	4.99	5 Years		Toronto Hydro	N/A	N/A	Toronto	
10034763	17-Jun-15							03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	
10035220	11-Jul-15							03184418	N/A	5.49	5 Years		Power Stream	16-Sep-15	N/A	RICHMOND HILL	
10020720	27-May-14							02419593	N/A	5.49	5 Years		Power Stream	N/A	N/A	Richmond Hill	
10020707	27-May-14							02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	
10020707	27-May-14							02419593	N/A	5.49	5 Years		Power Stream	N/A	N/A	Richmond Hill	
10020710	27-May-14							02419593	N/A	5.49	5 Years		Collus Power	N/A	N/A	Collingwood	
10020711	27-May-14							02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Collingwood	
10020712	27-May-14							02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Stouffville	
10020713	27-May-14							02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Collingwood	
10023234	16-Jul-14							02419593	N/A	5.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	
10024558	20-Aug-14							02419593	N/A	5.59	5 Years		Power Stream	15-Oct-14	01-May-15	Richmond Hill	
10024559	20-Aug-14							02419593	N/A	23.29	5 Years		Enbridge Gas	02-Oct-14	01-Aug-15	Richmond Hill	
10032906	30-Apr-15							02419593	N/A	4.99	5 Years		Hydro One Networks	12-Jun-15	N/A	Kawartha Lakes	
10033212	01-May-15							02419593	N/A	4.99	5 Years		Toronto Hydro	03-Sep-15	N/A	North York	
10033208	01-May-15							02419593	N/A	4.99	5 Years		Hydro One Networks	16-Jun-15	N/A	Holland Landing	
10033485	01-May-15							02419593	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	North York	
10033268	03-May-15							02419593	N/A	4.99	5 Years		Newmarket Hydro	31-May-15	N/A	Newmarket	
10033269	03-May-15							02419593	N/A	4.99	5 Years		Hydro One Networks	17-Jun-15	29-Feb-16	Keswick	
10033272	03-May-15							02419593	N/A	4.99	5 Years		Newmarket Hydro	31-May-15	11-Dec-15	Newmarket	
10033273	03-May-15							02419593	N/A	4.99	5 Years		Hydro One Networks	27-Jun-15	N/A	King	
10033317	04-May-15							02419593	N/A	4.99	5 Years		Innisfil Hydro	31-May-15	N/A	Innisfil	
10033475	06-May-15							02419593	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	North York	
10033621	11-May-15							02419593	N/A	4.99	5 Years		Newmarket Hydro	31-Dec-15	N/A	Newmarket	
10033622	11-May-15							02419593	N/A	19.99	5 Years		Enbridge Gas	01-Jan-16	N/A	Newmarket	
10033781	15-May-15							02419593	N/A	19.99	5 Years		Union Gas	01-Sep-15	N/A	Corunna	
10033779	15-May-15							02419593	N/A	4.99	5 Years		Hydro One Networks	10-Jul-15	N/A	Corunna	
10034420	03-Jun-15							02419593	N/A	19.99	5 Years		Enbridge Gas	01-Aug-15	N/A	Lindsay	

QUESTION #2

Representative Name [REDACTED]
Representative ID Number 03184418
Hiring Date The representative was most recently tested and certified to promote Planet Energy's products on April 17, 2015.
Termination Date The representative was suspended on February 23, 2016 pending a response to ACN/Planet's inquiries regarding [REDACTED] enrollment; a response was not received from the representative and he remains suspended and inactive.
Reason for Termination The representative was suspended until a response was received from the representative.
Active and/or Inactive Inactive
Complaints Received (Planet Energy) 1
Date of Complaint 23-Feb-16
Description of Complaint CCR - 2016-0000828 ([REDACTED]) - Cancellation request on grounds that did not understand the Global Adjustment charges

Representative Training Date April-17-15
Representative Test Score 93%

Representative Name [REDACTED]
Representative ID Number 02419593
Hiring Date The representative was most recently tested and certified to promote Planet Energy's products on April 23, 2015.
Termination Date The representative was classified as non-active and non-certified to promote Planet Energy products as of April 23, 2016.
Reason for Termination The representative was classified as non-active and non-certified to promote Planet Energy products because 1 year had passed since last training and testing.
Active and/or Inactive Inactive
Complaints Received (Planet Energy)
Date of Complaint 28-Jan-16
Description of Complaint CCR - 2016-0000729 ([REDACTED]) - consumer wished to cancel account without early termination charges.

Representative Training Date 23-Apr-15
Representative Test Score 93%

QUESTION #3

Representative Name

██████████ ██████████

Did ACN or Planet Energy impose any disciplinary sanctions on the salespersons identified in Appendix B?

Answer:

Yes

If yes, please describe the disciplinary actions.

Answer:

Representative was issued/asked to respond to ACN/Planet inquiry regarding ██████████ enrollment and was cautioned that IBOs may not be involved in enrollment and was asked to retrain/retest; representative did not respond to ACN/Planet ((CCR - 2016-0000828 (██████████ ██████████) Representative was suspended until response received; no response has been received and rep remains suspended. Planet Energy flagged the representative, however no further agreements were submitted.

Please identify the salesperson's violation

Answer:

No violation has been confirmed

Did the salesperson continue to work for ACN/Planet Energy after being disciplined?

Answer:

See above.

Representative Name
















██████████ ██████████

Did ACN or Planet Energy impose any disciplinary sanctions on the salespersons identified in Appendix B?

Answer:

No disciplinary action because was recently notified by OEB of alleged IBO misconduct, are continuing to investigate and IBO is, in any event, flagged and is inactive.

TAB 15

 Inbound - 2015-03-17.wav	Length: 00:02:58 Size: 283 KB
 Inbound - 2015-03-22.wav	Length: 00:02:34 Size: 245 KB
 Inbound - 2015-03-29.wav	Length: 00:05:32 Size: 527 KB
 Inbound - 2015-12-04.wav	Length: 00:21:19 Size: 1.98 MB
 Inbound - 2016-01-22.wav	Length: 00:19:38 Size: 1.82 MB
 Inbound - 2016-01-28.wav	Length: 00:04:23 Size: 418 KB
 Inbound - 2016-01-28-A.wav	Length: 00:05:11 Size: 495 KB
 Inbound - 2016-02-12.wav	Length: 00:18:12 Size: 8.33 MB
 Inbound - 2016-02-18.wav	Length: 00:13:09 Size: 1.22 MB
 Inbound - 2016-02-22.wav	Length: 00:14:32 Size: 1.35 MB
 Inbound - 2016-03-16.wav	Length: 00:04:52 Size: 463 KB
 Inbound - 2016-04-06.wav	Length: 00:26:08 Size: 2.43 MB
 Inbound - 2016-04-22.wav	Length: 00:06:57 Size: 663 KB
 Inbound - 2016-05-16.wav	Length: 00:35:22 Size: 3.28 MB
 Outbound - 2015-05-05.wav	Length: 00:03:56 Size: 376 KB

TAB 16

Question #1 - Updated

Contract Number	Contract Date	Customer Name	Address	Postal Code	Representative Name	Representative Number	Verification Call	Contract Price	Contract Term	Utility Account#	Utility Name	Flow Date	Drop Date	City of Service	IP Address
10029998	27-Feb-15					03184418	N/A	4.99	5 Years		Power Stream	16-Jul-15	N/A	Richmond Hill	70.50.201.199
10029998	27-Feb-15					03184418	N/A	19.99	5 Years		Enbridge Gas	01-Apr-15	N/A	Richmond Hill	70.50.201.199
10030038	28-Feb-15					03184418	N/A	4.99	5 Years		Power Stream	15-Apr-15	N/A	Richmond Hill	70.53.14.154
10030038	28-Feb-15					03184418	N/A	19.99	5 Years		Enbridge Gas	05-May-15	N/A	Richmond Hill	70.53.14.154
10030075	01-Mar-15					03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Newmarket	70.53.14.154
10030075	01-Mar-15					03184418	N/A	4.99	5 Years		Newmarket Hydro	N/A	N/A	Newmarket	70.53.14.154
10030722	19-Mar-15					03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	70.50.201.199
10030940	25-Mar-15					03184418	N/A	19.99	5 Years		Enbridge Gas	31-Aug-15	31-Aug-15	Newmarket	70.53.16.205
10030940	25-Mar-15					03184418	N/A	4.99	5 Years		Newmarket Hydro	31-Aug-15	31-Aug-15	Newmarket	70.53.16.205
10031144	29-Mar-15					03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Thornhill	99.237.123.134
10031144	29-Mar-15					03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Thornhill	99.237.123.134
10031384	02-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	70.53.16.205
10031384	02-Apr-15					03184418	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	70.53.16.205
10031772	13-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	05-Jun-15	N/A	Richmond Hill	70.53.17.217
10031789	13-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	29-Oct-15	Richmond Hill	70.53.17.217
10031791	13-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	06-Nov-15	Richmond Hill	70.53.17.217
10031820	14-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	02-Jul-15	03-Nov-15	Richmond Hill	70.53.17.217
10031872	16-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	09-Jun-15	N/A	Richmond Hill	99.238.95.23
10032584	28-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	01-Jun-15	N/A	Richmond Hill	104.204.211.57
10032586	28-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	01-Jun-15	N/A	Richmond Hill	104.204.211.57
10032584	28-Apr-15					03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jun-15	N/A	RICHMOND HILL	104.204.211.57
10032586	28-Apr-15					03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jun-15	N/A	RICHMOND HILL	104.204.211.57
10032673	29-Apr-15					03184418	N/A	4.99	5 Years		Power Stream	08-Jul-15	06-May-16	Richmond Hill	104.204.211.57
10032661	29-Apr-15					03184418	N/A	4.99	5 Years		Toronto Hydro	28-May-15	N/A	Toronto	99.237.214.161
10033874	19-May-15					03184418	N/A	19.99	5 Years		Enbridge Gas	01-Jul-15	01-Feb-16	Aurora	99.237.214.161
10033874	19-May-15					03184418	N/A	4.99	5 Years		Power Stream	12-Jun-15	12-Feb-16	Aurora	99.237.214.161
10034004	22-May-15					03184418	N/A	4.99	5 Years		Toronto Hydro	N/A	N/A	TORONTO	99.237.214.161
10034735	16-Jun-15					03184418	N/A	4.99	5 Years		Toronto Hydro	N/A	N/A	Toronto	99.237.214.161
10034763	17-Jun-15					03184418	N/A	4.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	99.237.214.161
10035220	11-Jul-15					03184418	N/A	5.49	5 Years		Power Stream	16-Sep-15	N/A	RICHMOND HILL	99.237.214.161
93207762G	24-Apr-12					02419593	N/A	Variable	5 Years		Enbridge Gas	08-May-12	05-Jul-13	Aurora	173.34.162.187
93207762E	24-Apr-12					02419593	N/A	Variable	5 Years		Power Stream	N/A	N/A	Aurora	174.112.31.216
93212198E	10-May-12					02419593	N/A	Variable	5 Years		Hydro One Networks	23-May-12	04-Mar-13	Georgina	208.168.242.31
93224677G	03-Jul-12					02419593	N/A	Variable/Fixed	5 Years		Enbridge Gas	N/A	N/A	Aurora	207.219.69.225
93224677E	03-Jul-12					02419593	N/A	4.59	5 Years		Power Stream	N/A	N/A	Aurora	198.13.212.222
93225672G	08-Jul-12					02419593	N/A	Variable	5 Years		Enbridge Gas	N/A	N/A	Stouffville	198.13.238.184
93225672E	08-Jul-12					02419593	N/A	4.59	5 Years		Hydro One Networks	N/A	N/A	Stouffville	174.112.24.211
93226841E	14-Jul-12					02419593	N/A	4.59	5 Years	-05000	Power Stream	27-Dec-12	04-Jul-13	Aurora	198.91.144.152
93235468E	27-Aug-12					02419593	N/A	4.59	5 Years		Toronto Hydro	13-Sep-12	N/A	Toronto	198.13.168.247
93236169E	30-Aug-12					02419593	N/A	4.59	5 Years		Hydro One Networks	19-Oct-12	26-Dec-13	Georgina	198.13.166.139
10007170	27-Nov-13					02419593	N/A	Variable	5 Years		Newmarket Hydro	31-Dec-13	05-Oct-15	Newmarket	184.151.190.34
10009187	31-Jan-14					02419593	N/A	Variable	5 Years		Enbridge Gas	01-Jun-14	N/A	Stouffville	99.243.156.185
10009570	10-Feb-14					02419593	N/A	Variable	5 Years		Enbridge Gas	N/A	N/A	Stouffville	99.243.156.185
10020662	27-May-14					02419593	N/A	5.49	5 Years		Collus Power	03-Jul-14	N/A	Collingwood	99.237.172.231
10020668	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	02-Jul-14	01-Aug-15	Stouffville	99.237.172.231
10020671	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Collingwood	99.237.172.231
10020674	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Stouffville	99.237.172.231
10020676	27-May-14					02419593	N/A	5.49	5 Years		Hydro One Networks	26-Jul-14	01-May-15	Stouffville	198.13.133.204
10020679	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	02-Jul-14	01-Jul-15	Richmond Hill	99.237.172.231
10020679	27-May-14					02419593	N/A	5.49	5 Years		Power Stream	15-Jul-14	01-Aug-15	Richmond Hill	99.237.172.231
10020685	27-May-14					02419593	N/A	5.49	5 Years		Hydro One Networks	N/A	N/A	Stouffville	99.237.172.231
10020692	27-May-14					02419593	N/A	5.49	5 Years		Hydro One Networks	N/A	N/A	Stouffville	99.237.172.231
10020695	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Stouffville	99.237.172.231
10020720	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	99.237.172.231
10020720	27-May-14					02419593	N/A	5.49	5 Years		Power Stream	N/A	N/A	Richmond Hill	99.237.172.231
10020707	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Richmond Hill	99.237.172.231
10020707	27-May-14					02419593	N/A	5.49	5 Years		Power Stream	N/A	N/A	Richmond Hill	99.237.172.231
10020710	27-May-14					02419593	N/A	5.49	5 Years		Collus Power	N/A	N/A	Collingwood	99.237.172.231
10020711	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Collingwood	99.237.172.231
10020712	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Stouffville	99.237.172.231
10020713	27-May-14					02419593	N/A	24.49	5 Years		Enbridge Gas	N/A	N/A	Collingwood	99.237.172.231
10023234	16-Jul-14					02419593	N/A	5.99	5 Years		Power Stream	N/A	N/A	Richmond Hill	99.237.172.231
10024558	20-Aug-14					02419593	N/A	5.59	5 Years		Power Stream	15-Oct-14	01-May-15	Richmond Hill	99.237.172.231
10024559	20-Aug-14					02419593	N/A	23.29	5 Years		Enbridge Gas	02-Oct-14	01-Aug-15	Richmond Hill	99.237.172.231
10032906	30-Apr-15					02419593	N/A	4.99	5 Years		Hydro One Networks	12-Jun-15	N/A	Kawartha Lakes	99.243.156.185
10033212	01-May-15					02419593	N/A	4.99	5 Years		Toronto Hydro	03-Sep-15	N/A	North York	99.243.156.185
10033208	01-May-15					02419593	N/A	4.99	5 Years		Hydro One Networks	16-Jun-15	N/A	Holland Landing	99.243.156.185
10033485	01-May-15					02419593	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	North York	99.243.156.185
10033268	03-May-15					02419593	N/A	4.99	5 Years		Newmarket Hydro	31-May-15	N/A	Newmarket	99.243.156.185
10033269	03-May-15					02419593	N/A	4.99	5 Years		Hydro One Networks	17-Jun-15	29-Feb-16	Keswick	99.243.156.185
10033272	03-May-15					02419593	N/A	4.99	5 Years		Newmarket Hydro	31-May-15	11-Dec-15	Newmarket	99.243.156.185
10033273	03-May-15					02419593	N/A	4.99	5 Years		Hydro One Networks	27-Jun-15	N/A	King	99.243.156.185
10033317	04-May-15					02419593	N/A	4.99	5 Years		Innisfil Hydro	31-May-15	N/A	Innisfil	99.243.156.185
10033475	06-May-15					02419593	N/A	19.99	5 Years		Enbridge Gas	N/A	N/A	North York	99.243.156.185
10033621	11-May-15					02419593	N/A	4.99	5 Years		Newmarket Hydro	31-Dec-15	N/A	Newmarket	173.34.175.154
10033622	11-May-15					02419593	N/A	19.99	5 Years		Enbridge Gas	01-Jan-16	N/A	Newmarket	173.34.175.154
10033781	15-May-15					02419593	N/A	19.99	5 Years		Union Gas	01-Sep-15	N/A	Corunna	99.243.156.185
10033779	15-May-15					02419593	N/A	4.99	5 Years		Hydro One Networks	10-Jul-15	N/A	Corunna	99.243.156.185
10034420	03-Jun-15					02419593	N/A	19.99	5 Years		Enbridge Gas	01-Aug-15	N/A	Lindsay	99.243.156.185

TAB 17



EB-2017-0007

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)

**NOTICE OF INTENTION TO MAKE AN ORDER FOR COMPLIANCE,
RESTITUTION AND PAYMENT OF AN ADMINISTRATIVE PENALTY (Notice)**

The Ontario Energy Board (OEB), on its own motion under section 112.2 of the *Ontario Energy Board Act*, 1998 (Act) intends to make an Order under sections 112.3 and 112.5 of the Act against Planet Energy (Ontario) Corp. (Planet Energy) for compliance with a number of enforceable provisions as defined in section 3 of the Act, including requiring Planet Energy to take immediate and appropriate measures to ensure its salespersons comply with enforceable provisions as defined in section 3 of the Act, to refund monies to affected consumers, and to pay an administrative penalty in the amount of \$450,000.

BACKGROUND

Salesperson J.M.

From approximately 2012-2015, J.M. was an “independent business operator” (IBO) at a multi-level marketing company called ACN. During the relevant period, Planet Energy had an agreement with ACN, whereby ACN’s IBOs would sell energy contracts on behalf of Planet Energy. Accordingly all acts, conduct and omissions of ACN and its IBOs, relating in any way to Planet Energy contracts (including the marketing, sale and ability to sell those contracts) are acts, conduct and omissions attributable to Planet Energy.

While an ACN IBO, J.M. sold energy contracts to consumers as a salesperson on behalf of, and made representations to consumers on behalf of, Planet Energy.

J.M. met with consumers in person. If consumers agreed to be enrolled into contracts with Planet Energy, J.M. enrolled consumers into contracts with Planet Energy himself, using a computer, without the consumers being present. J.M. did not provide consumers with copies of the contract before enrollment.

J.M. completed his online course and testing to become an energy salesperson with another, more experienced ACN IBO assisting him throughout the process, including telling him the correct answers for test questions.

J.M. received no training from Planet Energy or ACN on how the electricity and gas market operates, or the rules and regulations governing the sale of energy contracts.

J.M. was advised by other ACN IBOs that the energy contracts he would sell on behalf of Planet Energy would save consumers money on their energy bills, and that in his discussions with consumers, he should focus on the savings they would receive. While selling energy contracts on behalf of Planet Energy, J.M. made a representation on behalf of Planet Energy that consumers would save money by switching to Planet Energy.

J.M. was not provided accurate information about the impact of the global adjustment. J.M. normally did not provide consumers with any information on charges such as global adjustment, and if the subject did come up, he relayed false information that he was told by other ACN IBOs about the minimal impact of the global adjustment (and which J.M. believed at the time to be true).

J.M. did not wear ID badges or provide consumers with business cards during his meetings with consumers.

In total, J.M. sold approximately 27 energy contracts as a salesperson on behalf of Planet Energy. A list of all contracts that J.M. entered into is attached to this Notice as Appendix "A".

Salesperson K.N.

For several months in 2015, K.N. was an IBO at ACN who sold energy contracts to consumers as a salesperson on behalf of, and made representations to consumers on behalf of, Planet Energy.

K.N. met with consumers in person. If consumers agreed to be enrolled into contracts with Planet Energy, K.N. entered consumers into contracts with Planet Energy himself, using a computer, without the consumer being present. K.N. did not provide consumers with copies of the contract before enrollment.

K.N. completed his online course and testing to become an energy salesperson with another ACN IBO by his side, assisting him in understanding questions on the test.

K.N. received no training from Planet Energy or ACN on how the electricity and gas market operates, or on energy contracts.

K.N. was advised by other ACN IBOs that the energy contracts he would sell on behalf of Planet Energy would save consumers money on their energy bills, and that in his discussions with consumers, he should focus on the savings they would receive. While selling energy contracts on behalf of Planet Energy, K.N. followed this advice and made representations on behalf of Planet Energy that consumers would save money by switching to Planet Energy.

K.N. did not provide consumers with information on charges such as global adjustment beyond telling them it would not go over 9.99 cents per kWh (which he was told by other ACN IBOs, but was not accurate.)

K.N. did not wear ID badges or provide consumers with business cards during his meetings with consumers.

In total, K.N. sold approximately 18 energy contracts as a salesperson on behalf of Planet Energy. A list of all contracts that K.N. entered into is attached to this Notice as Appendix "B".

ALLEGATIONS OF NON-COMPLIANCE

Providing false, misleading or incomplete information to consumers

1. Planet Energy has engaged in an unfair practice and breached section 10 of the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8 (ECPA), sections 5(1)(i), 5(1)(v), 5(1)(viii), 5(4), 5(5), and 5(14) of the Ontario Regulation 389/10 (Regulation), and sections 1.1(d), (f) and (h) of the *Electricity Retailer Code of Conduct* and the *Code of Conduct for Gas Marketers*, Part B (Codes), as a result of the actions of its salespersons, J.M. and K.N., acting on behalf of Planet Energy as described above, including by:
 - a) misleading consumers into believing that they will save money on their electricity or gas bill by entering into a contract with Planet Energy; and
 - b) failing to discuss or explain all of the charges to be paid under the contract, including the global adjustment.

Inadequate training for salespersons

2. Planet Energy engaged in an unfair practice, breached the conditions of its licences under section 7 of Ontario Regulation 90/99, and breached section 10 of the ECPA, section 5(14) of the Regulation and sections 5.1 to 5.4 of the Codes by failing to ensure that the training for its salespersons, J.M. and K.N., included:
 - a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process, in each case as they pertain to low volume consumers; and
 - b) adequate and accurate material covering the following areas as they pertain to low volume consumers:
 - i. electricity and gas market structure;
 - ii. how to complete a contract application;
 - iii. behaviour that constitutes an unfair practice;
 - iv. use of business cards;
 - v. use of identification badges;
 - vi. disclosure statements;
 - vii. price comparisons;
 - viii. verification;
 - ix. consumer cancellation rights;
 - x. renewals and extensions;
 - xi. how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
 - xii. persons with whom a retailer may enter into, verify, renew or extend a contract; and
 - xiii. all relevant Board regulatory requirements not already covered above.
3. Planet Energy engaged in an unfair practice, breached the conditions of its licences under section 7 of Ontario Regulation 90/99, and breached section 10 of the ECPA, section 5(14) of the Regulation and sections 5.6(a) and (e) of the Codes, by failing to ensure that that the training test taken by its salespersons, J.M. and K.N., assessed their knowledge of the required elements, and was conducted in a manner that would ensure persons taking the training test would not be able to share questions and answers with one another while taking the training test.

Failure to meet requirements for door-to-door sales

4. Planet Energy engaged in an unfair practice, breached the conditions of its licences under sections 5 and 6 of Ontario Regulation 90/99, and breached sections 10 and 15 of the ECPA, sections 5(6), 5(7) and 10 of the Regulation, and section 2 of the Codes as a result of the actions of its salespersons, J.M. and K.N., acting on behalf of Planet Energy, because these salespersons enrolled consumers into contracts while retailing to consumers at a place of business other than Planet Energy's place of business, including by physically meeting with consumers during the time they agreed to be enrolled, without:
 - a) offering a business card in the proper form (or at all), contrary to section 10 of the ECPA, section 5(6)(ii) of the Regulation and section 1.1(b) of the Codes;
 - b) prominently displaying an identification badge in the proper form (or at all), contrary to section 10 of the ECPA, section 5(6)(i) of the Regulation and section 1.1(c) of the Codes;
 - c) providing a text-based copy of the contract, disclosure statement and price comparison at the time the contract was entered into or immediately thereafter, contrary to sections 11 and 12(1)(a) of the ECPA, and sections 5(7) and 10(1) of the Regulation; and
 - d) verifying the contracts, contrary to section 15 of the ECPA.

Failure to meet requirements for contracts and disclosure statements

5. Planet Energy breached sections 11 and 12(2) of the ECPA, and sections 7(1)17, 7(1)18, 8(1)(d), 8(3)(d) of the Regulation as a result of the actions of its salespersons, J.M. and K.N., acting on behalf of Planet Energy, because these salespersons enrolled consumers using contracts, disclosure statements and price comparisons that did not require signatures by consumers and that were not, in fact, signed by consumers.
6. In the alternative, even if the consumers enrolled by J.M. and K.N. are considered to have entered into contracts over the internet (which is denied), Planet Energy breached sections 11 and 12(2) of the ECPA, and sections 9(c), 9(e), 9(f), and 9(h) of the Regulation, as a result of the actions of its salespersons, J.M. and K.N., acting on behalf of Planet Energy, because these internet contracts did not include any opportunities for consumers to review, print, check-off boxes on, or accept the contracts.

Seeking to impose an improper cancellation fee

7. Planet Energy engaged in an unfair practice, breached section 19(4) of the ECPA and sections 5(1)(xi) and 21(d) of the Regulation when, on or about October 5, 2015, a Planet Energy representative advised consumer R.A. that she would have to pay a cancellation fee of \$250 plus tax, when in fact R.A. was entitled to cancel her contract with Planet Energy without any penalty within 30 days of receiving her first bill (which was on September 11, 2015).

Restitution appropriate

8. For the reasons set out above, and pursuant to sections 16(1)(a), (b), (e), (f) of the ECPA and section 14(1)(b) of the Regulation, the contracts entered into by J.M. (as set out in Appendix "A") and K.N. (as set out in Appendix "B"), acting on behalf of Planet Energy, are deemed to be void and, pursuant to section 16(3) of the ECPA and section 14(2) of the Regulation, the monies paid under those contracts must be refunded to consumers.

THEREFORE TAKE NOTICE that Planet Energy may request, within fifteen days after receiving this Notice, that the OEB hold a hearing on these matters. If no request for a hearing is made within this time period, the OEB may proceed to make an Order for the payment of an administrative penalty in the amount of \$450,000, for the refund of amounts paid by consumers under the contracts identified in the Appendices to this Notice, and make an Order remedying the contraventions that occurred and preventing any further contraventions from occurring.

FURTHER TAKE NOTICE that if a hearing is requested, the OEB is not bound by the above noted penalty and has discretion, upon finding a contravention(s) of the Act, to make any order it deems appropriate under sections 112.3 and/or 112.5 of the Act. Planet Energy is entitled to be present at the hearing with or without counsel and to adduce evidence and make submissions. Should Planet Energy fail to attend, the hearing may be conducted in its absence and Planet Energy will not be entitled to any further notice in the proceeding.

In order to respond to this Notice and request a hearing, Planet Energy must file 3 copies of this request with the office of the Board Secretary at the following address:

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto ON M4P 1E4
Attention: Board Secretary
Email: Boardsec@ontarioenergyboard.ca

Tel: 1-888-632-6273
Fax: 416-440-7656

If a hearing is requested it will proceed before a Panel of the OEB at the offices of the Ontario Energy Board, 2300 Yonge Street, Toronto, Ontario, on a date to be set by the OEB.

DATED at Toronto, February 9, 2017

ONTARIO ENERGY BOARD

Original signed by

Rosemarie T. Leclair
Chair and CEO

APPENDIX A
LIST OF CONTRACTS
J.M.
EB-2017-0007
FEBRUARY 9, 2017

APPENDIX A

<u>Sales Person</u>	<u>Contract Numbers:</u>
JM	93207762G
JM	10033622
JM	10033621
JM	10007170
JM	10020676
JM	93236169E
JM	93235468E
JM	93226841E
JM	93212198E
JM	10024559
JM	10020679
JM	10020668
JM	10020679
JM	10024558
JM	10020662
JM	10034420
JM	10009187
JM	10033272
JM	10033268
JM	10033317
JM	10033208
JM	10033273
JM	10032906
JM	10033779
JM	10033269
JM	10033781
JM	10033212

APPENDIX B
LIST OF CONTRACTS
K.N.
EB-2017-0007
FEBRUARY 9, 2017

APPENDIX B

<u>Sales Person</u>	<u>Contract Numbers:</u>
KN	10032584
KN	10032586
KN	10032586
KN	10032673
KN	10032584
KN	10029998
KN	10029998
KN	10030038
KN	10030038
KN	10031772
KN	10031791
KN	10031820
KN	10031789
KN	10033874
KN	10035220
KN	10033874
KN	10032661
KN	10031872

TAB 18

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Glenn Zacher
Direct: (416) 869-5688
E-mail: gzacher@stikeman.com

BY E-MAIL

April 17, 2017
File No.: 127353.1011

Justin Safayeni
Stockwoods LLP
TD North Tower, Box 140
77 King Street West, Suite 4130
Toronto ON M5K 1H1

Dear Justin:

**Re: Notice of Intention to Make an Order for Compliance et al
Against Planet Energy - EB - 2017 - 0007**

I am writing to follow-up on our telephone call from earlier last week wherein we discussed various pre-hearing matters.

As discussed, our client requests the following pre-hearing particulars and production:

- a) Witnesses - I understand from our discussion that you intend to call as witnesses [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] and possibly a Board staff investigator. If you intend to adduce evidence from Mr. [REDACTED], Mr. [REDACTED] or Ms. [REDACTED] beyond the scope of the witness statements provided to us as part of the staff's disclosure, please let us know when you will be delivering further witness statements or summaries. Also we have not been provided with witness statements or summaries for Mr. [REDACTED] or a staff investigator; please let us know when you will be delivering these statements or summaries.
- b) Document production - Please let us know if Board staff has disclosed all relevant documents and, if not, when it will be providing further disclosure. We note that staff's disclosure did not include documents relating to the 27 energy contracts (and associated customers) alleged to have been sold by Mr. [REDACTED] and the 18 energy contracts (and associated customers) alleged to have been sold by Mr. [REDACTED] (other than [REDACTED] and [REDACTED]); any such documents (including recorded telephone calls, interview notes, emails, CCRs, etc.) should be produced. There may be additional relevant documents that have not been disclosed by staff; if so, please advise and produce.

TORONTO

MONTREAL

OTTAWA

CALGARY

VANCOUVER

NEW YORK

LONDON

SYDNEY

Please also identify which specific documents from staff's disclosure (and otherwise) you intend to rely upon at the hearing.

- c) Staff interview notes - Please provide the identities of the authors of the various staff interview notes contained in staff's disclosure. It would be helpful if you would resend to us the staff interview notes with the names of the applicable staff investigator marked thereon.
- d) Production from [REDACTED], [REDACTED], [REDACTED] and [REDACTED] - Please have Messrs. [REDACTED] and [REDACTED] produce all relevant documents. This should include, among other things, all documents relating to Messrs. [REDACTED] and [REDACTED] training and engagement by ACN/Planet; their activities as IBOs on behalf of ACN/Planet; their communications with ACN/Planet and customers; and, their communications with Board staff. We note that, among other things, staff's interview notes of Mr. [REDACTED] reference a folder for ACN/Planet on Mr. [REDACTED]'s computer. Mr. [REDACTED]'s witness statement references materials and documents about various ACN products that were provided to him and a sales script he was provided by another IBO.

Please also have Mr. [REDACTED] and Ms. [REDACTED] produce all relevant documents including, but not limited to, their dealings with Messrs. [REDACTED] and [REDACTED] their dealings with ACN/Planet; and their dealings with Board staff.

- e) Administrative penalty - Please provide particulars of how Board staff calculated the proposed \$450,000 administrative penalty by reference to the 27 energy contracts alleged to have been sold by Mr. [REDACTED] and the 18 energy contracts alleged to have been sold by Mr. [REDACTED].
- f) Identities of other witnesses - In his witness statements, Mr. [REDACTED] variously refers to an ACN trainer, numerous ACN IBOs, an ACN Senior Vice President, other unidentified ACN personnel. Please provide the names and contact details for all persons referenced by Mr. [REDACTED] in his witness statements/interview notes; include references to the paragraph numbers in his statements (or page numbers in the interview notes) where the references are made.

In Mr. [REDACTED]'s second witness statement, he makes reference to [REDACTED]. [REDACTED] Please provide contact information for Ms. Laurent. Mr. [REDACTED] also references other ACN trainers/personnel. Please provide the names and contact details for all persons referenced in witness statement/interview notes for Mr. [REDACTED].

Please provide us with your position on the requested particulars and production; and when specifically you will provide us with the requested information. The sooner you provide us with the requested information, the sooner we will be able to

determine and advise you of the witnesses and documents we intend to call and rely upon. This should also facilitate matters at the pre-hearing conference.

Yours truly,

A handwritten signature in black ink, appearing to read 'Glenn Zacher', with a long horizontal flourish extending to the right.

Glenn Zacher

GZ/mp

cc. Mel Hogg, *Stikeman Elliott LLP*

May 9, 2017

Delivered by Courier

Glenn Zacher
Stikeman Elliott LLP
5300 Commerce Court West,
199 Bay Street, Toronto M5L 1B9
Email: gzacher@stikeman.com

Dear Mr. Zacher:

Re: In the Matter of a Notice of Intention to Make an Order for Compliance *et al* against Planet Energy

File No. EB-2017-0007

I am in receipt of your letter dated April 17, 2017. As I have advised you, it has taken Board staff some time to review and collect documents internally in response to the production requests set out in your letter. Board staff's response to those requests, and to the other issues raised in your letter, is as follows:

- a) **Witnesses** – Board staff has already provided Planet Energy (“**Planet**”) with witness statements disclosing the substance of the evidence of four individuals we anticipate calling at the enforcement hearing: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED] (In your letter, you state that you have not been provided with a statement or summary from Mr. [REDACTED]. My understanding is that such a statement was provided in the disclosure you received on or about February 13, 2017. Please double check your files, and if you cannot locate the [REDACTED]'s statement, we will provide it to you right away.)

Depending on whether or not the parties can reach an agreement on certain documents and basic facts, Board staff may call an investigator and/or other additional witnesses to give evidence .

In the event we anticipate calling an investigator, or further evidence from the current expected witnesses, or any additional witnesses, Board staff will make best efforts to provide Planet with witness statements – if agreed on a reciprocal basis – at least 20 days

prior to the commencement of the enforcement hearing. This is more than the two weeks required under Rule 16.04 of the *Rules of Practice and Procedure for Enforcement Proceedings* (“Rules”). Failing agreement, Board staff will comply with its obligations under the *Rules*.

- b) **Document production** – Board staff has produced all relevant documents within the Board’s possession, power or control. If other relevant documents should come to light, they will be disclosed in accordance with the *Rules*.

You have requested production of “documents relating to the 27 energy contracts (and associated customers) alleged to have been sold by Mr. [REDACTED] and the 18 energy contracts (and associated customers) alleged to have been sold by Mr. [REDACTED] (other than [REDACTED] and [REDACTED]”. As can be seen in the enclosed “Question #1 – updated” PDF document provided by Planet in the course of a compliance inspection, contracts and associated documents for Planet customers are exclusively in Planet’s possession, power and control, including those customers enrolled by Mr. [REDACTED] and Mr. [REDACTED] (apart from Mr. [REDACTED] and Ms. [REDACTED]. They are not in the Board’s possession. We would expect Planet to produce those documents if it deems them necessary for the hearing.

Board staff has not had communications with Mr. [REDACTED]’s customers or Mr. [REDACTED]’s customers, beyond Mr. [REDACTED] and Ms. [REDACTED]. (In the case of one of Mr. [REDACTED]’s customers who launched a complaint with the Board, Board staff attempted to contact that customer on September 27, 2016 and left a voicemail message that was never returned.)

If agreed to on a reciprocal basis, Board staff will provide Planet with a list of the documents it intends to enter into evidence at least 20 days prior to the commencement of the enforcement hearing. Failing agreement, Board staff will comply with its obligations under the *Rules*.

- c) **Staff interview notes** – On the enclosed USB key, you will find copies of the interview notes with the investigators’ identities marked thereon (Tab 6).
- d) **Production from [REDACTED], [REDACTED], [REDACTED] and [REDACTED]’s (“Expected Witnesses”)** – On the enclosed USB key, you will find copies of all emails exchanged Board staff and the Expected Witnesses (Tab 5).

In addition, we can advise that on March 13, 2017, Birgit Armstrong (Advisor, Investigations) had a phone conversation with Mr. [REDACTED]. Her notes of that conversation (as recorded on the OEB’s electronic case management system) are as follows:

Phone call with Mr. [REDACTED] regarding the enforcement proceeding against Planet Energy. Staff informed Mr. [REDACTED] that Planet Energy has requested

an oral hearing and the hearing process is being commenced.

Staff re-confirmed that all contracts listed on the notice are subject to this proceeding. Staff also confirmed that the Notice of Intention includes request for restitution under bullet point #8.

Any further procedural steps will be communicated by the case manager, to be appointed by the OEB.

As you know, the Expected Witnesses are not employees of the OEB and Board staff has no power to compel them to produce the documents you have requested. Nevertheless, we have communicated your request for further documents to these four individuals and will keep you apprised of their responses. Thus far, we have only received documentation from Ms. [REDACTED] which is included on the enclosed USB key (Tab 7).

- e) **Administrative penalty** – The determination of an administrative penalty has been made based on the factors set out in Ontario Regulation 51/16, made pursuant to the *Ontario Energy Board Act, 1998*.

Other issues

- **Planet's documents and witness statements.** Please advise us as to whether you agree to produce Planet's documents, witness list and witness statements 20 days prior to the beginning of the enforcement hearing, on our agreement to do the same. In our view, Board staff has disclosed the essence of its case (and more), and Planet is certainly in a position to make at least initial disclosure of the documents it intends to produce or enter into evidence, the witnesses it intends to call, and the anticipated evidence of those witnesses.
- **Authenticity and accuracy of documents.** We ask Planet to confirm that it admits the authenticity of the documents that Planet provided to Board staff during the compliance inspection process (as included in the disclosure). In addition, we would also ask Planet to confirm that it admits both (a) the authenticity of the enclosed PDF document titled "Question #1 – updated", which Planet provided to Board staff during the compliance inspection process, and (b) the accuracy of the document's content.
- **Preliminary motions.** If Planet intends to bring any preliminary motions in advance of the hearing, please let us know.
- **Discussions on an agreed statement of facts.** We believe it would be useful for the parties to discuss an agreed statement of facts, which could assist in reducing the time required for the hearing and truncating (or even eliminating) the need for certain witnesses. If you are open to such discussions, please let us know and we will circulate a draft for your consideration.

We look forward to hearing from you.

Yours truly,

A handwritten signature in black ink, appearing to read "Justin Safayeni". The signature is fluid and cursive, with a small dot at the end.

Justin Safayeni
Encl.

c: Chris Marijan, Birgit Armstrong (*via email*)
Andrea Gonsalves (*via email*)

TAB 19

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Glenn Zacher
Direct: (416) 869-5688
E-mail: gzacher@stikeman.com

May 19, 2017

Justin Safayeni
Stockwoods LLP
TD North Tower, Box 140
77 King Street West, Suite 4130
Toronto, ON M5K 1H1

Dear Justin:

**Re: Notice of Intention to Make an Order for Compliance
Against Planet Energy - EB - 2017 -0007**

We acknowledge receipt of your letter of May 9, 2017 and the documents provided therewith.

With respect to the issues raised in your letter:

- a) **Witnesses:** We confirm that we had not previously received the witness statement of [REDACTED] [REDACTED]. However, Board staff's recent Tab 5 Productions contained an email with two .jpg files, each containing a page of the [REDACTED] statement. If the complete document is available as a .pdf, please provide a copy in that format.
- b) **Document Production:** Thank you for confirming that Board staff has produced all relevant documents within its possession, power or control. However, we would ask that you further confirm that there are no recordings of telephone calls between [REDACTED], [REDACTED], [REDACTED], [REDACTED] or any other relevant consumers and the OEB. We understand that calls to the OEB's customer call centre/public information department are recorded, as are further calls that may subsequently have been elevated to staff investigators. To the extent that the OEB has recordings of any calls related in any way to [REDACTED] or [REDACTED], or the 27 energy contracts alleged to have been sold by [REDACTED] and the 18 energy contracts alleged to have been sold by [REDACTED], please produce such recordings.
- c) **Staff interview notes:** Thank you for providing the identities of the relevant investigators.

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- d) **Production from [REDACTED] [REDACTED] [REDACTED] and [REDACTED]s ("OEB Expected Witnesses"):** Thank you for requesting documents from the OEB Expected Witnesses. Please pass along any further documents you receive in response to these requests. If the OEB Expected Witnesses do not provide all relevant documents in their power, possession or control by May 31, 2017, we intend to bring a motion to the Board seeking an order compelling production.
- e) **Administrative Penalty:** Staff's answer to this inquiry is not responsive nor satisfactory. Planet is entitled to particulars of how Board staff calculated the proposed \$450,000 administrative penalty by reference to each of the 27 energy contracts alleged to have been sold by Mr. [REDACTED] and the 18 energy contracts alleged to have been sold by Mr. [REDACTED] see *OEB .v Summitt Energy*, EB-2011-0316. Please provide such particulars by May 31, 2017, failing which we will bring a motion to compel production of such particulars.
- f) **Identities of other witnesses:** You did not respond to our request for the identities and contact information for other witnesses referenced in [REDACTED] and [REDACTED] witness statements. Please provide this information by May 31, 2017, failing which we will bring the appropriate motion.

With respect to the other issues identified in your letter:

- **Authenticity and accuracy of documents:** We agree that it is a good idea to discuss making reasonable admissions with respect to the authenticity of particular categories of documents. We suggest having a call to discuss this issue. Let us know what times would work for you later next week.
- **Discussions on an agreed statement of facts:** We also agree that an agreed statement of facts could assist in streamlining the proceeding. Please circulate a draft for our consideration.
- **Preliminary Motions:** As set out above, we may bring preliminary motions for document production, particulars of the administrative penalty calculation and identity/contact information for witnesses referenced in [REDACTED] and [REDACTED] witness statements. Please advise whether Board staff intend to bring any preliminary motions in advance of the hearing.
- **Exchange of witness lists/documents:** You have provided us with your proposed list of witnesses, but have indicated that whether you call additional witnesses, including a staff investigator, will depend on whether the parties can reach agreement on certain documents/facts. You have also proposed providing us with a list of the documents that Staff intend to rely upon at the hearing 20 days in advance of the hearing in exchange for Planet Energy agreeing to the same.

Our client will not be in a position to notify you of the witnesses or documents that we intend to call and rely upon at the hearing until we know which witnesses and documents you will be calling and relying upon. We understand that the finalization of your witnesses/documents will depend on what agreements the parties can reach on basic facts and document authenticity. In the circumstances, I suggest that we make prompt efforts to try to agree upon an agreed statement of facts and to address matters of document authenticity. Once that is done, you can presumably finalize your witnesses and documents. Following that, we will be able to provide you with our list of witnesses (and witness summaries) and the documents we intend to rely upon at the hearing. If we make efforts to work on this over the next few weeks, I do not anticipate any problem providing you with our list of witnesses/witness summaries and documents 20 days in advance of the hearing. Let us know if you agree with this proposed approach.

We look forward to your response.

Yours truly,

A handwritten signature in black ink, appearing to read 'M. D. per', is written over the printed name 'Glenn Zachar'.

Glenn Zachar

MH/

June 2, 2017

Delivered by overnight courier

Glenn Zacher
Stikeman Elliott LLP
5300 Commerce Court West,
199 Bay Street, Toronto M5L 1B9
Email: gzacher@stikeman.com

Dear Mr. Zacher:

Re: In the Matter of a Notice of Intention to Make an Order for Compliance *et al* against Planet Energy

File No. EB-2017-0007

Thank you for your letter of May 19, 2017. It appears only a few matters remain unresolved. I can advise as follows, using the same lettering as your May 19, 2017 letter:

- (a) Attached please find a PDF of the witness statement of [REDACTED] [REDACTED]
- (b) You have requested recordings of telephone calls between [REDACTED] [REDACTED] [REDACTED] and/or [REDACTED] or any other relevant consumer and the OEB". Enclosed are audio files responsive to this request. OEB Staff have not located any other recordings responsive to your request.
- (c) Resolved.
- (d) The Ontario Energy Board has not to date received any additional documents from the OEB Expected Witnesses.
- (e) OEB Staff cannot speak to the particulars of the quantum of the penalty set out in the Notice of Intention insofar as it reflects the Board's intentions and reasoning behind any order it might make. However, I can convey the position of OEB Staff on the appropriate penalty amount based on the information it currently has. With respect to the latter, it is Staff's position, based on the facts known to it at this time, that a \$450,000 administrative penalty is appropriate as a calculation of \$10,000 per contract, times 45 contracts and

having regard to the factors set out in Ontario Regulation 51/16, made pursuant to the *Ontario Energy Board Act, 1998*. We also note, on a without prejudice basis, that Staff's position on this may change as additional facts and evidence become known to it.

- (f) OEB Staff does not have the identities and contact information "for other witnesses referenced in [REDACTED] and [REDACTED] witness statements". OEB Staff will continue to make efforts to obtain that information, but is not in a position to compel Mr [REDACTED] and Mr [REDACTED] to divulge the identities and contact information.

Regarding the additional issues raised in our May 9 letter and your response to them:

- We had communications with you since your May 19 letter regarding an agreement on authenticity of documents. We expect to continue to make progress toward an agreement with you in the near future and well in advance of the hearing.
- We are working on a draft agreed statement of facts and will provide it to you for review as soon as possible.
- OEB staff does not currently anticipate bringing any preliminary motions in advance of the hearing.
- Regarding the timing of exchange of final witness and document lists, we agree that much depends on the ultimate contents of any agreed statement of facts. Therefore we think it makes the most sense to await the outcome of that process before many any commitments with respect to timing, beyond what is required in the OEB's *Rules*.

Yours truly,



Andrea Gonsalves
Encl.

c: Mel Hogg (*via email*)
Justin Safayeni (*via email*)

TAB 20

From: Andrea Gonsalves <AndreaG@stockwoods.ca>
Sent: Tuesday, July 11, 2017 4:46 PM
To: Glenn Zacher; Mel Hogg
Cc: Justin Safayeni
Subject: Planet Energy - EB-2017-0007
Attachments: Telephone Meeting with Ontario Energy Board; RE: Agenda for Quarterly Meeting; RE: OEB Quarterly Meeting; Planet Energy.pptx; PlanetEnergy_MeetingMinutes_Final.pdf

Glenn, Mel

Following today's prehearing conference it came to our attention that a small handful of documents which should have been included on the USB key we gave to you had been omitted. A copy of those documents is attached. We propose to reference this production as "Tab 16 – Additional Documents".

I confirm that this completes disclosure of all communications between the Board and Planet Energy and/or the anticipated witnesses relating to:

- the complaints of Ms. [REDACTED] or Mr. [REDACTED]
- Mr. [REDACTED] or Mr. [REDACTED] or
- any of the 45 contracts listed in the Notice of Intention in this matter.

Kind regards,

Andrea Gonsalves
STOCKWOODS
— barristers —

TD North Tower
77 King Street West
Suite 4130, P.O. Box 140
Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1H1
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From: Justin Safayeni <JustinS@stockwoods.ca>
Sent: Friday, September 15, 2017 11:32 AM
To: Glenn Zacher
Cc: Andrea Gonsalves; Genna Wood
Subject: Planet Energy enforcement proceeding -- Further disclosure
Attachments: Submission - 2016-06-16.pdf; 34349488.pdf

Hi Glenn,

Attached you will find two further pieces of disclosure.

The first are screenshots provided by Planet Energy to the Board, and will not be a surprise to you. We only came across these recently, when looking into the Marketing & Promotions investigation you had referenced. (To be clear, we remain of the view that the M&P investigation is irrelevant to this proceeding.)

The second is a recent letter received by [REDACTED]

Justin

Justin Safayeni

STOCKWOODS
barristers

TD North Tower

Suite 4130 - 77 King Street West

Toronto, Ontario, Canada M5K 1H1

Direct: (416) 593-3494 | **Fax:** (416) 593-9345

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From: Andrea Gonsalves <AndreaG@stockwoods.ca>
Sent: Wednesday, November 01, 2017 5:12 PM
To: Glenn Zacher; Genna Wood
Cc: Justin Safayeni
Subject: OEB and Planet Energy
Attachments: 20160324_OEB_interview_Qs_████████.pdf; 20160324_OEB_interview_Qs_re_████████.pdf; 20161103_OEB_interview_Qs_████████.pdf; Interview_Q_&_A.pdf; 22_verificationCallScript_elec_gas_AttachF_201101117.pdf; 23A_Ernst_&_Young_PE_report_2011.pdf; 23B_Notice of Intention_Planet Energy_20110825.pdf; 23C_PlanetEnergy_AssuranceVoluntaryCompliance_20110912.pdf; KN_signed_Nov_1_2017.pdf; 20171101_B_Armstrong_further_witness_statement.pdf; Staff_witness_documents.pdf

Dear Glenn and Genna,

In accordance with the Board's rules, attached please find the following items in respect of this matter.

1. Additional disclosure, as follows:
 - a. Interview questions, ██████████ – March 24, 2016
 - b. Interview questions, ██████████ – March 24, 2016
 - c. Interview questions, ██████████ – November 3, 2016
 - d. Interview questions and answers
 - e. OEB Verification call scripts
 - f. Ernst & Young Planet Energy report, 2011
 - g. Notice of Intention, Planet Energy – August 25, 2011
 - h. Assurance of Voluntary Compliance, Planet Energy – September 12, 2011
2. Further witness statements from Birgit Armstrong and ██████████ in response to Planet Energy disclosure
3. Further documents Staff may rely on, in response to Planet Energy disclosure, as follows:
 - a. 22 - Board-approved verification call scripts (same as item 1e above)
 - b. 23A - Ernst & Young Planet Energy report, 2011 (same as item 1f above)
 - c. 23B - Notice of Intention, Planet Energy – August 25, 2011 (same as item 1g above)
 - d. 23C - Assurance of Voluntary Compliance, Planet Energy – September 12, 2011 (same as item 1h above)
4. A list of the documents Staff's witnesses may refer to.

We expect to deliver a further witness statement for ██████████ which we will do as soon as possible tomorrow.

Have a good night.

Andrea Gonsalves
STOCKWOODS
barristers

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TAB 21

STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9
Tel: (416) 869-5500 Fax: (416) 947-0866 www.stikeman.com

Glenn Zacher
Direct: (416) 869-5688
E-mail: gzacher@stikeman.com

BY EMAIL

June 7, 2017
File No.: 127353.1011

Justin Safayeni and Andrea Gonsalves
Stockwoods LLP
TD North Tower, Box 140
77 King Street West, Suite 4130
Toronto, ON M5K 1H1

Dear Justin and Andrea:

**Re: Notice of Intention to Make an Order for Compliance Against
Planet Energy — EB-2017-0007**

Further to our recent telephone calls and exchange of emails, I confirm that Planet Energy and the Board Enforcement Team agree to the authenticity of the following categories of documents on the following terms:

WAV Files. The WAV Files (audio recordings) covered by this agreement include all calls disclosed to date, and all calls that may be disclosed by the Board Enforcement Team or Planet Energy, between:

- Planet Energy and the Ontario Energy Board or Ontario Energy Board Staff (collectively, the Board);
- the Board and Planet Energy consumers;
- the Board and ACN independent business owners (IBOs);
- Planet Energy and consumers; and
- Planet Energy and ACN IBOs.

The parties agree that:

- the calls recorded on the WAV Files occurred between the individuals identified on the calls;

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SYDNEY

STIKEMAN ELLIOTT

- the calls recorded on the WAV Files occurred on or about the dates indicated in the WAV File names;
- the WAV Files contain an accurate recording of the words spoken on the calls; and
- the WAV Files accurately indicate who initiated the call.

If either party wishes to have a transcript made of a WAV File, they may provide a transcript to the opposing party for their review and comment, prior to presenting it before the Board. The parties shall make best efforts to agree on the transcript. However, if they are unable to agree neither party is precluded from presenting a transcript to the Board without agreement of the opposing party, and both parties have the right to make submissions as to the (in)accuracy of a transcript that is presented to the Board.

Correspondence. Correspondence covered by this agreement includes all emails, letters, other documents or other records disclosed to date and that may be disclosed by the Board or Planet Energy, exchanged between:

- the Board and Planet Energy;
- the Board and Planet Energy consumers;
- the Board and ACN IBOs;
- Planet Energy and consumers; and
- Planet Energy and ACN IBOs.

The parties agree that documents falling within the definition of Correspondence:

- are true copies of the original Correspondence;
- were authored and sent by the person, in the manner and at the date and time they were purported to have been authored and sent; and
- were received by the person(s) to whom they are addressed.

Notwithstanding the parties' agreement on the authenticity of the foregoing categories of documents, either party may, on reasonable notice, challenge the presumption of authenticity of any document, and the other party shall be provided with an opportunity to respond to prove the authenticity of that document.

STIKEMAN ELLIOTT

Please confirm your agreement by signing in the space provided below and returning a signed copy.

Yours truly,



Glenn Zacher

✓



Justin Safayeri
Andrea Gonsalves

Counsel for Board Enforcement Team

/sc

cc: Mel Hogg, *Stikeman Elliott*