Ontario Energy Board

FILE No. EB-2008-0219

EXHIBIT No. HD3.5

DATE May 14, 2009

NS

08/99

HD3.5

the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier."

10.0 Applicable to Ontario Open Flex Electricity Plan only

10.1 Key Terms: "IESO" means the Independent Electricity System Operator or any successor(s) thereto.

"HOEP Price" means the actual Hourly Ontario Energy Price of electricity per megawatt hour as published (in final, not estimate form) by the Ontario IESO. The HOEP Price is published on the Ontario IESO website currently at http://www.ieso.ca/imoweb/marketdata/hoep.asp;

"Monthly Average Price" means, for any calendar month, the weighted average monthly HOEP Price, expressed as a price per kilowatt hour, for that particular month, as published by the Ontario IESO. The weighted average monthly HOEP Price is published on the Ontario IESO website currently at http://www.ieso.ca/imoweb/marketdata/marketData.asp.

10.2 Energy Charge: The Energy Charge you agree to pay pursuant to Section 3.1 for Energy consumed in any calendar month at each Service Address is equal to the Monthly Average Price for the previous calendar month plus 1.5¢ per kilowatt hour. You will also pay the Other Charges pursuant to Section 3.1.

If the IESO ceases or fails to publish the HOEP Price or the weighted average monthly HOEP price or there is a material change in the method of calculating those prices or a material change in wholesale or retail market operations, we may, at our option, either terminate this Agreement or determine the applicable weighted average monthly HOEP price (or a reasonable equivalent) by using the price most recently published by the IESO or by using another published source chosen solely by us, acting reasonably.

The Monthly Average Price is subject to change on a monthly basis and thus the Energy Charge is also subject to change on a monthly basis.

10.3 General Terms and Conditions: You may switch from this Open Flex Plan to any available 5 Year Direct Energy Flat Price Plan for electricity (for the full 5 year term) without incurring Early Exit Fees. You must give us at least 30 days' advance notice of your desire to switch. Notice must be given in writing or by contacting our call centre at the number set out in these Terms and Conditions. Following receipt of your notice, we will advise your Utility of your desire to switch. You will be required to pay the Energy Charge set out in this Agreement until the Utility processes your request.

If you terminate your Open Flex Plan (other than in accordance with your applicable rights set out in Sections 8.0 and 9.0 of these Terms and Conditions) or your Open Flex Plan is terminated by us in accordance with these Terms and Conditions, you will be required to pay all amounts owed under this Agreement plus an administrative fee in the amount of $100. The other Early Exit Fees described in Section 5.0 do not apply. All other provisions of the Terms and Conditions shall apply to Open Flex Plans.

11.0 Applicable to Natural Gas Variable Protection Plan only

11.1 Key Terms: "Fixed Charge" means the fixed component of your Energy Change (expressed in cents per cubic meter) in the amount indicated on your Energy Plan as being the fixed component.

"Intro Period" if applicable to your Energy Plan, means the period commencing when the Service Period begins and ending on the date indicated on your Energy Plan as being the end of the introductory period. (Not all Energy Plans have an Intro Period and Intro Price.)

"Intro Price" if applicable to your Energy Plan, means the fixed price (expressed in cents per cubic metre) indicated on your Energy Plan as being the price applicable during the Intro Period. (Not all Energy Plans have an Intro Period and Intro Price.)

"Variable Charge" means, for each calendar quarter period, the variable component of your Energy Charge (expressed in cents per cubic metre) as determined by us for that calendar quarter.

11.2 Energy Charges: During the Intro Period (if applicable), the Energy Charge you agree to pay pursuant to Section 3.1 for natural gas consumed during the Intro Period will be equal to the Intro Price. At all other times during the Service Period, the Energy Charge you agree to pay pursuant to Section 3.1 for natural gas consumed in each billing period will be equal to:

- the Fixed Charge multiplied by one-half of your consumption in that period, plus
- the Variable Charge for that period multiplied by one-half of your consumption in that period.

The Energy Charge will not at any time exceed two times the Fixed Charge (the "Price Cap") even if the above calculation would otherwise lead to that result.

The Variable Charge will initially be in the amount indicated on your Energy Plan (and, if there is an Intro Period, will apply in the quarter following the Intro Period). Thereafter (and in the case that no initial Variable Charge is indicated on your Energy Plan), for each calendar quarter, the Variable Charge will be set by us approximately 30 calendar days in advance of that quarter and will be posted on our website at www.directenergy.com and the Variable Charge will change each subsequent quarter in proportion to the changes (as determined by us) from quarter to quarter in our expected costs to purchase and transport natural gas to your Utility for consumption by you in that quarter.

The Price Cap applies to the Energy Charges only. You are responsible to pay all Other Charges in addition to the Energy Charges even if the total amount of the Energy Charges and Other Charges exceeds the Price Cap.

11.3 Switching and Termination: You may switch from this Variable Protection Plan to any available 5 year Direct Energy Flat Price Plan for natural gas (for the full 5 year term) without incurring Early Exit Fees, but only if, at the time you switch, the price of the 5 year Flat Price Plan then offered is equal to or greater than the Fixed Charge under this Agreement. You must give at least 30 days' advance notice of your desire to switch. Notice must be given in writing or by contacting our call centre at the number set out in these Terms and Conditions. Following receipt of your notice, we will advise your Utility of your desire to switch. You will be required to pay the Energy Charge set out in this Agreement until the Utility processes your request.

If you terminate your Variable Protection Plan (other than in accordance with your applicable rights set out in Sections 8.0 and 9.0 of these Terms and Conditions) or your Variable Protection Plan is terminated by us in accordance with these Terms and Conditions, you will be required to pay Early Exit Fees described in Section 5.0 but with the amount calculated under subsection (C) reduced by one-half.

Direct Energy Marketing Limited is licenced to market natural gas and electricity in Ontario under Ontario Energy Board gas marketing licence # GM-2004-0241 and electricity licence # ER-2005-0226.

Carbon Neutral

* Environmental Initiatives - Direct Energy will purchase certified carbon emission credits equivalent to 100% (3,000 cubic metres) of the carbon emissions produced by the average yearly residential consumption of natural gas. Direct Energy reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports.

Green Electricity

** Direct Energy purchases renewable energy credits from across Canada for our green power protection plan. For each residential customer we purchase and retire credits representing 100% (10,400kWh) of the typical annual residential customers electricity consumption. For each commercial customer we purchase and retire credits representing 100% (43,989 kWh) of the typical annual commercial customers electricity consumption. Direct Energy reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports.

NATURAL GAS AND ELECTRICITY PRICE - 5 Year Flat

You agree to pay the price noted below for your specific program code each year of your agreement term.

Flat Rate	¢/m³
ONGR 1399	34.9
ONGC 1182	34.9
Flat Rate	**kWh**
ONER 452	7.99
ONEM 396	7.99

April 09_V10_TrC_06

Direct Energy™

April 2009

Terms and Conditions for your Natural Gas and/or Electricity Price Protection Plan. Please retain for your Records

1.0 How we define certain key terms in this Agreement

Agreement: These terms and conditions, the application form (including any attached schedules), the recorded telephone call between you and us in which you agreed to enter this Agreement (if applicable), and any cover letter from us which is intended to form a part of this Agreement.

Early Exit Fee: Your cost if this Agreement is terminated before its expiry date. The amount of the fee will be calculated in accordance with Section 5.0 below.

Energy: The natural gas or electricity (or both, if applicable) that you are buying under this Agreement.

Energy Charge: The price per unit of Energy applicable to your Energy Plan (units measured in cubic metres for natural gas and kilowatt hours for electricity). For natural gas, the Energy Charge includes only the commodity cost of the natural gas you purchase plus applicable compressor fuel charges and an administrative fee charged to us by the Utility in connection with this Agreement. For electricity, the Energy Charge includes only the commodity cost of the electricity you purchase.

Energy Plan: The particular energy plan selected by you for the purchase of Energy from us under this Agreement.

Laws: Any law, regulation or other legal requirement relating to this Agreement or the supply, sale, receipt or purchase of Energy, and any agreement with a Utility and any of its tariffs, policies or directives.

Other Charges: The amounts you will be charged by your Utility (or by us if we bill you directly) in addition to the Energy Charges. These Other Charges may include storage and transportation charges (including if we arrange for those services on your behalf), transmission and distribution charges, taxes, charges to pay for Ontario Hydro debt, and any fees and charges imposed by your Utility, the Independent Electricity System Operator ("IESO") or any other regulatory body. Other Charges will also include any additional charges imposed on us resulting from a change in Law or a change in the way your Utility calculates its charges.

Service Address: Each address specified in the application form or elsewhere in this Agreement to which Energy will be supplied, and any address to which you move and to which we agree to supply Energy under Section 4.1 below.

Service Period: The number of years applicable to the Energy Plan you selected. The Service Period begins on the day we begin supplying Energy to you under this Agreement and continues for that number of years. If this Agreement is renewed according to Section 4.4, the Service Period will include each applicable renewal period.

Utility: The organization that operates your local natural gas or electricity (as applicable) distribution system.

2.0 Conditions for the supply of Energy

2.1 Maximum Energy usage and enrollment with Utility: You must not use more than 50,000 cubic metres of natural gas per year or 150,000 kWh of electricity per year. By signing this Agreement you confirm to us that this is true and that you have full authority to enter into this Agreement. Before we provide you with Energy and services, we must approve your application and the Utility must enroll your Service Address(es) and designate us as your Energy retailer or marketer.

2.2 Appointing us as your agent: By entering into this Agreement, you appoint us as your exclusive supplier and agent to deal with third parties for all purposes related to the performance of this Agreement. In this role we will, among other things, arrange for the purchase and supply of Energy to the Service Address(es) on your behalf, including transportation, transmission, dispatch, billing and storage (including volume balancing) and any other related services. You authorize us to submit a request to your Utility to permit us to supply Energy to you at the Service Address(es) and you also authorize your Utility to give us any required information about your account. You will not appoint another supplier, agent or any other person for any of those purposes while this Agreement is in effect.

2.3 When we will begin supplying you with Energy: We normally begin supplying Energy to you within 120 days of the Utility enrolling the Service Address(es) with us designated as your Energy retailer or marketer. There may be a delay if the Utility fails to notify us that you have been enrolled or if the Utility delays enrollment for any reason beyond our control.

2.4 Leaving the Regulated Price Plan (applicable only if your Energy Plan includes electricity): By entering into this Agreement, you will be leaving the Ontario Regulated Price Plan ("RPP"). If you are a residential customer, the current RPP rate (November 1, 2008 to April 30, 2009) is as follows: 5.6¢/kWh for the first 1,000 kWh consumed per month, and 6.5¢/kWh for the electricity consumed per month above 1,000 kWh. If you are a commercial customer the current RPP rate (November 1, 2008 to April 30, 2009) is as follows: 5.6¢/kWh for the first 750 kWh consumed per month, and 6.5¢/kWh for the electricity consumer per month above 750 kWh. The RPP rate is subject to review every six months by the Ontario Energy Board.

When you leave the RPP you will need to settle your RPP variance account with your Utility.

The OPG Rebate and the Provincial Benefit are already taken into account in the RPP and customers on the RPP do not receive any additional amounts for those items. However, when you enter this Agreement, you will receive (or pay, as applicable) any Provincial Benefit to which you become entitled during the Service Period.

The current Ontario Electricity supply mix is: 21% water power, 1% alternate power sources (wind and biomass), 52% nuclear energy, 8% natural gas and oil, 18% coal (2008, Ministry of Energy). Updated annually at www.directenergy.com.

2.5 Electricity rebate assignment (applicable only if your Energy Plan includes electricity): You hereby assign to us all electricity rebates to which you become entitled during the Service Period and which are assignable by Law, and you direct the Utility, the IESO and any other regulatory body to pay these rebates to us.

3.0 Payments and Billing

3.1 Energy Charges and Other Charges: You agree to purchase from us all Energy used at the Service Address(es) during the Service Period at the Energy Charge applicable to your Energy Plan. You also agree to pay all of the Other Charges during the Service Period. You understand that the Energy Charge you have agreed to pay under this Agreement is not regulated by the Ontario Energy Board.

3.2 Billing: All amounts for Energy Charges and Other Charges will be billed to you by your Utility unless we choose to bill you directly. In either case, you must pay all amounts by the due date shown on the bill. If we choose to render bills to you directly, you agree to provide us with and authorize us to receive from third parties reasonable financial and credit information if we request it. We will use that information to evaluate your creditworthiness. We may require a deposit at any time during the Service Period which we may use to pay any amounts owing by you under this Agreement.

3.3 Late payments: If you do not make your payment by the date indicated on the bill, we may charge you a late payment fee of 1.5% compounded monthly (19.56% per year) on the unpaid amount from the payment date of your bill. We are also entitled to charge you $20 for dishonoured cheques or for any credit card payment or bank debit that cannot be processed for any reason. You are responsible for all our legal and collection fees associated with us trying to collect any amounts owing under this Agreement, including Early Exit Fees.

4.0 Changes to Service Address and renewing and ending this Agreement

4.1 What happens if you move: You must give us at least 30 days advance written notice before you move and tell us your new address. If the new address is within a territory in Ontario that we serve, we will transfer supply under this Agreement to your new Service Address unless it is not commercially reasonable for us to do so in which case we may terminate this Agreement.

If we supply you with both electricity and natural gas under this Agreement and we are able to supply only one of them to your new address, we may transfer supply of the applicable commodity to your new address in which case this Agreement will end with respect to the other commodity (and we may charge you the Early Exit Fees for that commodity).

If your new address is outside Ontario or is not within a territory in Ontario that we serve or if we are unable to supply your new address for any other reason (including that a third party supplies the new address with natural gas or electricity) then this Agreement will end on your move date and we will charge you the Early Exit Fees.

4.2 We can end this Agreement if... We can end this Agreement (with respect to the supply of one or both types of Energy) and charge you the Early Exit Fees if:

a) you do not pay your bill in full by its due date or if you breach or notify us of your intention to breach any other obligation under this Agreement;

b) you or your Utility do anything that prevents us from supplying you with Energy or services (including making arrangements with another Energy marketer, retailer or supplier);

c) you increase your consumption of natural gas or electricity (as applicable) above 50,000 cubic meters per year or 150,000 kWh per year, respectively;

d) you do not give us satisfactory financial or credit information, or do not give us a deposit when we request one, or do not meet our credit requirements,

e) if this Agreement is for the supply of electricity, you are or become an interval meter service customer, or

f) if this Agreement is for the supply of electricity, we are unable (after using commercially reasonable effects) to obtain a fixed supply of electricity at a commercially viable price sufficient to meet your anticipated consumption of electricity during the Service Period.

We can also end this Agreement pursuant to Sections 4.1, 6.2 and 7.1. If we end this Agreement we will give you notice of termination as may be required by Law, at which time this Agreement will come to an end, the Early Exit Fees will be payable (excluding in the case of termination under Sections 4.2(f)) and we will have no further obligation or liability to you under or in connection with this Agreement or its termination. In addition to our rights set out above, if you are already our customer for the supply of Energy at the time this Agreement is signed, we may declare this Agreement to be null and void unless we have expressly agreed in writing to terminate your existing agreement with us.

If you have received a discount on the price of Energy as a result of purchasing both natural gas and electricity from us, that discount will immediately end if the supply of either natural gas or electricity is terminated for any reason.

4.3 When you can end this Agreement: Under the Ontario Energy Board Act, 1998, you have certain rights to end this Agreement, which rights are discussed in Section 8.0 below. You may also have certain rights under the Consumer Protection Act, 2002 if you signed this Agreement in person anywhere other than at our place of business or at a trade show or exhibition. Those rights are discussed in Section 9.0 below. If you end this Agreement in accordance with either of those Sections, you will not be charged the Early Exit Fees. If you end this Agreement for any other reason you will be in breach and subject to Early Exit Fees.

4.4 Renewal of Agreement: Before the end of each Service Period (including at the end of any renewal period) we may send you a notice that we wish to renew this Agreement (with respect to either or both types of Energy) for a term of up to five years. We will send that notice no earlier than 120 days and no later than 60 days before the end of the current Service Period. The renewal notice will contain any changes that will be made to the Agreement including a new Energy Charge and term. Upon receiving the renewal notice you may notify us in writing, within the timeframe specified in the renewal notice, either: (a) that you wish to renew this Agreement on the terms set out in the renewal notice, or (b) that you do not wish to renew this Agreement. If you do not notify us under (a) or (b) above, we may (at our option and without further notice, but subject to applicable Law) renew this Agreement automatically for a one year period on the terms set out in the renewal notice. If this Agreement is not renewed (either because we choose not to renew it or you have properly notified us that you do not wish it to renew) it will expire at the end of the current Service Period.

4.5 De-enrolling you with the Utility: When this Agreement ends we will ask your Utility to de-enroll your Service Address(es). When it does, you will receive Energy from a default supplier or another Retailer or Marketer you choose. This Agreement will not end until the de-enrolment is finished and we have each completed all of our obligations to each other.

5.0 Early Exit Fees

You acknowledge that we enter into supply agreements with third parties so that we are able to supply Energy to our customers, and that if this Agreement is terminated pursuant to Sections 4.2 or 7.1, you must pay us Early Exit Fees consisting of: (A) all amounts owed under this Agreement; plus (B) an administrative fee for residential customers of $200 ($400 if this Agreement is for both natural gas and electricity) or, for commercial customers, an administrative fee of $500 ($1,000 if this Agreement is for both natural gas and electricity) prorated monthly for the remaining term of this Agreement; plus (C) the following amounts:

(1) if this Agreement is for natural gas, the amount calculated by multiplying your Projected Consumption (defined below) of natural gas by the greater of: (X) 7.0¢/m3; and (Y) the difference between the Energy Charge for natural gas and the prevailing price of our most comparable product offered at the time this Agreement is terminated (but if the prevailing price is greater than the Energy Charge, the calculation of the difference will be deemed to be zero); and

(2) if this Agreement is for electricity, the amount calculated by multiplying your Projected Consumption (defined below) of electricity by the greater of: (X) 1.5¢/kWh; and (Y) the difference between the Energy Charge for electricity and the prevailing price of our most comparable product offered at the time this Agreement is terminated (but if the prevailing price is greater than the Energy Charge, the calculation of the difference will be deemed to be zero).

"Projected Consumption" means the number of months remaining in the Service Period (calculated as if this Agreement had not been terminated, and including any renewal term) multiplied by your average monthly natural gas or electricity consumption, as applicable (based on your most recent 12 months actual consumption as provided by your Utility). If your actual monthly consumption is not available from your Utility, your Utility's current standard estimate of your consumption will be used. You must also pay all costs and expenses incurred by us (including legal fees incurred to collect the Early Exit Fees) that result from the termination. For greater certainty, the Early Exit Fees apply even if this Agreement is terminated before the Service Period has commenced and in that case the number of months remaining in the Service Period for the purposes of the above calculation shall be deemed to be the total number of months in the Service Period.

6.0 Unexpected Events

6.1 Inability to perform: Certain events beyond our control may make it impossible for us to supply Energy or services to you. We are not legally responsible to you in those events and will resume supplying Energy or services as soon as we reasonably can. This Agreement will otherwise remain in full effect.

6.2 Change of Laws: If we believe a change in Laws requires that we make a change to this Agreement, we will notify you of those changes. If you do not agree to those changes, or if any Laws prevent us from making the required changes, or if a change in Laws stops us from supplying Energy or services under this Agreement or creates additional costs for us that are not included in Other Charges, then we may end this Agreement. If we choose to end this Agreement, we will notify you and this Agreement will end without liability to either of us.

7.0 Miscellaneous

7.1 Privacy: Our Canadian privacy policy (which can be found at www.directenergy.com) governs the way we collect, use and disclose the personal information you give us. We only use it to establish and manage our business relationship with you (including to allow our third party partners to perform such functions), to supply Energy under this Agreement, to meet our contractual obligations with others, for law enforcement activities, to communicate with you about our other products and services, and for the other purposes set out in our privacy policy. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise (we may also share information about you for the noted purposes with other companies, some of which may be located outside of Canada). Any withdrawal of consent that prevents us from supplying Energy and services will result in us ending the Agreement and charging you the Early Exit Fee. If you have any questions about the collection or use of your personal information, please visit our website or contact us at the number set out below.

7.2 Transferring this Agreement: We may transfer any or all of our rights and obligations under this Agreement to another licensed retailer, or pledge this Agreement or proceeds of it as security for any obligation, without your permission. You may not transfer this Agreement (or any part) to anyone else unless we give you our prior written consent to do so.

7.3 LIMITATION ON OUR RESPONSIBILITY

WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE UTILITY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.

7.4 Entire Agreement and amendments: We both agree that this Agreement is the only thing we may look to as the evidence of the agreement between us. We may amend this Agreement by giving you written notice of the changes not less than one month before the changes are intended to take effect. The changes will only take effect if you give us your written or recorded verbal consent to those changes. (Note that this Section does not apply to renewals of the Agreement, which are governed by Section 4.4). This Agreement is governed by the laws of Ontario and the laws of Canada applicable in Ontario.

7.5 Waiver, illegality, notices, and sections that don't end: No failure or delay to exercise a right under this Agreement will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Any waiver of any right we may have will only be effective if done expressly by us, and will not effect any other right we may have. If any part of this Agreement is illegal or cannot be enforced, we both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this Agreement, it will be removed and the rest of this Agreement will stay in effect. Each of us must deliver any notice related to this Agreement to the other's address on the application form or in these terms and conditions. Each of us may change our address by giving notice to the other. Section 7.3 does not end when this Agreement ends but stays in effect indefinitely. In this Agreement, "includes" and "including" mean "includes (or including as applicable) without limitation".

7.6 Our Energy license and questions and concerns: We are a retailer of electricity and a marketer of natural gas and not your local distributor. We are licensed by the Ontario Energy Board in Ontario to sell natural gas under licence number GM-2004-0241 and to sell electricity under license number ER-2005-0226. If you have any questions or concerns about this Agreement, please first direct them to us to the attention of our Customer Service Department by using the contact information set out below:

By phone: 1-800-348-2999 (toll-free)

By fax: 1-877-663-6611 (toll-free)

By personal delivery, mail or registered mail: Direct Enrergy, Attention: Customer Service, 2225 Sheppard Avenue East, Toronto, Ontario M2J 5C2

By email: customerservice@directenergy.com or privacy@directenergy.com

Our website: www.directenergy.com

To cancel by email (under Sections 8.0 or 9.0): cancel.request@directenergy.com.

If you are unable to resolve your concern with us directly, you can phone the Ontario Energy Board's Customer Service Centre at (416) 314-2455 or toll free at 1-877-632-2727 for assistance.

We are required by Law to include the following two sections in this Agreement.

8.0 Consumer's Rights under the Ontario Energy Board Act, 1998

Section 88.9 of the Ontario Energy Board Act, 1998 provides that this Agreement will cease to have effect unless:

- **we provide you with a copy of this Agreement within 40 days after you sign it, and**
- **you reaffirm this Agreement in accordance with section 88.9 of the Ontario Energy Board Act, 1998 no earlier than 10 days and no later than 60 days after you receive a copy of it. (If this Agreement was entered into over the internet or in response to a direct mail solicitation, or if you contacted us about entering into this Agreement (and we had not contacted you within the previous 30 days), there is no requirement that you reaffirm the Agreement. Section 88.10(2) of the Ontario Energy Board Act, 1998 also gives you the right to cancel this Agreement within one year of entering into it if the Agreement does not set out the information in the manner required by regulation and by any applicable rules made by the Ontario Energy Board.**

9.0 Your Rights under the *Consumer Protection Act, 2002*

If this Agreement was entered into in person at a place other than our place of business, a trade show or an exhibition, the following excerpt from the Consumer Protection Act, 2002 applies: "You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for canceling during this 10-day period. If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after