

COMMERCIAL COOLSAVER PROGRAM PARTICIPANT AGREEMENT

References to "you" or "your" in this Agreement are references to the "Participant".

This participant agreement between you and the Independent Electricity System Operator (the "IESO") (the "**Agreement**") governs your participation in the Commercial CoolSaver Program (the "**Program**"). The Program is offered and funded by the IESO and provides qualifying York Region commercial facilities with A/C tune-ups for Rooftop Units (RTUs) and instant discounts for the installation or implementation of eligible energy efficiency measures.

If you wish to participate in the Program, you must read, understand and agree to the terms of this Agreement and complete the declaration and consent form. The IESO will confirm in writing if it accepts your request to participate in the Program. Once accepted, subject to the terms and conditions of this Agreement you are eligible to receive an instant discount(s) (each, a "**Participant Incentive**") for an A/C tune up for an RTU and/or for the installation or implementation for certain energy efficiency measures (each, an "**Eligible Measure**", as further described in and calculated in accordance with the "**Program Requirements**", which governs your participation in this Program). The Participant Incentive is intended to offset a portion of the total measure cost, you will be responsible for paying all other amounts payable for the implementation or installation of the Eligible Measure(s), including costs for services, equipment and installation (the "**Participant Contribution**").

In consideration of the installation of the Eligible Measure(s) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that:
 - a) you and your facility meet the eligibility criteria set out in the Program Requirements (as confirmed in your online application);
 - b) if you are a lease holder or facility operator, you have the consent of the facility owner to implement or install the Eligible Measure(s);
 - c) you are authorized to enter into this Agreement on behalf of your facility; and
 - d) you will comply with all the terms and conditions of this Agreement.
2. The IESO may subcontract any of its responsibilities under the Program to its third-party service provider (the "**Delivery Partner**").

3. Commercial or industrial heating, ventilation, and air conditioning (HVAC) contractors (each a **“Trade Ally”**, for certainty this is a separate entity from the IESO’s Delivery Partner) will be pre-qualified by the Delivery Partner to perform work under the Program. The selection of a Trade Ally to perform work from a list of pre-qualified participating Trade Allies is the sole decision of the Participant. The inclusion of any contractor in the Trade Ally list for the Program does not constitute an endorsement by the IESO of any product, individual, or company. Work performed by Trade Allies is not guaranteed or subject to any representation or warranty, either expressed or implied or otherwise, by the IESO. The IESO makes no guarantee or any other representation or warranty, expressed or implied or otherwise, as to the quantity, cost or effectiveness of any product(s) provided or work(s) performed, including with respect to the Eligible Measures, by any Trade Ally or by any Trade Ally’s employees, subcontractors or suppliers.
4. You represent and warrant that you have not received, or will not apply to receive, incentives through any other energy efficiency or conservation and demand management program in Ontario related to any of the Eligible Measures to be installed under the Program. For certainty, you are required to disclose to the IESO if you have, are or expect to receive incentives from a gas distributor for any of the Eligible Measures to be implemented or installed.
5. You agree to keep, for at least two years, a copy of the records used by you to demonstrate your eligibility to participate in the Program.
6. You agree to participate in any follow up surveys, studies, audits, evaluations, or verifications conducted by the IESO, it’s Delivery Partner, Trade Ally or other third party service providers (collectively, the **“Program Operators”**) in connection with the Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Program, and will provide the Program Operators with reasonable access to your records and premises for such purposes. The Program Operators may undertake quality assurance and quality control activities in connection with your participation in the Program, including by collecting photographic evidence, conducting a physical or virtual inspection of the Facility, or requesting any other information as may be reasonable required for quality assurance and quality control purposes, at the IESO’s sole discretion. You agree to permit physical or virtual inspections to be conducted in the facility by the Program Operators if you are selected by the IESO for a quality assurance and quality control review. Further, you consent to the Program Operators contacting you directly, including by phone, email or other electronic communication, in connection with surveys, studies, audits and reporting for the purposes of this Section 6.
7. By signing this Agreement, you agree that you are providing your “express consent” (as that term is described in Canada’s Anti-Spam Legislation (CASL) and its associated regulations) for the IESO to contact you at the email address identified in your application for the purpose of receiving electronic communications regarding the IESO’s Save on Energy programs, events and ways to save on energy. You may withdraw your consent at any time or manage your subscription preferences [here](#). If you have any questions, you may also reach the IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or 905 403-6900
8. You authorize:
 - a) the Trade Ally to enter your facility to:
 - i. review your proof of eligibility to participate in the Program; and
 - ii. install or implement one or more Eligible Measures following your approval of the Work Order (as further described in Section 18); and

- b) the IESO to:
- i. if required, undertake, at a later date, an evaluation and verification of the installed Eligible Measures.
9. You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings, demand savings or natural gas savings for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "**Environmental Attributes**") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO. The IESO shall be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner it determines. You further acknowledge and agree that the IESO may direct you to take such actions and do all such things necessary to certify, obtain, quantify, and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the IESO. You shall comply with any such directions and will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO, acting reasonably, has approved such cost in writing prior to the cost being incurred by you. Notwithstanding the foregoing, you may market, report, and publish the environmental benefits and savings results associated with participation in the Program.
10. You acknowledge, understand and agree that by confirming your acceptance of the terms of this Agreement:
- a) You consent to the collection, use disclosure and other handling of any information it provides to the Program Operators, which may include personal information and records showing past and current energy usage (the "**Participant Information**"), by the Program Operators for purposes relating to the operation, administration, compliance or assessment of the Program or other Save on Energy programs, including for dispute resolution, and in connection with any reporting activities, follow-up surveys, studies and audits relating to the Program, which shall include, without limitation:
 - i. sharing of Participant Information among the Program Operators and/or the IESO;
 - ii. use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of surveys, and to modify the Program based on such surveys; and
 - iii. disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Commissioner of the Environment or their respective successors.
 - b) Information about you from this program is primarily collected directly from you, by the IESO, such as during the application process for the Program. If you contact the Program phone line (at phone line 1-888-365-9363), the IESO will collect the information you disclose so that it can respond to your questions or comments. The IESO may make an audio recording of your call for quality control purposes. Information collected may include: your name; address; contact information; utility and utility account numbers; number, type and ownership of air conditioning RTUs; age of the facility; building type and condition; past participation, and potential future interest in, energy efficiency and conservation and demand management programs.
 - c) You consent to the disclosure by the IESO of Participant Information to local electricity utilities, local distribution companies, and gas distribution companies and to the IESO

receiving information related to the Participant that is collected by local electricity utilities or local distribution companies, required for the purpose of administering and assessing the Program and/or other Save on Energy programs and to determine the Participant's eligibility to receive a Participant Incentive by ensuring the Participant meets the eligibility requirements set out in the Program Requirements and does not receive more than one financial incentive funded by the IESO for the same Eligible Measure.

- d) You acknowledge that the IESO is a not-for-profit corporation without share capital established under the *Electricity Act, 1998*. The *Ontario Energy Board Act, 1998* and section 6 of the *Electricity Act, 1998*, gives the IESO the authority to collect, use and disclose information related to your participation in the Program. To the extent that any of your personal information is collected, IESO complies with the privacy protection rules contained in Ontario's *Freedom of Information and Protection of Privacy Act* ("**FIPPA**"). For information about IESO's general personal information practices, you may access IESO's privacy policy at www.ieso.ca/en/privacy, or contact the IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; 416-969-6277; or privacy@ieso.ca.
- e) Upon written request, the IESO will provide you with access to the Participant Information collected.

11. You acknowledge and agree that:

- a) The IESO nor any of its officers, directors, or employees (collectively, the "**Representatives**") , will be liable for any injury, damage or loss to persons or property, including without limitation any direct, indirect, special or consequential damages arising from or connected or related to: (i) the supply, installation or use of the Eligible Measures, whether installed in accordance with the manufacturer's instructions or otherwise; (ii) the evaluation and verification of the Program; or (iii) any actions, omissions, negligence or misconduct by the IESO, the Representatives, or the Trade Ally or the Delivery Partner, or their respective personnel or subcontractors who delivers, installs, implements, evaluates or verifies the Eligible Measures, and you hereby release IESO and the Representatives from and against any of the foregoing.
- b) Subject to the exceptions set out in this Section 11(b), the Delivery Partner will not be liable to the Participant for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise. Exceptions: the limitations to the Delivery Partner's liability described in the immediately preceding sentence will not apply to any action, claim or loss arising out of, related or attributable to: (i) property damage, or bodily or personal injury (up to and including death) caused or contributed to by the Delivery Partner, or its subcontractors or a Trade Ally; or (ii) any negligent acts or omissions or willful misconduct in connection with the performance, purported performance or non-performance of any installation by the Delivery Partner, or its subcontractors or a Trade Ally.

12. You acknowledge and agree that the: (i) your participation in the Program is based upon your own assessment of the program and the implications of installing or implementing the Eligible Measures at your facility(s); (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any Eligible Measure implemented or installed pursuant to this Agreement, including any collection, use, disclosure or other processing of your information, and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the Program are based on estimates, actual results may differ; and (iv) the Eligible Measures are

intended for use only as directed and improper use may result in injury or damage. Except as specifically set forth or referenced in this Agreement, the IESO disclaims all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose as to the eligible energy efficiency measures supplied and/or installed in connection with the Program.

13. The IESO may immediately terminate this Agreement if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate. For certainty, if terminated for such reason the Participant will not be eligible to receive any further Participant Incentives.
14. The Agreement will enure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by you to another person except with the prior written consent of IESO, which consent may be unreasonably withheld or delayed.
15. Both you and IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance of their respective obligations hereunder.
16. All obligations of both you and IESO which expressly or by their nature survive the completion of the installation of Eligible Measures under the Program shall continue in full force and effect after and notwithstanding such installation and until they are satisfied or by their nature expire.
17. This Agreement and its attachments set forth the entire agreement and understanding between you and IESO relating to the Program.
18. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
19. Participation in the Program is conditional upon receiving the following consents for the installation of Eligible Measures:
 - (i) You agree to sign a "**Work Order**", which will set out your agreement to the type and quantity of Eligible Measure(s) to be installed. The A/C Tune-up measure may be free of charge for Rooftop Units (RTU) <25 tons. The instant discount(s) you will receive for RTUs >25 ton and other Eligible Measure installed is also set out in the Program Requirements and will be described in your Work Order. The Trade Ally will provide a discount on the cost of services equivalent to the applicable Participant Incentive(s). The Participant will be responsible for payment of Participant Contribution (that is, all costs for services, equipment, and installation as agreed between the Participant and the Trade Ally in the Work Order that are not covered by the Participant Incentive.
 - (ii) You (or the property owner) consent to Trade Ally removing and disposing of any existing equipment replaced by this installation, if applicable.
 - (iii) The property owner agrees that they will not remove an installed measure before the expected service life unless the equipment fails or is replaced by a more energy efficient measure.

Declaration and consent

By signing this Agreement, you acknowledge and agree that (please check the boxes to confirm):

I have read, understood and agree to the terms and conditions of the Agreement and certify that the information I have provided is true and correct.

I consent to and authorize the IESO (or its Delivery Partners) to collect, use and disclose information related to my participation in the CoolSaver Program for the purposes set out in this Participant Agreement.

I understand that by signing a Work Order, I consent to and authorize the Trade Ally to implement or install the Eligible Measure as outlined in the Work Order and agree that I am responsible for the Participant Contribution.

I am legally authorized to sign up for the Program on behalf of the Participant and proposed facility/facility owners.

I consent to IESO sharing information with and receiving information from the operators and/or administrators of other energy conservation programs in Ontario, including local distribution and gas companies, related to your participation in other energy conservation programs.

Disclaimer: Signing and submitting your application form and confirming your agreement to the terms and conditions set out in this Agreement does not guarantee that Eligible Measures will be implemented or installed at your facility under the Program. Eligible Measures will only be implemented or installed in accordance with the details provided in your Work Order. Prior to acceptance of your online application form and Participant Agreement by the IESO, no binding obligations are created, and the IESO has no obligation to provide any Participant Incentives or install or implement any Eligible Measures under the Program.

X

Authorized on Behalf of the Participant