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# SMALL BUSINESS PROGRAM PARTICIPANT AGREEMENT

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

This participant agreement between you and the IESO (this "**Agreement**") governs your participation in the small business program (the "**SBP**"), the successor program to the Small Business Lighting ("**SBL**") program. The SBP is offered and funded by the Independent Electricity System Operator ("**IESO**"). By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "**Program Requirements**").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1. if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of Non-Lighting Measures; or
2. if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures 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 have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined

in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP.

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.
3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.
4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.
5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.
6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.
7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.
8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.
9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement

and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures in the other signed Work Order has been completed, unless otherwise required and approved of by the IESO or Program Delivery Agent.

10. You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.
11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.
12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.
13. Environmental Attributes.
  - (a) 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 for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "**Electricity Savings Environmental Attributes**") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "**IESO Environmental Attributes**") and the Participant owning the remaining quantity of Electricity Savings Environmental Attributes (the "**Participant Environmental Attributes**"), where Environmental Attribute Funding Percentage means, in respect of an Eligible Measure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of the Eligible Measure(s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

- (b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, “**realizing**”) any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attribute Funding Percentage.
- (c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.
- (d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.
- (e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to:
  - (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and
  - (ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to the cost being incurred and provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and 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.

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "**Program Operators**") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.
16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "**Participant Information**") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "**CASL**"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here <https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter>. You may

withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; [www.ieso.ca](http://www.ieso.ca); [www.saveonenergy.ca](http://www.saveonenergy.ca); or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at <http://www.ieso.ca/Privacy>.
18. If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the *Residential Tenancies Act, 2006* (Ontario) (the "**RTA**"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.
19. The IESO will not be liable 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, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.
20. Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The terms and conditions of this Agreement are subject to change at any time. 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. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.
21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.
22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: \_\_\_\_\_

Participant Legal Entity Name:

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Signature

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Authorized Signatory Name:

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Authorized Signatory Title:

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Date:

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