



CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Customer Services Agreement to CustomerCare@metergysolutions.com or fax to 1-416-649-1969 or 1-866-521-8882

Fields marked with an asterisk (*) are required.

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)			City*:	Postal Code*:	Electrical Vehicle Parking Unit No.
Primary Account Holder: Mr Mrs Miss Ms (Please Circle)		First Name*:	Middle Name:	Last Name*:	
Primary Phone*:		Secondary Phone:		Email:	
Identification*: (Please Complete One)	Driver's License No.:	Date of Birth: ____/____/____ Year / Month / Day		Social Insurance No. 	
Mailing Address*: (Number, Street Name, Unit Number)			City*:	Postal Code*:	
Email*: (You will be enrolled for paperless e-billing using this email address unless otherwise indicated herein)			<input type="checkbox"/> I prefer to receive my monthly invoices by mail to the Service Address or Mailing Address, if specified, above. (If this box is left unchecked, you will be registered for paperless e-billing and receive monthly e-bill email alerts to the email address provided).		
Secondary Account Holder: Mr Mrs Miss Ms (Please Circle)		First Name*:	Middle Name:	Last Name*:	
Primary Phone:		Secondary Phone:			
Identification*: (Please Complete One)	Driver's License No.:	Date of Birth: ____/____/____ Year / Month / Day		Social Insurance No. 	

The terms and conditions set out in this agreement comprise the legally binding agreement between the Customer and Metergy Solutions Inc. ("Metergy") governing the Customer's use of the Services (as defined below). Please read the following carefully as well as Metergy's Conditions of Service, a copy of which is available at metergysolutions.com or can be obtained from a Metergy representative. The Customer acknowledges and agrees as follows:

- The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the "Unit") and/or electrical vehicle parking unit (the "Parking Unit" and, together with the Unit, the "Service Unit"), as applicable, located in the building at the above-noted Service Address (the "Premises").
- The Customer acknowledges that Metergy will provide the following services (the "Services") to the Service Unit:
 - Metergy shall measure and record actual electricity, gas, water and/or thermal energy, as applicable, use for the Service Unit, as applicable;
 - If Metergy owns the sub-metering system located at the Premises, Metergy shall ensure such sub-metering system is operating properly;
 - Metergy shall, monthly, prepare invoices showing the amount of electricity, gas, water and/or thermal energy, as applicable, consumed at the Service Unit, as applicable, and the amount payable by the Customer for the electricity, gas, water and/or thermal energy, as applicable, consumed and the Services;
 - Metergy shall issue monthly invoices by email, mail or make monthly invoices available over the internet in accordance with Metergy's Conditions of Service. Unless otherwise specified by the Customer, Metergy shall email the monthly invoices to the Customer at the email address provided by the Customer; and
 - Metergy shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with Metergy's Conditions of Service.

The Customer consents to the provision of the Services and agrees to pay the fees (the "Service Fees") for the Services provided by Metergy under this agreement as set forth in the invoices delivered by Metergy pursuant to this agreement and in accordance with Metergy's Conditions of Service.
- The Customer acknowledges that the developer, the owner, the condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with Metergy for the provision of the Services, including meter reading, billing and collection services.
- The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of electricity, gas, water and/or thermal energy, as applicable, to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Unit and/or the date when Metergy has installed the sub-metering system in respect of the Parking Unit). In the event that the Customer does not have an account with Metergy, the Customer agrees to contact Metergy by telephone at 1-866-449-4423 or complete an online form at Metergysolutions.com to set-up an account on or before the effective date.
- In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer and the costs and expenses relating to the supply of electricity, gas, water and/or thermal are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with Metergy and pay for the cost of electricity, gas, water and/or thermal energy, as applicable, and the Services supplied to such Service Unit. In the event such Service Unit is rented out by the Customer and its tenant has agreed to pay for the Service Fees and the costs and expenses relating to the electricity, gas, water and/or thermal energy supplied to the Service Unit, from time to time, the Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to Metergy relating to such Service Unit, from time to time.
- The Customer acknowledges that Metergy is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system, if owned by Metergy) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Metergy is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Premises is situated.
- The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided Metergy with at least thirty (30) days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Metergy and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify Metergy forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, Metergy determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Metergy to complete all related repairs or other work or improvements to such sub-metering system.
- In the event that Metergy owns the sub-metering system, the Customer acknowledges that Metergy owns the sub-metering system, including, but not limited to, the sub-meters relating to the Premises and to the Service Unit. Metergy is responsible for the maintenance and repair of such sub-metering system, but if in response to a request by the Customer for an inspection of the sub-metering system in respect of the Service Unit, Metergy determines, acting reasonably, that the sub-metering system did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection.



performed by Metergy in the Service Unit, in accordance with Metergy's Conditions of Service. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage Metergy's sub-metering system and agrees to indemnify Metergy in respect of any losses, costs, expenses or damages caused thereby.

9. The Customer agrees to provide Metergy with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the provision of the Services and in connection therewith will authorize site personnel at the Premises to grant Metergy access to the Service Unit.
10. The Customer agrees that the charges for electricity, gas, water and/or thermal energy supplied to the Service Unit will comprise of electricity, gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges, are being collected by Metergy on behalf of the developer, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), the Service Fees and other charges which may be payable from time to time in accordance with Metergy's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
11. The Customer agrees to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice and in accordance with Metergy's Conditions of Service. Interest will be charged on any amount not received by the due date at the rate of 1.5% compounded monthly (19.56% per annum) from the due date until receipt of such amount and all accrued interest. The Customer will be responsible for any collection costs. All dollar amounts referred to in this agreement are in lawful money of Canada and are exclusive of applicable taxes, such as the Goods and Services Tax and the Provincial Sales Tax (which shall be paid by the Customer).
12. If the Customer fails to pay electricity or electricity-related charges due to Metergy under this agreement, then Metergy, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.
13. The Customer agrees that because Metergy will be billing the Customer only after the Services are provided, Metergy is extending to the Customer a form of credit during the time from provision of the Services to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of Metergy (which, with respect to electricity sub-metering services in Ontario, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any Metergy representative or reviewing Metergy's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to Metergy's Conditions of Service. Metergy may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if Metergy incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
14. Metergy shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when Metergy is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, epidemic, act of God, act of terrorism or any other condition which is beyond the control of Metergy and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.
15. The Customer acknowledges that Metergy may issue a single invoice for the provision of the Services. In the event the Customer makes a partial payment of any such single invoice, Metergy shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity sub-metering services first, and then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, Metergy has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of water, gas or thermal energy sub-metering services.
16. Metergy shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
17. No director, trustee, officer, shareholder, employee, agent or other contractor of Metergy shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.
18. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
19. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Metergy may assign any of its rights and obligations under this agreement and upon such assignment, Metergy is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for the Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
20. Any notice required or permitted under this agreement may be given by Metergy to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to Metergy by facsimile transmission to 416-649-1969 or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to Metergy Solutions Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention:

Customer Care.

21. The Customer hereby consents to Metergy disclosing information about the Customer, the Service Unit and Metergy's dealings with the Customer, including consumption and payment information, to each of the landlord, property manager, developer, condominium corporation and owner of the Premises (each an "Information Recipient"). Metergy is not responsible or liable for the use, disclosure, retention or handling of the disclosed information by any Information Recipient. If and to the extent the disclosed information includes personal information of the Customer or any other person, then the collection, use, disclosure, retention and handling of the disclosed information will be governed by the relevant Information Recipient's privacy policy (not Metergy's Privacy Policy).
22. The Customer shall provide written notice to Metergy, in accordance with the notice requirements set out in paragraph "20", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to Metergy at least sixty (60) days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, Metergy will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Metergy to the credit of the Customer shall be applied towards payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by Metergy to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Metergy for the Services shall continue until Metergy has completed a final reading and the final invoice is paid.
23. This agreement may be terminated by Metergy by giving the Customer notice thereof, in which case Metergy may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered, the provisions of paragraph "22" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
24. This agreement may be terminated by the Customer only in accordance with paragraph "22" of this agreement.
25. The Customer hereby consents to Metergy, its affiliates or authorized service providers contacting them in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to the Customer. The Customer may, by giving Metergy sixty (60) days prior written notice, withdraw such consent. Metergy may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings and conservation measures to assist in reducing consumption and related costs.
26. This agreement, including Metergy's Conditions of Service, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that Metergy may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.
27. In addition to disclosures of personal information to Information Recipients pursuant to paragraph "21" above, the Customer consents to Metergy's collection, use, disclosure, retention and handling of the Customer's personal information in accordance with Metergy's Privacy Policy which is available at www.Metergysolutions.com or can be obtained from any Metergy representative, and as otherwise permitted by applicable law. The Customer further consents to Metergy obtaining a credit report regarding the Customer and Metergy using, disclosing, retaining and handling the report in accordance with Metergy's Privacy Policy and applicable laws. The Customer may contact Metergy's Privacy Officer to discuss any questions or concerns related to Metergy's Privacy Policy or how the Customer's personal information is being handled by contacting Metergy's Privacy Officer by: email at privacy@metergysolutions.com, telephone at 1-866-449-4423, fax at 416-649-1969, or mail at:

Metergy Solutions Inc.
8133 Warden Avenue, Suite 601
Markham, ON L6G 1B3
Attention: Privacy Officer

CUSTOMER SIGNATURE *

This agreement is dated as of the _____ day

of _____, 20_____.

X _____

Primary Account Holder's Signature

X _____

Secondary Account Holder's Signature