

## TERMS AND CONDITIONS OF NATURAL GAS FOR A BUSINESS

### **2 What words mean in this Contract**

“We”, “us” and “our” refer to Planet Energy.

“You” and “your” refers to the Business whose name is set out beside “[Your information](#)” in section 1.

“Account Holder” is the person whose name is on the Gas Utility bills for the Business.

“Business” is the property that is supplied with natural gas under this Contract as shown in section 1.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for natural gas that you buy from us for the Business.

“Early Exit Fee” is what you agree to pay if we end this Contract.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to the Business. A Gas Utility is also called a distributor or a distribution company.

### **3 Supply of natural gas and billing**

#### **3.1 You are the Account Holder or the Account Holder’s agent**

You have told us that:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to enter into this Contract to supply natural gas to the Business.

#### **3.2 Enrolling you as a new customer**

Before we provide natural gas for the Business, we have to take two steps.

Step one: We must enrol you as a new customer. This may involve a standard credit check.

Step two: We will ask your Gas Utility to switch you to the Contract Price for the natural gas used in the Business. This switch is a change to the supply arrangement information on your Gas Utility account, and will not interrupt natural gas service to the Business.

You agree that we can act as your agent for the purpose of asking your Gas Utility to switch you to the Contract Price and for the purposes of arranging for the supply of natural gas used in the Business and managing this Contract. You also agree that your Gas Utility can give us information about the gas account for the Business that we need in order to enrol you and to manage this Contract.

### **3.3 Start date of supply**

We will start supplying natural gas to the Business under this Contract after your Gas Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Business under this Contract within *120* days from when the Gas Utility finishes switching you to the Contract Price.

We do not control how fast your Gas Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your natural gas are:

- a. Mistakes in the information that we have about you
- b. If your Gas Utility does not tell us they have done the switch
- c. If your Gas Utility takes longer than usual to do the switch for any other reason that we cannot control

### **3.4 Delivery and billing**

Your Gas Utility will continue to deliver natural gas to the Business. They will also continue to read your natural gas meter.

Your Gas Utility will also normally continue to bill you on our behalf for natural gas supplied to the Business under this Contract. Your natural gas bills will be sent to you in accordance with your Gas Utility's usual requirements and schedules for things like billing and payment dates and security deposits.

We reserve the right to bill you directly.

## **4 Contract Price and other energy costs you will continue to pay**

### **4.1 Agreement to buy from us**

You agree to buy from us all of the natural gas used at the Business.

Your agreement to buy from us lasts until the end of the Contract Length. The [Contract Length](#) is shown in section 1.

#### **4.2 Contract Price: What you pay for natural gas under this Contract**

You agree that you will pay the Contract Price for the natural gas that you buy from us.

The [Contract Price](#) is shown in section 1. It includes:

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The price for the natural gas used in the Business. Natural gas use is measured in cubic meters or “m<sup>3</sup>”.

Any other charge listed in section 1 as part of the [Contract Price](#). This can include:

- The price for getting natural gas to your Gas Utility (this is called “transportation”)
- The price for holding on to the natural gas until you need it (this is called “storage”)

#### **4.3 Other energy costs: Charges you will continue to pay to others**

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

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What you have to pay your Gas Utility to bring natural gas to the Business, except for transportation and/or storage if section 1 shows that these are included in the [Contract Price](#).

Taxes

#### **4.4 How you pay, deposits, late payments etc.**

You are not required to pay any deposits or late payments directly with Planet Energy. However, you may be subject to such with your Gas or Electricity Utility.

### **5 Ending the Contract**

#### **5.1 You can change your mind about this Contract**

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

#### **5.2 You can end this Contract if...**

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If your Business moves to a different location.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:
  - a. If we said something that is not true or that can mislead you
  - b. If you are not the Account Holder or the Account Holder’s agent
  - c. If we did not follow the Ontario Energy Board’s consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days’ notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

### 5.3 Cancellation Fees

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we can charge you a Cancellation Fee. The maximum Cancellation Fee depends on how much natural gas the Business used in the 12 months before you end this Contract.

The highest Cancellation Fee is:

$\$0.05 \times [\text{amount of gas used in the Business in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

#### **5.4 We can end this Contract if...**

We can end this Contract for different reasons: You agree that Planet may terminate this Agreement before the end of the Term for the Premises, without penalty or liability to Planet Energy and without prejudice to enforcement of any legal right or remedy available to Planet Energy if: (a) You fails to pay for Electricity and/or Gas hereunder or any other amounts payable on your Utility bill or due to Planet Energy; (b) You attempt to cancel or terminate this Agreement; (c) You appoint another person or company as your Electricity and/or Gas supplier or agent; (d) You breach or are in default of any other terms 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 Energy's Electricity retailing and/or Gas marketing business; or (g) You, or to the extent your obligations hereunder are guaranteed, you 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 you or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay your debts when due; (iv) has a receiver, trustee or similar official appointed with respect to you or substantially all of your assets.

#### **5.5 Early Exit Fees**

Your Early Exit Fees, if you exit the Agreement prior to the end of the Term of the Agreement, are the same as outlined in Section 5.3 above.

### **6. Transferring the Contract**

Planet Energy in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without your consent. You may not assign this Agreement without Planet Energy's written consent. This Agreement shall be binding upon and enure to the benefit of Planet Energy's and your respective successors and assigns.

### **7. How to Contact Us...**

You may contact Planet Energy at the following: (i) by phone: 1-866-360-8569, (ii) by facsimile 1-855-360-3041, (iii) by email: [customerservice@planetenergy.ca](mailto:customerservice@planetenergy.ca), (iv) through Planet's website [www.planetenergy.ca](http://www.planetenergy.ca), or (v) by mail: Planet Energy (Ontario) Corp., Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4.

#### **7.1 If you have a complaint or question**

If you 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 Energy 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](http://www.planetenergy.ca), or (v) by mail: Planet Energy (Ontario) Corp., Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4. If you are unable to resolve any concerns with Planet Energy, you 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

## **7.2 To renew or extend this Contract**

Non-applicable.

## **7.3 To change your mind or end this Contract**

Please see Section 5 above.

## **8 Making changes to this Contract**

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

Nothing in this contract negates or varies the consumer's rights to cancel the contract under and in accordance with the Act and this Part.

If the consumer permanently moves out of the premises to which the electricity or gas is provided under the contract, the consumer may, without cost or penalty, cancel the contract.

You consent to Planet Energy recording telephone conversations between your and Planet Energy and maintaining such recordings in accordance with the Electronic Commerce Act, 2000 (Ontario).

In case of emergency you should contact your Utility and not Planet Energy. This Agreement is the entire agreement between your and Planet Energy and replaces and supersedes any prior written or oral agreement(s) between Planet Energy and you. You 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 Energy is unable to perform any of its obligations hereunder or is unable to supply Electricity or Gas 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 your Utility), Planet Energy 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, you agree that you will pay Planet Energy for its actual cost of supply. This Agreement, when completed by you, is subject to approval and acceptance of Planet Energy, in its sole discretion, your Utility's acceptance of your enrolment as a Planet Energy customer, and, as applicable, your verification of the Agreement. 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.

You agree to indemnify and save harmless Planet Energy, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of Planet Energy 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 Energy acting as your agent and supplier, or is the consequence of any act or omission by you relating to the supply or delivery of Electricity and/or Gas to the Premises including, without limitation, any claim resulting from any default or breach by you, or any failure by you 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. You acknowledge that Planet Energy relies on this Agreement as security to obtain a supply of Electricity and/or Gas for you.

You hereby grant to Planet Energy 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 Energy as a security deposit, or as prepayment for Electricity and/or Gas to be delivered hereunder. You agree to take such action as Planet Energy 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 Energy. You agree that Planet Energy 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 you. Planet Energy will apply the proceeds of the collateral realized upon to the exercise of any such rights or remedies to reduce your obligations under this Agreement (where you remain liable for any amounts owing to Planet Energy after such application), subject to Planet Energy's obligation to return any surplus proceeds remaining after your 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, your manual signature, a facsimile or other electronic transmission of your signature, or a photocopy of such electronic transmission, and such signature, or copy or electronic version of such signature, is deemed to constitute your original signature to this Agreement.

In addition to Section 4 of the Agreement above, you will pay as applicable the Energy Balancing and Monthly Administration fees, described further herein.

In respect of the Gas Fixed Rate or Electricity Fixed Rate, Hybrid Rate, Peak Protection Rate or Gas reliabilty or reliabilty-Step-Up Rate as applicable, you understand and agree that you will also pay (or receive payment) for the Energy Balancing Amount (defined below). You understand that in order for Planet Energy to be able to supply Electricity and/or Gas to its existing and prospective customers, Planet Energy 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 Energy's customers varies from supply arrangements and/or Customer's Utility delivery requirements, Planet Energy will incur a cost and/or a benefit in balancing and settling its supply arrangements with such pooled consumption. In respect of Electricity and/or Gas, you agree to pay or receive, as applicable, your pro rata share (based on your consumption) of the cost or benefit to Planet Energy to balance and settle the variance between pooled consumption and supply arrangements (the "Energy Balancing Amount"). The Energy Balancing Amount payable by or to you will be charged or credited on your 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 m<sup>3</sup> in any contract year. Planet Energy will charge an administrative fee of \$0.0005 per kWh or \$0.005 per m<sup>3</sup>, to your account for amounts attributable to such variances. Further, you agree to pay any amounts charged or billed to Planet Energy or you by your 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 Electricity and/or Gas to the Premises (collectively, "Regulatory Charges"), and in respect of any such Regulatory Charges billed to Planet Energy, Planet Energy shall pass them through to you. you also agree to pay any Regulatory Charges and fees charged to Planet Energy by your Utility, and/or Planet Energy's service providers (for Low-Volume Consumers and in respect of electricity supply, this is currently \$5.00 per month, and in respect of gas supply this is currently \$5.00 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. You further understands that, in respect of Electricity supply, you may be subject to a one-time credit or charge known as the RPP variance settlement and that this will appear on your Utility bill.

In addition to Section 4 of the Agreement above, you will pay the Contract Price, as selected by you and outlined above. The contract Price is further described herein.

You agree that the price that you will pay to Planet Energy for Electricity and/or Gas throughout the Term shall be the amount per cubic metre ("m<sup>3</sup>") of Gas and/or kilowatt hour ("kWh") of Electricity multiplied by your Electricity and/or Gas consumption, plus all other amounts payable by you with respect to the supply or delivery of Electricity and/or Gas as set out above and as further described herein (collectively, the "Price"), however Price does not include Regulatory Charges (defined above). If you have selected a rate that includes an introductory rate, the introductory rate shall only apply for the introductory period as set out above. If you have selected: (a) Gas Fixed Rate or Step-Up Rate on the Application, your 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, your Price will be based on variable price equal to the weighted average of Planet Energy's short and medium term supply purchase costs plus Planet Energy's compressor fuel and transportation charges, administrative and transaction costs, marketing and overhead



charges and margin (collectively, the “Gas Variable Rate”) (Planet Energy 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, your 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, your Price will be based on a fixed and flat monthly charge as selected by you on the Application (the “Monthly Charge”) and will not change during the Term of the Agreement if you consume less than 3,300 m3 per year (the “Threshold”); however, if your consumption exceeds the Threshold, Planet Energy will charge and you agree to pay the Monthly Charge plus Planet Energy’s Gas Variable Rate as outlined in (b) above, for all amounts consumed over the Threshold. If you choose Planet Energy’s Green Program, an additional \$4.25 per month will be included in your Price for the Gas reliaBILL or reliaBILL Step-up Rate, or an additional \$0.0175 per m3 will be included in your Price for any other Gas rate.

If you have selected: (a) Electricity Fixed Rate on the Application, your Price will be based on the Fixed Rate selected on the Application; (b) Electricity Variable Rate, your 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 your respective weighted hourly consumption, which weighted hourly consumption data will be obtained from your Utility, or in the absence of available weighted hourly consumption data from your Utility, Planet Energy will estimate your weighted hourly consumption based on your Utility’s net system load shape, as applicable to your billing period, plus Planet Energy’s marketing and overhead charges and margin (collectively, the “Electricity Variable Rate”) (Planet Energy agrees that the Electricity Variable Rate shall not exceed an average of \$0.15 per kWh during the Term.); (c) Electricity Hybrid Rate, your 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, your Price will be based on the Fixed Rate selected on the Application, applied to your respective weighted hourly consumption, which weighted hourly consumption data will be obtained from your Utility, or in the absence of available weighted hourly consumption data from your Utility, Planet Energy will estimate your weighted hourly consumption based on your Utility’s net system load shape, as applicable to your 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 you understands that for your respective weighted hourly consumption outside of the Peak Advantage Time, your Price will be the Electricity Variable Rate. If you chooses Planet’s Green Program, an additional \$0.0085 per kWh will be added to your price for any Electricity rate.



**Nino C. Silvestri**

**Co-CEO**