



**The terms and conditions set out in this agreement comprise the legally binding agreement between the Customer and ND Energy Inc. ("ND Energy") governing the Customer's use of the Services (as defined below). Please read the following carefully as well as ND Energy's Conditions of Service. The Customer acknowledges and agrees as follows:**

1. 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").
2. The Customer acknowledges that ND Energy will provide the following services (the "Services") to the Service Unit:
  - a) ND Energy shall measure and record actual electricity, gas, water and/or thermal energy, as applicable, use for the Service Unit, as applicable;
  - b) If ND Energy owns the sub-metering system located at the Premises, ND Energy shall ensure such sub-metering system is operating properly;
  - c) ND Energy 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;
  - d) ND Energy shall issue monthly invoices by mail, email or make monthly invoices available over the internet in accordance with ND Energy's Conditions of Service. Unless otherwise specified by the Customer, ND Energy shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
  - e) ND Energy 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 ND Energy's Conditions of Service.

The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by ND Energy under this agreement as set forth in invoices delivered by ND Energy pursuant to this agreement and in accordance with ND Energy's Conditions of Service.

3. 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 ND Energy for the provision of the Services, including meter reading, billing and collection services.
4. 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 ND Energy has installed the sub-metering system in respect of the Unit and/or Parking Unit). In the event that the Customer does not have an account with ND Energy, The Customer agrees to contact ND Energy via mail, fax or email to set-up an account on or before the effective date.
5. 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 energy are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with ND Energy 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.
6. The Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to ND Energy relating to such Service Unit, from time to time.
7. The Customer acknowledges that ND Energy 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 ND Energy) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, ND Energy 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.
8. 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 ND Energy with at least 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 ND Energy and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify ND Energy forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, ND Energy 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 ND Energy to complete all related repairs or other work or improvements to such sub-metering system.
9. In the event that ND Energy owns the sub-metering system, the Customer acknowledges that ND Energy owns the sub-metering system, including, but not limited to, the sub-meters relating to the Premises and to the Service Unit. ND Energy is responsible for the maintenance and repair of such sub-metering system,

but in the event that if in response to a request by the Customer for an inspection of the meters in respect of the Service Unit, ND Energy determines, acting reasonably, that the meters did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by ND Energy in the Service Unit, in accordance with ND Energy'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 ND Energy's sub-metering system and agrees to indemnify ND Energy in respect of any losses, costs, expenses or damages caused thereby.

10. The Customer agrees to provide ND Energy 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 ND Energy access to the Service Unit.
11. 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 ND Energy on behalf of the developer, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with ND Energy's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
12. 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 ND Energy's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
13. If the Customer fails to pay electricity or electricity-related charges due to ND Energy under this agreement, then ND Energy, 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.
14. The Customer agrees that because ND Energy will be billing the Customer only after services are provided, ND Energy is extending to the Customer a form of credit during the time from provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of ND Energy (which, with respect to electricity service, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any ND Energy representative or reviewing ND Energy'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 ND Energy's Conditions of Service. ND Energy may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if ND Energy incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
15. ND Energy shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when ND Energy 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, act of God, act of terrorism or any other condition which is beyond the control of ND Energy 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.
16. The Customer acknowledges that ND Energy may issue a single invoice for the provision of Services. In the event the Customer makes a partial payment of any such single invoice, ND Energy 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, ND Energy 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.
17. ND Energy 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.
18. No director, trustee, officer, shareholder, employee, agent or other contractor of ND Energy 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.
19. 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.
20. 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. ND Energy may assign any of its rights and obligations under this agreement and upon such assignment; ND Energy 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 Services shall be binding on the Customer after the date the Customer vacates the Service Unit

- 22. The Customer hereby consents to ND Energy providing consumption and payment information in respect of the Service Unit to the landlord, property manager, developer, condominium corporation and/or the owner.
- 23. The Customer shall provide written notice to ND Energy, 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 ND Energy at least 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, ND Energy 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 ND Energy to the credit of the Customer shall be applied toward 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 ND Energy to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay ND Energy for the Services shall continue until ND Energy has made a final reading and the final invoice is paid.
- 24. This agreement may be terminated by ND Energy by giving the Customer notice thereof, in which case ND Energy 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.
- 25. This agreement may be terminated by the Customer only in accordance with paragraph "22" of this agreement.
- 26. The Customer hereby consents to ND Energy, 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 ND Energy sixty (60) days prior written notice, withdraw such consent. ND Energy 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.
- 27. This agreement, including ND Energy'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 ND Energy 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.
- 28. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages in accordance with the terms of ND Energy's Privacy Policy. ND Energy agrees that any personal information provided by the Customer (or by the Developer, condominium corporation or owner, as applicable, of the Premises in which the Service Unit is located) shall be subject to applicable laws and ND Energy's Privacy Policy. The Customer agrees that ND Energy may undertake a credit reference check of the Customer and ND Energy agrees that the results thereof shall be handled by ND Energy in accordance with the Privacy Policy and applicable laws.

**CUSTOMER SIGNATURE \***

This agreement is dated as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
**Primary Account Holder's Signature\***

X \_\_\_\_\_  
**Secondary Account Holder's Signature\***