

SMALL BUSINESS LIGHTING 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 lighting program (the "**SBL Program**"). The SBL Program is offered and funded by the Independent Electric 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 in the SBL Program requirements in force at the time you sign this Agreement (the "**Program Requirements**").

If the IESO accepts this Agreement, you are eligible to receive a lighting assessment at no charge and the installation of Eligible Measures listed in the Eligible Measures List with a Direct Install Eligible Cost Payment less than or equal to \$2,000 (the "**Threshold**"). Where the Participant wants to install Eligible Measures in excess of the Threshold, the Participant shall be eligible to receive the installation of Eligible Measures within the Threshold and the Standard Incentive Payment for Eligible Measures in excess of the Threshold, but will be responsible for the purchase and installation of Eligible Measures over the Threshold.

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 SBL Program, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you meet all Participant Eligibility Criteria as outlined in the Program Requirements; and (c) you are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures being installed pursuant to the SBL Program.
2. The IESO may subcontract any of its responsibilities under this agreement to a third party contractor.
3. The IESO reserves the right to determine eligibility for your participation in the SBL Program.
4. The IESO may refuse to provide and install the Eligible Measures at any time and for any reason, including due to conditions in the Facility that would prevent energy efficient products or devices from resulting in electricity savings, failure to meet the eligibility criteria of the SBL Program, safety conditions or lack of funds.
5. The Participant agrees to provide the IESO, or its subcontractor, access to the Facility to install the Eligible Measures and all Eligible Measures shall be installed prior to December 31, 2021.
6. The Participant shall not remove the Eligible Measures before the expected service life unless the equipment fails.
7. The Participant authorizes the IESO or its subcontractor to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that has been replaced.
8. The Participant represents and warrants that it signed the Work Order and this Agreement prior to the IESO or its subcontractor commencing the installation of the Eligible Measures.
9. The Participant has reviewed the Work Order and confirms that all information is true, complete and accurate. In particular, the Participant confirms that the equipment listed under "Existing Equipment" accurately describes the

Participant's current equipment to be replaced, and "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

10. The Participant agrees not to move, remove, tamper with, disable or damage the Eligible Measures. Failure to comply with this obligation will be at your sole risk for any and all damages that may result.
11. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. The Participant agrees that all parts and labour warranty claims made within the year following the date of installation shall be made by the Participant directly to the IESO's subcontractor. Additional manufacturer warranties may be available beyond the 1-year parts and labour warranty period, and any such warranty claims shall be made by the Participant directly to the product manufacturer.
12. The Participant agrees to allow the IESO or their respective representative access to the Facility for the purpose of conducting evaluation, measurement and verification activities.
13. The Participant has not received, is not receiving or will not receive any financial incentive generally funded by energy ratepayers or tax payers of the Province of Ontario, or rebates from manufacturers or wholesalers or other supply chain participants, with respect to the Eligible Measures to be installed.
14. 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 paid, 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 purchase and installed, the total incentive amount paid to the Participant and funded by the IESO in respect of the Measure, 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) The Participant shall 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) The Participant agrees 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 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) The Participant agrees that it 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.
15. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBL Program; (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 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 SBL Program 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.
16. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO or their agents or service providers (the “**Program Operators**”) in connection with the SBL Program including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBL Program, and will provide to them reasonable access to the Participant records and facilities for such purpose. You acknowledge that you will allow inspections to be conducted in the Facility by the Program Operator if you are selected by IESO or its subcontractors for a quality assurance and quality control review.
17. 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 SBL Program, and in connection with any reporting activities relating to the SBL 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 Facility to conduct, analyze and report on the results of the SBL Program and to conduct surveys and modify the SBL Program based on such surveys; and (iii) disclosure to the Ontario Energy Board, the IESO, the Ontario Ministry of Energy or the Ontario Environmental Commissioner and/or 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) consents that in connection with surveys, studies and audits, the Program Operators may contact you directly including by email and other electronic communications. Pursuant to Canada’s anti-spam legislation (hereinafter “**CASL**”), the IESO is hereby requesting your Express Consent (as that term is meant in CASL and its associated regulations) to contact you at the electronic address identified in this Agreement. If you wish the IESO to communicate with you by email 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>. 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; ieso.ca; saveonenergy.ca; or 905 403-6900.
18. The IESO are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Participant may access the IESO's privacy policy at <http://www.ieso.ca/Privacy>.
19. 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 shall not use the Standard Incentive or the Eligible Measures provided under the SBL Program 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.
20. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the 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 IESO’s subcontractor.

- 21. Except as otherwise provided, this Agreement constitutes the entire agreement between you 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.
- 22. This Agreement will enure to the benefit of and be binding upon the Participant and each of their respective successors and assigns. The Participant may not assign this Agreement without the written consent of the IESO.
- 23. This Agreement may be executed and delivered by electronic execution and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the Participant, 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/Legal Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____