

**peaksaver® program**  
**PARTICIPANT TERMS AND CONDITIONS**

These are the Participant Terms and Conditions under the peaksaver® program funded by the Ontario Power Authority (the “OPA”). Hydro One Brampton Networks Inc. (the “the LDC”) offers to provide to you (“you”), either directly or via a contractor (the “Contractor”), one or more devices in the form of a relay-based switch or electronic thermostat (individually, a “Load Control Device”, collectively “Load Control Devices”) to be installed inside your premises identified on your electricity bill (the “Premises”) pursuant to your enrolment in the peaksaver® program. In consideration of the installation of a Load Control Device(s) inside your Premises and the one-time payment of a financial incentive in the amount of \$25.00 whether one or more Load Control Devices are installed, which DR Financial Incentive will be credited to your electricity bill after the said installation(s), you, as a participant in the peaksaver® program, agree to the following terms and conditions:

1. You represent, warrant and covenant to the LDC that:
  - (i) you are an electricity distribution customer of the LDC whose account with the LDC is active and has the service classification of either “Residential” or equivalent or “General Service” or equivalent with less than 50kW monthly peak demand for electricity;
  - (ii) you have due authority and right over the Premises to authorize the installation of Load Control Devices inside the Premises;
  - (iii) your electricity meters are read on at least a quarterly basis and the Premises are separately metered;
  - (iv) your Premises are not a recreational property;
  - (v) you currently do not have a Load Control Device installed or otherwise located inside your Premises; and
  - (vi) each appliance to which a Load Control Device is to be connected/attached is and shall be in good working order, including maintenance and inspection at reasonable intervals.
  
2. You acknowledge and agree that the LDC has subcontracted out the installation of the Load Control Devices to the Contractor. You authorize the LDC and the Contractor to install the Load Control Devices inside the Premises.
  
3. You acknowledge and agree that the Contractor is independent of the LDC and that, except as may be specified herein, the LDC makes no representation, warranty, endorsement or recommendation of any kind with regard to the peaksaver® program or the Contractor.
  
4. You authorize: (i) the LDC to collect, use and disclose a copy of your Enrolment Form and any information contained therein and any other Participant Information, including information regarding your participation in the peaksaver® program, to any of the LDC’s directors, officers, employees, agents or contractors, the Contractor, any contractor, agent or auditor engaged by the OPA and/or the Ontario Energy Board, for the purposes of the peaksaver® program, (ii) the Contractor, the LDC, the LDC’s employees, agents and contractors and any contractor, agent or auditor engaged by the OPA, to collect, disclose, use and process any Participant Information for purposes of the peaksaver® program, including to disclose it publicly as it relates to the peaksaver® program and to disclose it to the Ontario Energy Board. Such Participant Information will otherwise be held confidential except as required by law or under the *Freedom of Information and Protection of Privacy Act*, as amended. “Participant Information” means any information relating to and/or provided by you, including personal information and records showing your energy use and consumption.
  
5. You shall permit the Load Control Devices installed inside the Premises to operate in accordance with the functional specifications of the Load Control Devices until a date not earlier than December 31,

2010 and you shall ensure that the Load Control Devices are not moved, removed, tampered with or damaged and that they shall continue to operate as intended.

6. You acknowledges and agree that the OPA shall have, and shall be able to transfer to an aggregation operator (the “**Aggregation Operator**”) and a dispatch administrator, the right to dispatch and control the Load Control Devices and exercise load control by interrupting power to the appliances to which a Load Control Devices is connected/attached for not more than four hours per day during certain periods of the year and this may mean that, in the case of a Load Control Device attached to an air conditioner, there will be a slight increase in the temperature in your premises and, in the case of a Load Control Device attached to a water heater, a slight reduction in the availability of hot water. You acknowledge and agree that the Load Control Devices installed inside your Premises from time to time control how much electricity your water heater or air conditioner will use. You further acknowledge and agree that no person or entity except the OPA or a person or entity designated by the OPA shall have the right to control or dispatch the Load Control Devices and exercise load control and you further agree not to authorize anyone else to control any Load Control Devices installed inside your Premises.

7. As between you and the LDC, the LDC does not own nor will it own the Load Control Devices and title to the Load Control Devices shall at all times be and remain with you. The Contractor will be responsible for maintaining the Load Control Devices from and after installation until December 31, 2011. Nothing in this Agreement or otherwise shall have the effect of passing title to the Local Control Devices unto the LDC.

8. You hereby grant to the LDC and its Contractor reasonable rights of access to the Premises in order to inspect, maintain and test the Load Control Devices as required by the LDC.

9. You agree to participate in any follow up surveys, studies, audits, evaluations or verifications in connection with the peaksaver® program conducted by the LDC, the LDC’s employees, agents or contractors, the Contractor, the OPA or the OPA’s agents until December 31, 2013.

10. You acknowledge and agree that: (i) you have independently assessed the risk of installing Load Control Devices inside the Premises and you accept such risk; (ii) the Load Control Devices have been selected and obtained through normal commercial channels, and the LDC makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to the Load Control Devices or any part thereof or the installation thereof or otherwise; (iii) the energy cost savings and other benefits described in connection with the peaksaver® program are based on estimates, and actual results may differ; (iv) the Load Control Devices are intended for use only as directed and improper installation or use may result in injury or damage; (v) subject to clause 11 below, none of the LDC, the OPA, the Aggregation Operator and their respective officers, directors or employees will be liable for any damage, loss or injury to persons or property (including without limitation any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, whether any said damage, loss or injury is incurred by you or by any third party including, without limitation, for any inconvenience that is suffered by you, any member of your family or any occupant or guest) and any costs, expenses, fines, liabilities, obligations, actions, causes of actions, suits, proceedings, debts, penalties and demands arising therefrom and connected therewith, of any nature or kind whatsoever, arising from or related to the installation or use of the Load Control Devices, whether in accordance with the manufacturer’s instructions or otherwise, these Participant Terms and Conditions, the peaksaver® program and/or any actions or omissions of or by the Contractor and you hereby indemnify and release the LDC, the Aggregation Operator, the OPA and their respective directors, officers and employees of, from and against any of the foregoing.

11. The maximum liability that the LDC, the OPA and their respective agents, employees, officers, directors, shareholders, contractors and subcontractors (and any other person for whom the LDC or the

OPA is at law responsible) (collectively the “Indemnitees”) is limited to the amount of \$25.00. **[covered in 10 above]**

12. The LDC shall not be in default, and shall not be deemed to be in default, of these Participant Terms and Conditions by reason of delay or the failure or inability to perform its obligations hereunder where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of the LDC, including without limitation any act of God or other cause which frustrates the performance of these Participant Terms and Conditions.

13. The provisions dealing with liability and releases (including, without limitation all of the provisions of clauses 10 and 11), the rights to disclose, collect, use and process any Participant Information for purposes of the peaksaver® program and the provisions of clauses 4, 5, 7, 9 and this clause shall survive the termination or expiry of these Participant Terms and Conditions, termination of your participation in the peaksaver® program and completion of the installations of the Load Control Devices.

14. You may submit a request that you terminate participation in the peaksaver® program and have the Local Control Devices cease operation. The LDC will comply with such request provided it is made in writing or by telephone at least ten (10) business days in advance. If you breach any of your obligations specified in these Participant Terms and Conditions, the LDC has the right to remove the Load Control Devices or require that you return the Load Control Devices to the LDC, and terminate your participation in the peaksaver® program. Where a Load Control Device replaces a thermostat, you shall retain the old thermostat. When you exit the peaksaver® program for any reason, you will be responsible for reinstallation of the old thermostat and any related expenses. You may make an opt-out request by phone or in writing that a Load Control Device be taken out of operation for a period not to exceed 48 hours.

15. Subject to any rights of termination either of us may have and except as specified otherwise herein, the peaksaver® program commences on the date that the first Load Control Device is installed inside your Premises and terminates on December 31, 2010. 16. These Participant Terms and Conditions shall be construed, governed by, and enforced in accordance with, Ontario law. You may not assign any of your rights, obligations, liabilities and remedies in, under or in relation to these Participant Terms and Conditions; provided, however, that you may assign your rights, obligations, liabilities and remedies hereunder to any buyer of the Premises so long as the buyer agrees in writing to assume your obligations under these Participant Terms and Conditions. These Participant Terms and Conditions may be amended by the LDC with thirty (30) days notice to you. If you do not agree with any such amendment, you may terminate these Participant Terms and Conditions and your participation in the peaksaver® program.