

Save on Energy HomeSealSaver Program

PARTICIPANT AGREEMENT

References to “you” or “your” in this Agreement are references to the Participant.

This participant agreement between you and the Independent Electricity System Operator (“IESO”) (the “Agreement”) governs your participation in the Save on Energy HomeSealSaver Program (the “HomeSealSaver Program”). The HomeSealSaver Program is offered and funded by the Independent Electricity System Operator (the “IESO”) and provides qualifying individuals with financial incentives for the installation or implementation of eligible energy efficiency measures, such as Guided Air Sealing, Aerosol Air Sealing, AC Tune Up, AC Replacement and Attic Insulation (each an “Eligible Measure”), as further described in this Agreement.

In consideration of the installation or implementation of the Eligible Measures, you agree to the following terms and conditions:

1. You represent and warrant that:
 - a. You meet the Eligibility Requirements set out above.
 - b. Will comply with all of the terms and conditions of this Agreement.
2. The IESO may subcontract any of its responsibilities under the Save on Energy HomeSealSaver Program to a third-party service provider (the “Service Provider”).
3. Residential heating, ventilation, and air conditioning (HVAC) contractors, Insulation and Air Sealing contractors (each a “Contractor”, for certainty this is a separate entity from the IESO’s Service Provider) will be pre-qualified by the Service Provider to perform work under the HomeSealSaver Program. The selection of a Contractor to perform work from a list of pre-qualified participating Trade Allies is the sole decision of the Participant. However, for the application of the Aerobarrier measure, a qualified Contractor will be assigned by the program team. The inclusion of any contractor in the Contractor list for the HomeSealSaver Program does not constitute an endorsement by the IESO or the Service Provider of any product, individual, or company. Work performed by Trade Allies is not guaranteed or subject to any representation or warranty, either expressed or implied or otherwise, by the IESO. The IESO makes no guarantee or any other representation or warranty, expressed or implied or otherwise, as to the quantity, cost or effectiveness of any product(s) provided or work(s) performed, including with respect to the Eligible Measures, by any Contractor or by

any Contractor's employees, subcontractors or suppliers.

4. You represent and warrant that you have not received, or will not apply to receive, incentives through any other energy efficiency and conservation and demand management program in Ontario related to any of the Eligible Measures to be installed under the HomeSealSaver Program.
5. You agree to keep, for at least two years, a copy of the records used by you to demonstrate your eligibility to participate in the HomeSealSaver Program.
6. You agree to participate in any follow up surveys, studies, audits, evaluations, or verifications conducted by the IESO or its Service Provider(s) in connection with the HomeSealSaver Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the HomeSealSaver Program, and upon receiving reasonable notice will provide to the IESO, reasonable access to your records and premises for such purposes.
7. You authorize,
 - a. the Contractor to enter your residence to:
 - i. Provide an estimate to install the Eligible Measures; and
 - ii. Install one or more Eligible Measures;
 - b. the IESO to:
 - i. If required, undertake, at a later date, an evaluation and verification of the installed Eligible Measure.
8. You acknowledge and agree that 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, demand savings or natural gas savings for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "Environmental Attributes") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO. The IESO shall be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner it determines. You further acknowledge and agree that the IESO may direct you to take such actions and do all such things necessary to certify, obtain, quantify, and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and

for the IESO. You shall comply with any such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO, acting reasonably, has approved such cost in writing prior to the cost being incurred by you. Notwithstanding the foregoing, you may market, report, and publish the environmental benefits and savings results associated with participation in the HomeSealSaver Program.

9. You acknowledge and understand that the IESO is not-for-profit corporation without share capital established under the Electricity Act, 1998. The Ontario Energy Board Act, 1998 and section 6 of the Electricity Act, 1998, gives the IESO the authority to collect, use and disclose personal information related to your participation in the HomeSealSaver Program. IESO complies with the privacy protection rules contained in Ontario's Freedom of Information and Protection of Privacy Act ("FIPPA").

The IESO (or its Service Provider on the IESO's behalf) may collect, use and disclose information about you in order to:

- a. confirm eligibility to participate in the HomeSealSaver Program;
- b. administer the HomeSealSaver Program;
- c. communicate with you;
- d. evaluate the impact of the HomeSealSaver Program; and
- e. develop and implement other energy-efficiency and conservation and demand management programs in Ontario.
 - i. Information about you from this program is primarily collected directly from you, by the IESO, such as during the application process for the HomeSealSaver Program. If you contact the HomeSealSaver Program phone line (at 1-888-852-3980), the IESO will collect the information you disclose so that it can respond to your questions or comments. The IESO may make an audio recording of your call for quality control purposes. Information collected may include: your name; address; contact information; utility and utility account numbers; availability of Wi-Fi; thermostat type; number, type and ownership of central air conditioning units; age of home; building type and condition; past participation, and potential future interest in, energy-efficiency and conservation and demand management programs. Some of this information may be considered personal information under FIPPA. The IESO will confirm that you are eligible to participate in the HomeSealSaver

Program.

- ii. To assess your eligibility to receive eligible energy-efficiency measures under the HomeSealSaver Program, the IESO may collect from the operators and/or administrators of other energy-efficiency and conservation and demand management programs in Ontario, including local distribution and gas companies, information about your participation in such programs. Similarly, the IESO may disclose information about your participation in the HomeSealSaver Program to these operators and/or administrators so that they can assess your eligibility to receive an incentive under their programs.
- iii. Following the installation of any Eligible Measures, the IESO may disclose to your utility companies that you are a participant in the HomeSealSaver Program and other limited information (e.g., your name, address, and utility account number) so that the utility company can provide the IESO with electricity and/or natural gas usage data directly to determine greenhouse gas reductions. However, the data that the IESO collects is “masked”, so that the IESO cannot attribute the usage directly back to your residence or tenants at the participating residence. The IESO may also follow up with you after the installation to get your views and opinions of the HomeSealSaver Program or to evaluate and/or audit the HomeSealSaver Program.
- iv. The IESO may also disclose information about you and your participation in the HomeSealSaver Program for regulatory or audit purposes or as otherwise permitted by law, including to the Ministry of Energy and the Ontario Energy Board (and their successor entities).
- v. Upon written request, the IESO will provide you with access to your personal information collected by the IESO (or on the IESO’s behalf) or the Service Provider and you will have an opportunity to request that the IESO update or correct your information. These rights are subject to FIPPA, and certain exemptions may apply such as when disclosure would reveal someone else’s personal information.
- vi. If you would like access, update, or correct personal information, or if you have any questions or concerns about IESO’s privacy practices, your personal information, or the administration of the FIPPA, you may contact IESO at:

Independent Electricity System Operator
Attention: Privacy Officer
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1
Phone: 416-969-6277
Fax: 416-969-6383
E-mail: privacy@ieso.ca

For information about IESO's general information practices, you may access IESO's privacy policy at www.ieso.ca/en/privacy.

10. You acknowledge and agree that:

- a. The IESO nor any of its officers, directors, or employees (collectively, the "Representatives"), will be liable for any injury, damage or loss to persons or property, including without limitation any direct, indirect, special or consequential damages arising from or connected or related to:
 - i. the supply, installation or use of the Eligible Measures, whether installed in accordance with the manufacturer's instructions or otherwise;
 - ii. the evaluation and verification of the HomeSealSaver Program; or
 - iii. any actions, omissions, negligence or misconduct by the IESO, the Representatives, or the Contractor or Service Provider, or their respective personnel or subcontractors who delivers, installs, implements, evaluates or verifies the Eligible Measures, and you hereby release IESO and the Representatives from and against any of the foregoing.
- b. Subject to the exceptions set out in this Section 10(b), the Service Provider will not be liable to the Participant for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise. Exceptions: the limitations to the Service Provider's liability described in the immediately preceding sentence will not apply to any action, claim or loss arising out of, related or attributable to:
 - i. property damage, or bodily or personal injury (up to and including death) caused or contributed to by the Service Provider, or its subcontractors or a Contractor; or

- ii. any negligent acts or omissions or willful misconduct in connection with the performance, purported performance or non-performance of any installation by the Service Provider, or its subcontractors or a Contractor.
11. You acknowledge and agree that the:
- a. your participation in the HomeSealSaver Program is based upon your own assessment of the program and the implications of installing or implementing the Eligible Measures at your residence;
 - b. the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any Eligible Measure implemented or installed pursuant to this Agreement, including any collection, use, disclosure or other processing of your information, and expressly disclaims any such representation, warranty or liability;
 - c. the energy cost savings and other benefits described in connection with the HomeSealSaver Program are based on estimates, actual results may differ; and
 - d. the Eligible Measures are intended for use only as directed and improper use may result in injury or damage. Except as specifically set forth or referenced in this Agreement, the IESO and Service Provider disclaims all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose as to the eligible energy efficiency measures supplied and/or installed in connection with the HomeSealSaver Program.
12. The Agreement will ensure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by you to another person except with the prior written consent of IESO, which consent may be unreasonably withheld or delayed.
13. Both you and IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance of their respective obligations hereunder.
14. All obligations of both you and the IESO which expressly or by their nature survive the completion of the installation of Eligible Measures under the HomeSealSaver Program shall continue in full force and effect subsequent to and notwithstanding such installation and until they are satisfied or by their nature expire.

15. This Agreement and its attachments set forth the entire agreement and understanding between you and IESO relating to the HomeSealSaver Program.
16. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. Participation in the HomeSealSaver Program is conditional upon receiving the following consents for the installation of Eligible Measures:
 - a. If you rent or lease your home, the landlord or property owner must provide their consent before the measures can be installed.
 - b. If you rent or lease your home, you acknowledge and understand that any central air conditioner or smart thermostats will become the property of the property owner.
 - c. You agree to sign a "Work Order", which will set out your agreement to the type and quantity of Eligible Measure(s) from the table below to be installed. The associated Participant Incentive(s) you will receive for each Eligible Measure installed is also set out in the table below, and will be described in your Work Order. The Contractor will provide a discount on the cost of services equivalent to the applicable Participant Incentive(s). All additional costs for services, equipment, and installation are as agreed between the Participant and the Contractor (i.e. the "Participant Contribution") in the Work Order.
 - d. You (or the property owner) consent to the Contractor removing and disposing of any existing equipment replaced by this installation.
 - e. The property owner agrees that they will not remove installed measure before the expected service life unless the equipment fails or is replaced by a more energy efficient measure.