

## Home Renovation Savings Program – Heat Pump Program Stream – Participant Agreement

References to “you” or “your” in this Participant Agreement are references to the “**Participant**”. The Independent Electricity System Operator (“**IESO**”) and Enbridge Gas Inc. (“**Enbridge**”, and together with the IESO, the “**Program Administrators**”) are jointly offering the residential Home Renovation Savings Program to provide financial incentives for the purchase and installation or implementation of certain energy efficiency measures to eligible participants in the Province of Ontario (“**Program**”). The Home Renovation Savings Program – Heat Pump Program Stream (the “**Program Stream**”) provides participants with financial incentives towards the purchase and installation of eligible heat pump measures within their residences, pursuant to the terms and conditions of this Participant Agreement. Additional requirements which govern your participation in the Program Stream are available at (the “**Program Stream Requirements**”), and are incorporated by reference into this Participant Agreement.

Capitalized terms that are used, but not defined in this Agreement, will have the meaning specified in Program Stream Requirements.

You agree as follows:

1. **Program Delivery Agent(s)**. The Program Administrators may subcontract any of their respective responsibilities under the Program to a third-party service provider(s) (the “**Program Delivery Agent**”).
2. **Eligibility**. Under the Program Stream, you may be eligible to receive a financial incentive (an “**Eligible Measure Rebate**”) towards the purchase and installation of certain heat pump measures described in the Program Stream Requirements (the “**Eligible Measures**”). To be eligible to participate in the Program Stream and receive an Eligible Measure Rebate: (i) you must meet the eligibility criteria specified in the Program Stream Requirements for participants, residences, projects, and measures; (ii) you must work with a heating, ventilation and air conditioning contractor that is designated as a participating contractor by the Program Administrators (“**HVAC Contractor**”); (iii) your HVAC Contractor must submit all documentation required in your pre-installation application, and if approved, your post-installation application (respectively, “**Pre-Installation Application**” and “**Post-Installation Application**”, and collectively, the “**Application**”); (iv) your Pre-Installation Application and Post-Installation Application must both be approved by the Program Administrators. You and your HVAC Contractor will receive a written notification if your Application is approved or denied at each stage of the Application process. Incomplete Applications, including a failure to comply with the Application process, may delay the processing of your Application or render your Application ineligible for participation in or payment under the Program Stream.
3. **Representations and Warranties**. Any false or misleading statement made by you or your HVAC Contractor with respect to your Application and eligibility to participate in the Program Stream may result in ineligibility to participate and receive an Eligible Measure Rebate. Your participation in the Program is based upon your own assessment of the Program Stream and the implications of purchasing and installing the Eligible Measures. You represent, warrant and covenant that:
  - a) To the best of your knowledge, you and your Application meet the eligibility criteria set out in the Program Stream Requirements (which for certainty, includes the Participant, residence, project, measure and HVAC Contractor eligibility requirements). You agree to keep a copy of the records used by you to demonstrate your eligibility to participate in the Program Stream for at least two years from the date of your Pre-Installation Application.
  - b) The information that you are providing to the Program Administrators, including as part of your Application, is true, accurate and complete.
  - c) You have all required rights, authority and capacity to enter into this Participant Agreement, purchase and install the Eligible Measures, and carry out all other obligations under this Participant Agreement.

- d) You have not previously entered into a binding commitment or agreement to purchase the Eligible Measures or services required to install the Eligible Measures.
  - e) You have not already received, are not expecting to receive and will not receive any federal, provincial, municipal and/or utility rebates and/or financial incentives that relate to the purchase and installation or implementation of the Eligible Measures. This includes, but is not limited to, any rebate or financial incentive from any other Enbridge, IESO Save on Energy, or Government of Ontario program, or any other federal, provincial, municipal, or utility program.
4. **Payment of Eligible Measure Rebate.** If your Application is approved and you are eligible to receive an Eligible Measure Rebate, the Program Administrators will, subject to the terms and conditions of this Participant Agreement, pay you an Eligible Measure Rebate for the purchase and installation of the Eligible Measures described in your Application. In addition to the other provisions of this Participant Agreement, you acknowledge and agree that payment of any Eligible Measure Rebate you may be eligible to receive is subject to, and conditional upon, the following terms and conditions:
- a) You are not guaranteed an Eligible Measure Rebate until you have received written approval of your Post-Installation Application from the Program Administrators.
  - b) Your HVAC Contractor must submit all required Application documentation in accordance with the timelines and requirements set out in the Program Stream Requirements.
  - c) The Eligible Measure Rebate you may be eligible to receive under the Program Stream will be calculated by the Program Administrators in accordance with the Eligible Rebates List set out in the Program Stream Requirements. This rebate will be payable to you following written approval of both your Pre-Installation and Post-Installation Applications by the Program Administrators in accordance with the Application process specified in the Program Stream Requirements.
  - d) You will not be eligible to receive an Eligible Measure Rebates in respect of any Eligible Measures not included in your Application.
5. **Maintenance of Installed Eligible Measures.** The installation of the Eligible Measures and the removal of any existing equipment, where necessary, must comply with all applicable legislation, regulations, and municipal requirements. You agree to maintain, or will cause to be maintained, the Eligible Measures installed through the Program Stream in good working order. Subject to you selling or otherwise transferring title to the residence where the Eligible Measure is installed, you must not sell, lease, assign, transfer, dispose, or damage the Eligible Measure that is installed in or on your premises during the effective useful life of the Eligible Measure. Any failure to comply with these obligations will be at your sole risk for any damage that may result including any damage to the Eligible Measure or your premises or injury to any person.
6. **Audit, Evaluation, Quality Control, Future Communications.** You agree to participate in any follow up surveys, studies, audits, reports, evaluations or verifications conducted by the Program Administrators (or the Program Delivery Agent on their behalf) in connection with the Program (including the Program Stream), including for the purpose of administration, compliance, monitoring and verification of this Participant Agreement or evaluation of the Program. The Program Administrators may undertake quality assurance and quality control activities in connection with your participation in the Program, including by collecting photographic evidence, conducting a physical or virtual inspection of the residence where the Eligible Measures are to be installed, collecting evidence of any payments for the supply and/or installation of the Eligible Measures, or requesting other information as may be reasonably required for quality assurance and quality control purposes, at the Program Administrators' sole discretion. You agree to permit physical or virtual inspections to be conducted by the Program Administrators in the residence where the Eligible Measures are to be installed, if the Participant is selected for a quality assurance and quality control review. Further, you consent to the Program Administrators contacting you directly, including by phone, email or other electronic communication, in connection with surveys, studies, audits

and reporting for the purposes of this Section 6.

7. **Canada's Anti-Spam Legislation (CASL).** By signing this Participant Agreement, you agree that you are providing your "express consent" (as that term is described in Canada's Anti-Spam Legislation (CASL) and its associated regulations) for the IESO and/or Enbridge (or the Program Delivery Agreement on their behalf, or your local electricity utility or distribution company on the IESO's behalf) to contact you for the purpose of receiving communications regarding the Program, other Save on Energy and Enbridge programming, events and ways to save on energy. You may withdraw your consent at any time or manage your subscription preferences through the unsubscribe mechanism included in these electronic communications. If you have any questions, you may also reach: (a) the IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1, by phone at 416-969-6277, or by email at [privacy@ieso.ca](mailto:privacy@ieso.ca); or (b) Enbridge at 500 Consumers Rd, North York ON, M2J 1P8 or by email: [privacy.office@enbridge.com](mailto:privacy.office@enbridge.com) (attention: Privacy Officer).
8. **Environmental Attributes.** 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, directly or indirectly, arising as a result of, relating to or in connection with the electricity savings, demand savings or natural gas savings from the Eligible Measures that have been installed under the Program Stream, 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 to, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the electricity savings and demand savings) or Enbridge (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the natural gas savings). The Program Administrators will be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner the relevant Program Administrator determines. You further acknowledge and agree that the relevant Program Administrator 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 Program Administrator. You shall comply with any such directions and will be entitled to reimbursement of the cost of complying with such direction, provided that the relevant Program Administrator, acting reasonably, has approved such cost in writing prior to the cost being incurred by you.
9. **Privacy.** During your participation in the Program, the Program Administrators (or the Program Delivery Agent on their behalf) may collect, use, disclose and otherwise handle information you provide (either directly or indirectly through your HVAC Contractor), which may include personal information, such as your name, address, telephone number, email address, and records showing your past and current energy usage and consumption (collectively, "**Participant Information**"). For certainty, Participant Information may be collected if you contact the Program Call Centre.
  - a) Personal information is collected, used, disclosed, and otherwise handled by Enbridge in accordance with its Privacy Statement, which can be found at <https://www.enbridgegas.com/privacy-policy>.
  - b) Personal information under the Program is collected, used, disclosed and otherwise handled by the IESO pursuant to its authority under the *Ontario Energy Board Act, 1998* and section 6 of the *Electricity Act, 1998*. The IESO complies with the privacy protection requirements specified in Ontario's *Freedom of Information and Protection of Privacy Act*. If you have any questions about the IESO's collection, use or disclosure of your Participant Information, please see the IESO's Privacy Policy at [www.ieso.ca/en/privacy](http://www.ieso.ca/en/privacy) or contact: by mail at Independent Electricity System Operator, Attention: Privacy Officer 120 Adelaide Street West, Suite 1600, Toronto, ON M5H 1T1; by phone at 416-969-6277; or by email at [privacy@ieso.ca](mailto:privacy@ieso.ca).
  - c) Upon written request, the Program Administrators will provide you with access to your Participant

Information and you will have an opportunity to request that information be updated or corrected.

10. **Processing and Handling of Participant Information.** You acknowledge, understand and agree that by submitting an Application and confirming your acceptance of the terms of this Participant Agreement, whether or not your Application is approved for an Eligible Measure Rebate by the Program Administrators, you consent to the Program Administrators (or the Program Delivery Agent on their behalf) collecting, using, disclosing and otherwise handling your Participant Information as follows:
- a) To offer and administer the Program (including the Program Stream), which includes designing, promoting, operating, measuring, verifying, auditing, reporting, assessing compliance and evaluating the Program and confirming your eligibility to participate in the Program, including the Program Stream;
  - b) To communicate with you;
  - c) To develop, deliver and administer other energy conservation and demand-side management programs or offers in Ontario (independently, jointly, or with other local utility and distribution companies);
  - d) The IESO sharing Participant Information with and receiving information from your local electricity utility or distribution company, as required for the purpose of administering and assessing the Program (which includes marketing and outreach activities) and/or other IESO Save on Energy programs.
  - e) As may be required by the Minister of Energy and Electrification, Ontario Energy Board, Ontario Commissioner of the Environment, Natural Resources Canada, or Government of Ontario (and their respective successor entities).

For certainty, your Participant Information may be shared between the Program Administrators, their respective Program Delivery Agent(s), your local electricity distribution company or utility, and third parties who have a need to know this information for the purposes set out in this Section 10.

11. **Disclaimer, No Liability, Release.**

- a) The energy cost savings and other benefits described in connection with the Program Stream are based on estimates, and actual results may differ. The Program Administrators make no representation, warranty, endorsement, or recommendation of any kind with regard to the Program Stream. The Program Administrators also do not guarantee any energy cost savings or other benefits arising from the Program Stream. Neither Enbridge, IESO, or their respective employees, officers, or directors, (collectively, the "Program Administrator Representatives") will be liable for any loss, damage, 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, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith in any nature or kind whatsoever arising from 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 interruption of power or natural gas service to any equipment to which the Eligible Measures are connected; and (iii) the Program Stream, or any matters related to this Participant Agreement, including, without limitation, any acts or omissions of any Program Administrator or Program Administrator Representative. You hereby release the IESO, Enbridge, and the Program Administrator Representatives from, and against any and all of the foregoing.
- b) 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 Participant Agreement, the Program Administrators disclaim all representations, warranties and conditions, express, implied,

statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, performance, workmanship, safety, legal compliance, fitness for a particular purpose or any other aspect of any Eligible Measures installed or implemented pursuant to this Participant Agreement and in connection with the Program Stream. You acknowledge and agree that you bear the entire risk of liability, loss, damages, costs and expenses which you suffer, sustain or incur as a result of participating in the Program Stream and purchasing, installing and using any Eligible Measures.

12. **Termination.** The Program Administrators may terminate your participation in the Program and eligibility to receive any Eligible Measure Rebates at any time, for any reason and without liability upon notice to you via email, including if you do not comply with the terms of this Participant Agreement or applicable law, or the Program Administrators declare your Application to be ineligible for the Program Stream. The termination of your participation in the Program Stream will not affect any payment or other obligations you may have under your agreement with your HVAC Contractor in respect of any measures that are purchased, installed or implemented.

13. **General Terms and Conditions.**

- a) The Participant Agreement will enure to the benefit of and be binding upon the Participant, the Program Administrators and their respective heirs, representatives, successors and permitted assigns. This Participant Agreement may not be assigned by you to another person except with the prior written consent of the Program Administrators, which consent may be unreasonably withheld or delayed.
- b) This Participant 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 parties will comply, in all material respects, with all laws and regulations required to be complied with in the performance of their respective obligations hereunder.
- c) All obligations of the parties, which expressly or by their nature survive the completion of the installation or implementation of Eligible Measures under the Program, or termination of this Participant Agreement, shall continue in full force and effect following such installation or implementation, or termination, and until they are satisfied or by their nature expire.
- d) This Participant Agreement represents the entire agreement and understanding between you and the Program Administrators relating to the Program Stream.

14. **Electronic Signature.** The use of an electronic signature process to accept and sign this Participant Agreement, including your indication of acceptance of this Participant Agreement by a click-through or click-wrap process, shall constitute effective execution and delivery of this Participant Agreement, and shall form a binding contract between you and the Program Administrators. By signing this Participant Agreement, you acknowledge and agree that you have read, understand, and agree to the terms and conditions of this Participant Agreement; and your acceptance of this Participant Agreement in accordance with this Section 14 does not guarantee that you are eligible to participate in the Program. This Participant Agreement will be accepted by the Program Administrators when the Participant's pre-installation Application has been approved in accordance with the Application process specified in the Program Stream Requirements.

I have read and understood this Participant Agreement and certify that the information I have provided is true and correct.