

HOMEENERGYSAVER PROGRAM PARTICIPANT AGREEMENT

References to “you” or “your” in this Agreement are references to the “**Participant**”. Capitalized terms that are used, but not defined in this Agreement, will have the meaning given to them in the Program Requirements.

This participant agreement between you and the Independent Electricity System Operator (“**IESO**”) (the “**Agreement**”) governs your participation in the Save on Energy HomeEnergySaver Program (the “**Program**”).

The Program is offered and funded by the IESO and provides financial incentives for the installation or implementation of eligible energy efficiency measures, such as a Cold Climate Air Source Heat Pump (ccASHP), Ground Source Heat Pump (GSHP), and smart thermostat with the installation of a Heat Pump (each an “**Eligible Measure**”), within electrically-heated homes, as further described in this Agreement.

You have applied for Eligible Measure Rebates in respect of Eligible Costs for Eligible Measures pursuant to the Pre-Approval submitted to the IESO under the Program in accordance with the Program Requirements. In consideration of the installation or implementation 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. By applying to participate in the Program, you agree to comply with and be bound by this Agreement, even if your Application is not accepted by the IESO. If your Application is accepted by the IESO, you will receive a written notice of such acceptance from the Program Delivery Agent on behalf of the IESO. In the event your Application is not accepted, you will be notified of such rejection by the Program Delivery Agent.
2. You represent, warrant and covenant that:
 - a. Your Application meets the eligibility criteria set out in the Program Requirements.
 - b. All information in your Application, including any supporting documentation submitted as part of your Application is true, accurate and complete.
 - c. You have all required rights, authority and capacity to enter into this Agreement, implement the Project, and carry out all other obligations under this Agreement.
 - d. You have not previously entered into a binding commitment to purchase the Eligible Measures or services required to install the Eligible Measures.

- e. Unless otherwise disclosed to the IESO, your Project has not received, is not receiving and will not receive any (i) financial incentives generally funded by a Governmental Authority, whether administered by the IESO, a local electricity or gas distributor or any other party, or (ii) rebates from manufacturers or wholesalers or other supply chain participants.
 - f. You will comply with all of the terms and conditions of this Agreement.
- 3. The IESO may subcontract any of its responsibilities under the Program to one or more Program Delivery Agents.
- 4. 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 provided or work performed, including with respect to the Eligible Measures, by any residential HVAC Contractor retained by you, or by any of the HVAC Contractor's employees, subcontractors or suppliers. For the avoidance of any doubt, the HVAC Contractor is separate from and not affiliated with the Program Delivery Agent or any of the Program Operators.
- 5. The IESO will, subject to the terms and conditions of this Agreement, pay to the Participant one or more Eligible Measure Rebates for the installation and implementation of Eligible Measures under the Project described in your Application and approved by the IESO in a Pre-Approval. In addition to the other provisions of this Agreement, you acknowledge and agree that the payment of Eligible Measure Rebates is subject to, and conditional upon, the following terms and conditions:
 - a. you will implement the Project described in the Application by no later than December 31, 2025, unless otherwise approved in writing by the IESO, in its sole discretion. For certainty, any extension to the Project's project completion date beyond December 31, 2025 that is not expressly consented to in writing by the IESO shall be null and void and of no force or effect;
 - b. you will submit Post-Installation documentation for the Project in accordance with the timelines and requirements set out in the Program Requirements;
 - c. the total amount of incentives that may be payable to you under the Program will be calculated by the IESO in accordance with the Eligible Measure Rebate amounts set out in the Eligible Measures List and paid to you following approval of your Post-Installation submission; and
 - d. the IESO will not pay, and you will not be entitled to, any Eligible Measure Rebates in respect of Eligible Measures not included in the Application.
- 6. You agree to:
 - a. take all necessary steps to have any equipment that was removed or replaced as part of your Project disposed of or decommissioned in accordance with appropriate disposal

- or decommissioning processes, applicable laws and regulations, and in accordance with commercially reasonable environmental practices; and
- b. provide evidence, upon request by the IESO, of such disposal or decommissioning activities through appropriate disposal certificates, or similar or other documentation as may be acceptable to the IESO, in its sole discretion.
7. Subject to the subsequent failure of Eligible Measures that are installed as part of your Project, or the replacement of such Eligible Measures with more energy efficient measures, you agree to maintain, or will cause to be maintained, all of the Eligible Measures installed or implemented through your Project, in good working order and will operate and maintain, or will cause to be operated and maintained, such Eligible Measures without any modification for the duration of their expected life, starting on the first day of the month immediately following the month in which the IESO pays the Eligible Measure Rebate(s).
8. 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 Program.
9. You agree to participate in any follow up surveys, studies, audits, evaluations, or verifications conducted by the IESO, its Program Delivery Agent(s), or its other service providers (collectively, the “**Program Operators**”) in connection with the Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Program, and to provide the Program Operators with reasonable access to your records and the Eligible Home for such purposes. The Program Operators 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 Eligible Home where the Eligible Measures are to be installed, collecting evidence of Eligible Costs and 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 IESO’s sole discretion. You agree to permit physical or virtual inspections to be conducted by the Program Operators in the Eligible Home 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 Operators 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 9.
10. By signing this 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 to contact you at the email address identified in your application for the purpose of receiving electronic communications regarding the IESO’s Save on Energy programs, events and ways to save on energy. You may withdraw your consent at any time

or manage your subscription preferences [here](#). If you have any questions, you may also reach the IESO at: 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or 905-403-6900.

11. 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 Program.
12. You acknowledge, understand and agree that by confirming your acceptance of the terms of this Agreement:
 - a. You consent to the collection, use, disclosure and other handling of any information you provide to the Program Operators, which may include personal information and records showing past and current energy usage (the “**Participant Information**”), by the Program Operators. The Program Operators may collect, use and disclose Participant Information for purposes relating to the operation, administration, compliance or assessment of the Program or other Save on Energy programs, including for dispute resolution, and in connection with any reporting activities, follow-up surveys, studies and audits relating to the Program, which shall include, without limitation:
 - i. sharing of Participant Information among the Program Operators and/or the IESO to: confirm your eligibility to participate in the Program; administer the Program; communicate with you; evaluate the impact of the Program; and develop and implement other energy-efficiency and conservation and demand management programs in Ontario;

- ii. use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of surveys, and to modify the Program based on such surveys; and
 - iii. disclosure to the Ontario Energy Board, the Ontario Ministry of Energy & Electrification, or the Ontario Commissioner of the Environment, or their respective successors.
- b. You consent to the disclosure by the IESO of Participant Information to your local electricity distribution company and to the IESO receiving information about you that is collected by your local electricity distribution company, required for the purpose of:
 - i. administering and assessing the Program and/or other Save on Energy programs; and
 - ii. determining your eligibility to receive Eligible Measure Rebates under this Program by ensuring that you meet the eligibility requirements set out in the Program Requirements and do not receive more than one financial incentive funded by the IESO for the same Eligible Measure.
- c. You acknowledge that the IESO is a 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 Program. To the extent that any of your personal information is collected, IESO complies with the privacy protection rules contained in Ontario's Freedom of Information and Protection of Privacy Act ("**FIPPA**").
- d. Information about you under this Program is primarily collected directly from you, by the IESO or its Program Delivery Agent(s), such as during the application process for the Program. If you contact the Program via telephone at 1-888-795-3352, 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 air conditioning units and electric resistance heating system; 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 Program.
- e. Following the installation of any Eligible Measures, the IESO may disclose to your

electricity distribution company that you are a participant in the Program and other limited information (e.g., your name, address, and utility account number) so that they can provide the IESO with electricity 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 the Eligible Home. The IESO may also follow up with you after the installation to get your views and opinions of the Program or to evaluate and/or audit the Program.

- f. The IESO may also disclose information about you and your participation in the Program for regulatory or audit purposes or as otherwise permitted by law, including to the Ministry of Energy & Electrification, and the Ontario Energy Board (and their respective successors).
- g. Upon written request, the IESO will provide you with access to your personal information collected by the IESO (or on the IESO’s behalf) 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.
- h. If you would like to access, update, or correct your personal information, or if you have any questions or concerns about IESO’s privacy practices or your personal information, 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
E-mail: privacy@ieso.ca

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

- 13. You acknowledge and agree that the IESO and any of its officers, directors, or employees (collectively, the “**Representatives**”), will not 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:
 - a. the supply, installation or use of the Eligible Measures, whether installed in accordance with the manufacturer’s instructions or otherwise;

- b. the evaluation and verification of the Program; or
- c. any acts, omissions, negligence or misconduct by the IESO, its Representatives, the Program Delivery Agent(s), the HVAC Contractor, or any of their respective personnel or subcontractors who deliver, install, implement, evaluate or verify the installation or implementation of Eligible Measures, and you hereby release IESO and the Representatives from and against any of the foregoing.

14. You acknowledge and agree that:

- a. your participation in the Program is based upon your own assessment of the Program and the implications of installing or implementing the Eligible Measures at the Eligible Home;
- b. the IESO makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or any 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 Program are based on estimates, and 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 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 of the Eligible Measures installed or implemented in connection with the Program.

15. The IESO may terminate your participation in the Program and eligibility to receive any Eligible Measure Rebates at any time and without liability upon notice to you via email or if (a) you do not comply with the terms of this Agreement, or applicable law, or (b) the IESO declares your Application to be ineligible for the Program. If you are enrolled in or subsequently enroll in an energy efficiency and conservation and demand management program that provides incentives that overlap with the incentives made available pursuant to the Program, the IESO may terminate your participation in the Program without liability and without notice. The termination of your participation in the Program will not affect any payment or other obligations under your agreement with your HVAC Contractor in respect of any measures that are

purchased, installed or implemented.

16. The Agreement will enure 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.
17. Both 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.
18. All obligations of both 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 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.
19. This Agreement represents the entire agreement and understanding between you and IESO relating to the Program.
20. 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.
21. The use of an electronic signature process to accept and sign this Agreement, including your indication of acceptance of this Agreement by a click-through or click-wrap process, shall constitute effective execution and delivery of this Agreement, and shall form a binding contract between you and the IESO.
22. By signing this Agreement, you acknowledge and agree that you have read, understand, and agree to the terms and conditions of this Agreement; and your acceptance of this Agreement in accordance with Section 21 does not guarantee that you are eligible to participate in the Program.

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

Participant Legal Name:

Participant Email Address:

Date:

Signature: