



PLEASE CHECK WHICH APPLIES

RESIDENT NAME / ACCOUNT

(if this account has multiple

authorized signers, all must sign)

Enrollment Centre PO Box 95530 RPO Newmarket CTR Newmarket, ON. L3Y 8J8

Owner

toll free: 1.866.681.9465 fax: 905-952-3479 billing@wysemeter.com

Renter

INDIVIDUAL ELECTRICITY BILLING ENROLLMENT FORM: RESIDENT

In order to set-up your account with Wyse Meter ("Wyse"), please complete all applicable fields, sign and date this form. Once complete you can either fax it to 905-952-3479, e-mail it to billing@wysemeter.com or mail it to: Wyse Enrollment Centre, PO Box 95530 RPO Newmarket CTR. Newmarket, ON. L3Y 8J8

Rental or Condo

If Condo; Are you the

Is this building a;

HOLDER		LAST		FIRST		
ADDRESS (of electrical Service)		Unit #, at				
BILLING Ad	ldress from above)					
PHONE & EMAIL		Home		Work		
		Cell		Email		
SCHEDULE OF FEE'S NOTE: Security Deposit and Account Setup Fee To be included in your first bill		One Time Account setup Fee: \$50.00 Security Deposit: \$150.00 or \$75.00 if you sign up for the pre-authorization plan outlined below Disconnection/Reconnection Fee (each): \$65.00 during business hours/\$185 after hours Monthly Account Fee (incl. billing, admin, meter reading, web access to data etc.): LDC rates/suite Late Payment Fee: 1.5% of outstanding balance. NSF Fee: \$25 for the 1st occurrence, \$50 each subsequent				
A purpos applica	executed by the Resident nar ses by Wyse. The information able Ontario Energy Board C	oformation Protection and Electronic Domed above, such Resident hereby conson is processed and stored with approcessed and Rules, associated policies, s	sents to the collection, opriate confidentiality lestandards and procedu	use and disclosure for billivels as per Wyse's Priva res.	ng, collectio cy Policy. C	on, auditing, and other necessary Our billing practices comply with
		sary connections to supply electricity to the unit identified above. I understand that by submitting for individual electricity billing. By signing below, I acknowledge my responsibility for paying the will result in disconnection of services.				RESIDENT MOVE-IN DATE
I confirm that the information I have provide must sign below.		ded above and below is true and complete. If this account has multiple authorized signers, all			gners, all	
RESIDENT'S SIGNATURE		DATE				
equipment, such as a ventil certificate or letter signed b		life of a loved one residing with you at the address of electrical service shown above, depends on electrically-powered medical illator or kidney dialysis machine, please let us know as soon as possible by: 1) signing below; and 2) forwarding a medical by your physician to the Wyse Enrollment Centre (address listed above). Please also ensure that you always have a sufficient y available as we cannot guarantee an uninterrupted supply of electricity. Signed:				
LIFE-SAV REQUIRE MENTS			n uninterrupted supply o	of electricity.	isure that yo	ou always nave a sufficient
	MY Life-Saving Equipmen		n uninterrupted supply o	of electricity.	,	,
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DATE



WYSE METER

Enrollment Centre
PO Box 95530 RPO Newmarket CTR
Newmarket. ON. L3Y 8J8

toll free: 1.866.681.9465 fax: 905-952-3479 billing@wysemeter.com

ELECTRICITY SERVICES CONTRACT

This is the Electricity Services Contract ("Contract") between Wyse Meter ("Wyse") and the resident(s) signing the first page ("Resident"). It sets forth the terms and conditions under which Wyse will provide the Resident with services related to electricity smart sub-metering.

This Contract is effective only upon execution by the Resident. By signing the first page, the Resident agrees to the terms of this Contract. Any executed copy of this Contract made by reliable means (e.g., photocopy or facsimile) is considered an original.

Background

Wyse is the exclusive electricity sub-meter service provider for the building in which the Resident's unit is located. The Resident wishes to engage Wyse to provide metering, billing and related electricity services to the Resident's unit as set out on the signature page hereto (the "Unit") pursuant to the provisions of this Contract.

1. Agreement

- (a) In consideration of the Resident's payment of the Account Setup Fee, the Security Deposit if applicable, plus other fees and charges as shown on the Schedule of Fees set out on the first page, and the Resident's pledge to pay in full and in a timely manner all amounts duly billed and owing to Wyse for its services, Wyse agrees to provide individually-metered electricity services to the Resident, including but not limited to meter reading, billing and collection services on the terms and conditions of this Contract.
- (b) This Contract (including Wyse's Conditions of Service, as published from time to time, a copy of which is maintained in the building manager's office and is available on www.wysemeter.com) constitutes the entire agreement between the Resident and Wyse with respect to the subject matter of this Contract and supersedes all previous communications, representations and arrangements, whether written or oral.

2. Contract of Service

- (a) The Resident hereby contracts with Wyse for the provision of individual electricity metering, meter reading, billing and collection services to the Unit (the "Services").
- (b) The Resident acknowledges that Wyse is its sole provider of the Services to the Unit.
- (c) In order to set up an account for the provision of Services to the Unit, the Resident has entered into this Contract with Wyse and agrees to be responsible for and to pay all costs and expenses relating to the supply of electricity to the Unit.
- (d) All distribution rates are regulated and are set and approved by the Ontario Energy Board. The cost of power depends on customer category and may vary.
- (e) The Resident will pay (or will cause to be paid) all fees and charges for electricity services plus applicable taxes in accordance with Wyse's monthly invoices. Manner of payment will be specified on each invoice (Pre-Authorized Payment, direct banking, or by cheque made payable to Wyse Meter). Wyse shall deliver the monthly invoice to the Billing Address as set out in Individual Billing Enrollment Form: Resident, submitted by the Resident to Wyse.
- (f) Late payments will be subject to a late payment surcharge of 1.5% per month or 19.56% per annum (on outstanding balance) and, at the option of Wyse, the Resident will be responsible for any collection costs incurred by Wyse.
- (g) The Resident agrees to be subject to Wyse's Security Deposit policy, which can be found in Wyse's Conditions of Service.
- (h) The Resident acknowledges and agrees that they will be charged for electricity consumption based on rates associated with the master electrical meter for the building in which the Unit is located.
- (i) The Resident agrees to abide by Wyse's Conditions of Service in effect and as amended by Wyse from time to time.
- (j) The obligations of Wyse are subject to force majeure, e.g. disruption of services due to strike, lock-out, labour disruption, operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of Wyse.
- (k) If there is a disruption in the supply of electricity (as provided in the Ontario Energy Board's Distribution System Code), Wyse will not be liable under any circumstances for any damages or loss whatsoever, including but not limited to any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
- (I) The Resident acknowledges that all equipment relating to smart metering located in the Unit are not in any way his / her property.
- (m) In the event that the Resident desires to sell or otherwise dispose of his/her interest in the Unit, the Resident shall cause the prospective purchaser, as a condition of its purchase of the Unit, to enter into an Electricity Services Contract and to provide all related documents, each in Wyse's then standard form.
- (n) In the event that the Resident desires to lease or sub-lease the Unit, the Resident shall cause the prospective lessee or sub-lessee, as a condition of its lease or sub-lease, to enter into an Electricity Services Contract and to provide all related documents, each in Wyse's then standard form, and the Resident acknowledges and agrees that he/she shall remain liable for all its obligations to Wyse under this Contract until terminated in accordance with its terms.
- (o) The Resident hereby consents to the disclosure by its landlord, building manager, condominium developer or condominium corporation, as applicable, to Wyse of his/her personal information and the collection and use by Wyse of his/her personal information. The Resident further consents to the disclosure by Wyse of his/her personal information to the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable, its third party billing and settlement companies and Wyse's current and potential lenders, investors, assignees and purchasers of contracts or payments (a "Purchaser"). The Resident agrees that Wyse and its Purchasers may perform credit reference checks and that the personal information provided to Wyse or such Purchaser or which Wyse or its Purchaser requests/obtains as a result of the credit reference check is confidential and will be handled in accordance with Wyse's privacy policy, a copy of which is available on Wyse's website at www.wysemeter.com, or such Purchaser's privacy policy, as applicable.
- (p) The Resident agrees that Wyse may subcontract its obligations to the Resident under this Contract to qualified third parties. In addition, the Resident agrees that Wyse may assign this Contract to third parties without the consent of the Resident on the understanding that any such assignees shall agree to be responsible for the obligations of Wyse to the Resident under this Contract. In the event of any such assignment by Wyse, the Resident agrees to make all payments to such third parties upon notice from Wyse or the applicable assignee.
- (q) One party will notify the other party in writing, where notice of anything is required by this Contract. All such notices will be sent to the intended recipient at the address stated on the signing page of this Contract, or to such other address as the recipient may from time to time specify by notice in writing, by sending the same by pre-paid postage, personal delivery, facsimile or email. If sent by post, the notice will be deemed to be delivered forty-eight (48) hours after posting. If sent by personal delivery, the notice will be deemed to be delivered upon receipt by the addressee. If delivered by fax or email, the notice will be deemed to be delivered at 9 a.m. on the next business day.
- (r) This Contract shall terminate automatically upon the earlier of the termination of the Sub-metering Services Agreement between Wyse and the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable, or, if the Resident is not the owner of the Unit, the termination of the Resident's tenancy with respect to the Unit. Upon termination, the Resident shall be required to pay to Wyse all amounts outstanding to Wyse in consideration of the Services up to the date of termination.

^{**} Notification of change or revocation of the PAP authority granted herein must be received at least 30 business days before the next debit is scheduled at Wyse's address above. You may obtain a sample cancellation form or more information on your right to cancel a PAP Agreement at your financial institution or by visiting www.cdnpay.ca. Wyse may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to you. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAP Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.