--To: MyRate Energy ("MyRate") and the Local Gas and/or Electricity Distribution Company (or Companies) ("Utility") for the Service Address

1. Appointment of Agent: I hereby appoint MyRate (Licensed by the Ontario Energy Board under license numbers GM-2023-0206 and ER-2023-0205) to be my sole and exclusive natural gas ("Gas") and/or electricity ("Electricity") supplier and agent for all purposes related to the arrangement of transportation, storage (only for Gas), delivery and billing of Gas and/or Electricity to the Service Address on this agreement ("Appointment of Agent"). My Utility and all other related third parties are entitled to rely upon all actions taken, or documents signed, by MyRate in connection with this Appointment of Agent as though I had taken such action or signed such document myself including, without limitation, the negotiation, implementation, operation, performance, amendment and termination of any Gas and/or Electricity supply, transportation (where not done by my Utility), billing and delivery arrangements. As needed, I approve the transfer from my current Gas and/or Electricity supplier to MyRate. This Appointment of Agent shall be effective from the date I enter into the Agreement and shall continue until the last day of the term of this agreement including any renewals or extensions as agreed upon from time to time as provided for in the Terms and Conditions below. Together the Agreement Confirmation Letter, Terms and Conditions, Disclosure Statements, and Price Comparison Forms, if applicable, form the complete "Agreement".

2. Direction and Exchange of Personal Information: I direct MyRate to enter into arrangements on behalf of me with my Utility. In addition, I authorize and direct my Utility and any related third party to release to MyRate all information in such person's possession and control relating to me and the supply and delivery of Gas and/or Electricity to the Service Address including, but not limited to, customer usage information, customer usage history, as well as any related credit and payment history.

3. Billing: I acknowledge that my Utility will bill me for the Gas and/or Electricity delivered to the Service Address at MyRate's Gas and/or Electricity price (as described below) and for certain Utility related charges such as transportation and delivery, regulatory charges, debt retirement charges, the Global Adjustment (charge or credit) and any other fees, charges or taxes relating to the delivery of Gas and/or Electricity delivered to the Service Address and that the type and frequency of such billing will be in accordance with its Utility's billing practice and its Utility's usual billing cycle. I further acknowledge that, at some point during the term of the Agreement, MyRate may choose to bill me directly for all costs associated with the supply and delivery of Gas and/or Electricity to the Service Address, provided that I will not have to pay any additional fees or costs as a result of MyRate billing me directly above and beyond the fees and costs mentioned herein. In the event that MyRate bills me directly, MyRate's billing terms will be as follows: MyRate shall invoice me monthly for all amounts due to MyRate pursuant to the Agreement for the applicable billing period. I shall pay to MyRate in full any amounts owing by the due date indicated on the invoice. If I fail to pay on time, I shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. MyRate or my Utility is entitled to revise any bill if necessary to account for any reassessment by my Utility. My Utility will determine the amount of Gas and/or Electricity that is delivered to Service Address and may do so by periodic meter reading, estimation, or allocation and MyRate will be entitled to charge based on this information. I shall be responsible for all costs that relate to any failure to pay, including charges for dishonoured cheques, and all legal and collection costs. MyRate shall be entitled to revise any bill after it is rendered, regardless of payment by me, to account for any reassessment made by MyRate or by its Utility.

4. Authority to bind: I have the authority to enter into an Agreement for the supply of Gas and/or Electricity to the Service Address. I also have the authority to appoint MyRate as my agent to arrange for such Gas and/or Electricity supply, transportation and delivery. I agree to keep the payment of my Gas and/or Electricity account with my Utility up-to-date, to pay such accounts when due and to be bound by and responsible for the arrangements made by MyRate as Agent on my behalf. I understand that the Agreement will take full force and effect upon the satisfaction of each of the following conditions: (i) MyRate's approval in its sole discretion of my Agreement and (ii) My Utility's acceptance of the enrollment submitted by MyRate. No amendments made to this Agreement will be accepted without a written or voice recorded approval of MyRate.

TERMS AND CONDITIONS

1. Supply: I agree to honour all the arrangements made by MyRate and my Utility on my behalf for the supply, billing, transportation, and delivery of Gas and/or Electricity to the Service Address set out on this Agreement. My Utility will deliver the Gas and/or Electricity in accordance with its practices, and MyRate makes no warranty, representation or guarantee with respect to the Gas and/or Electricity delivered by my Utility. The date that MyRate commences supplying Gas and/or Electricity at the Service Address (the "Gas and/or Electricity Flow Date") is expected to occur between thirty (30) and up to two hundred (200) days from the date that I enter into the Agreement. I agree that the Flow Date may be extended up to one (1) year from the date that I enter into the Agreement, at MyRate's sole discretion. I understand that should MyRate be unable to make Gas and/or Electricity supply arrangements to provide Gas and/or Electricity to my Service Address for any reason, MyRate will not be held liable for any damages or losses suffered by me for any reason whatsoever. The following are examples of some

circumstances (and not a complete list) where a delay in Flow Date for the supply of Gas and/or Electricity to the Service Address from MyRate may occur: (i) a delay in meter reading from my local Utility; (ii) if my account is in arrears; (iii) if I request a start date that is greater than one hundred and twenty (120) days from the date that I enter into this Agreement; (iv) changes in Utility practices which are not under the control of MyRate.

2. Electricity Agreement Price: I agree to pay the "Electricity Agreement Price" which is made up of all or any of the following: The Commodity Price of the Electricity as selected on the Agreement; plus any administration and regulatory fees charged to Myrate either by my Utility, the government or any regulatory agency (which may be subject to change); any other associated utility vendor fees; and the Pool Balancing Adjustment which may be a credit or a charge (not to exceed 1 cent per kWh for the total volume over the Term of the Agreement). The Pool Balancing Adjustment is the cost or credit that Myrate incurs to balance the supply arrangements MyRate has entered into for the purpose of supplying the forecasted requirements of its existing and prospective customers. I also agree to pay the following charges (if any) which are not part of the Electricity Agreement Price: the Global Adjustment Charge (which may be a credit or a charge, changes monthly, and is set by the Independent Electricity System Operator and not by MyRate); regulated transmission, distribution/delivery, transportation, debt retirement charges, utility-related charges, congestion and service charges (including any changes in the allocation of any of the above as a result of regulatory changes including the implementation of locational marginal pricing); any amounts charged or approved by the Ontario Energy Board ("OEB"), the Ontario Power Authority, the Government of Ontario or any other similar governmental entity or regulatory body; all applicable federal, provincial, and municipal taxes including Harmonized Sales Tax (HST); and late payment fees and Liquidated Damages as set out in Section 8 of this Agreement as applicable. I acknowledge that I am entering into this Agreement with MyRate and that MyRate is not my regulated Utility and that the Electricity Agreement Price is not regulated by the OEB or the government. I understand that I may be subject to a one-time credit or charge known as the Final Variance or RPP Settlement. This credit or charge will appear on my Utility bill.

3. **Gas Price:** I agree that the price of the Gas shall be as stated on the Agreement. The price does not include regulated transportation, distribution, or other charges that will be billed by my local Gas utility. I agree that I may be charged the price plus: (i) any charges, including delivery, that may be charged by my Utility, (ii) any transportation and other charges that may be charged by MyRate; (iii) any administrative fees that may be charged to MyRate by my Utility; (iv) regulatory fees; and (v) all applicable taxes including HST, late payment fees and liquidated damages as applicable.

4. Term: Subject to the termination rights contained in this Agreement, the term of this Agreement commences on the Gas and/or Electricity Flow Date and continues until either: (i) the last day of the Term of the Agreement, (ii) the end of any applicable renewal periods, as set out in the renewal package; or (iii) the last day of the Blend & Extend Program term, if I exercise the Blend and Extend option, under Section 7 hereof, plus any time required to obtain the final meter read. MyRate may renew or extend this Agreement by delivering a written renewal or extension package to the Service Address (or Mailing Address, if applicable) provided on the Agreement no earlier than one hundred and twenty (120) days and no later than sixty (60) days before the end of the term of the Agreement. The renewal or extension package will comply with all applicable legislation and regulatory requirements. For both Gas and/or Electricity supply as selected on this Agreement, MyRate will renew or extend this Agreement if I advise MyRate that I agree to the renewal or extension option selected from the package provided to me. However, for Gas supply only, MyRate may automatically renew or extend the customer's Gas supply for a term of up to one (1) year at the Gas Price stated on the Agreement if I do not advise MyRate of my decision to either (1) renew or extend the Agreement or (2) decline MyRate's renewal or extension offer and provided that this Agreement has not previously been automatically renewed or extended. If my Gas Agreement is automatically renewed or extended, either I or MyRate can provide notification to the other to cancel the Gas supply without cost or penalty by providing notification via written correspondence, email, or recorded telephone call.

5. Change of Information or Service Address: If I plan to move to another location, I will notify MyRate of my new Service Address at least thirty (30) days in advance of the anticipated relocation date. Upon receipt of such notice, MyRate will use its best efforts to continue the program contemplated by this Agreement for the remainder of the term of this Agreement at the new Service Address. My Utility may provide to MyRate a notification of a change of address within my Utility's franchise area and when MyRate receives such notice it will use its best efforts to continue the program contemplated by this Agreement for the remainder of the term of this Agreement at the new Service Address. Otherwise, this Agreement shall be automatically cancelled without penalty. Should I wish to cancel this Agreement as a result of a permanent move to a new location, I may do so without penalty by providing notice to MyRate (via written correspondence, email, or recorded telephone call). I also agree to notify MyRate in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days.

6. Termination: (A) I agree that MyRate may terminate this Agreement (it being understood that any such termination may not relieve me of my obligation to pay liquidated damages as set out in Section 8 below) immediately if: (i) I am in default because I

have not made any payment on or before the due date specified in any invoice issued by my Utility or MyRate; (ii) I am in default because I have otherwise breached this Agreement in any way; or (iii) Subject to Section 10 below, there is any change in applicable law, regulation or regulatory direction ("Change in Law") mandating, requiring, directing or making desirable, directly or indirectly, the amendment, insertion or deletion of any material term in the Agreement. (B) I agree that MyRate may terminate this Agreement at any time upon written notice if MyRate is unable or is prevented from complying with any of the obligations it owes to my Utility or if my Utility is unable or is prevented from complying with any of the obligations it owes to MyRate.(C) If MyRate bills me directly, then (in addition to the defaults set out above) MyRate may terminate the Agreement immediately if: (i) I make an assignment or arrangement for the benefit of, or protection from, any of my creditors, or (ii) I take any action, or have any action taken on my behalf, under any insolvency law, or permit any material portion of my assets to be made subject to any seizure or realization. (D) In addition to any other termination rights outlined in this Agreement, I may terminate this Agreement without cost or penalty in the following circumstances after providing MyRate with notification in writing; (i) if I am presently in a pre-existing Agreement with another supplier for the supply of Gas and/or Electricity and the Term of my MyRate Agreement begins before the expiry of the Term of my pre-existing Agreement, and I provide MyRate with notice of cancellation before the end of the Term of my pre-existing Agreement; (ii) In the case of an Agreement for the provision of Electricity, thirty (30) days from the day I receive my first Electricity bill under this Agreement; (iii) I am not provided with a copy of a voice recording of a requested telephone discussion defined by Regulation under the ECPA as requiring recording, within ten (10) days of requesting a copy of the telephone calls. This termination right does not apply if I make the request the latter of three (3) years after the day of the telephone call, or one year after the effective date of cancellation, termination or expiry of the last Agreement or last renewed or extended Agreement; (iv) my Agreement is amended, renewed or extended on or after January 1, 2011 and, at the time of the amendment, renewal or extension, MyRate is not in compliance with the conditions of its licence set out in Section 3 and 4 of the Ontario Regulation 90/99 made under the Ontario Energy Board Act, 1988; (v) if this Agreement does not meet the requirements of Section 12(1) of the Energy Consumer Protection Act, 2010 vi) if MyRate engages in an unfair practice as defined by the Energy Consumer Protection Act, 2010, the regulations under the Energy Consumer Protection Act, 2010, and applicable OEB codes.(E) I may also cancel this Agreement at any time and without cause by providing MyRate with ten (10) days of notice either in writing or by telephone. I understand that this type of cancellation may result in being charged liquidated damages as described in Section 8 of this Agreement.

7. Blend & Extend Program: I am eligible for MyRate's Blend & Extend Program. With this program I can notify MyRate (via written correspondence, email, or recorded telephone call) of my request to blend in my existing rate with MyRate's then current offer for the extended period to create a new price and Term. I may elect the Blend & Extend Program any time after one (1) year from the commencement of this Agreement. The Blend & Extend option will only take effect by entering into a new Agreement with MyRate. MyRate will provide me with a copy of my new Agreement, Terms and Conditions, Disclosure Statement(s) and Price Comparison Form(s), if applicable, no later than thirty (30) days from the date I request the Blend & Extend. I will have ten (10) days from the date I send MyRate a signed and dated text-based copy of my new Agreement (including Disclosure Statement(s) and Price Comparison Form(s), if applicable) to cancel my new Agreement. If I choose to cancel my new Agreement at any time after the ten (10) day period has expired, then this Agreement shall remain in full force and effect until the end of its Term or any renewal Term.

8. Liquidated Damages: If MyRate terminates this Agreement under Section 6 above, or because I am in default, or if I terminate this Agreement at any time without cause, for customers who consume less than 3500 m^3 per year and/or less than 15,000 kWh per year, I agree to pay MyRate, in addition to all other amounts owing by me hereunder at the date of such termination, damages equal to $100 per year for each year (or part thereof) of Gas Term remaining on my Agreement, and $50 per year for each year (or part thereof) of Electricity Term remaining on my Agreement. If I consume more than 3500 m^3 per year and/or more than 15,000 kWh per year, I agree to pay MyRate, in addition to all other amounts owing by me hereunder at the date of such termination, damages equal to $0.05/$m^3$ for my estimated Gas consumption and/or $0.015/kWh for my estimated Electricity consumption for the remainder of the Term of this Agreement, (the "Liquidated Damages"). Such estimate of future consumption shall be based upon my Gas and/or Electricity consumption information obtained by MyRate over the course of my Agreement, over the past twelve (12) months prior to cancellation (if available). If MyRate is unable to obtain twelve (12) months' historical usage of my Gas and/or Electricity consumption, it shall use a reasonable estimation of what my consumption would have been for the twelve (12) month period. The Liquidated Damages are hereby conclusively deemed to be Liquidated Damages and shall not, under any circumstances, be construed as a penalty. I authorize my Utility to include the Liquidated Damages in my utility bill as an amount payable to MyRate.

9. Customer Indemnity: I agree that I will indemnify and save harmless MyRate (and any of its permitted assigns) as well as its affiliates and each of their respective directors, officers, employees and agents (collectively, the "Indemnified Parties") in full for any loss, damage, injury, liability or cost which any of the Indemnified Parties suffers arising from, or incurs as a consequence of any act or omission by me relating to the supply or delivery of Gas and/or Electricity to the Service Address including, without

limiting the foregoing, any claim resulting from any default or breach by me, or any failure by me to perform any obligation relating to this Agreement or any obligation to any third party, including, but not limited to, any Agreement with my Utility. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns of MyRate and myself.

10. Amendments: In the event that a Change in Law requires an amendment to this Agreement, or my Utility unbundles all or any portion of its services, MyRate may request an amendment to this Agreement by telephone or by sending a text-based copy of the proposed amendment to me. The amendment will take effect only if I consent to the amendment by telephone or in writing not less than sixty (60) days before the amendment takes effect. If I consent to the amendment, MyRate will provide a text-based copy of the amendment no later than ten (10) days after I provide consent. I have the right to retract consent to the amendment not more than twenty (20) days after the text-based copy of the amendment is sent to me. If I do not consent to the amendment, MyRate may terminate this Agreement upon notice to me (without liability or penalty).

11. Assignment: MyRate may, in its sole discretion, pledge, assign or otherwise transfer all or any of its rights or obligations under this Agreement or any proceeds arising pursuant to this Agreement without my consent. I shall not pledge, assign or otherwise transfer all or any of my rights or obligations under this Agreement.

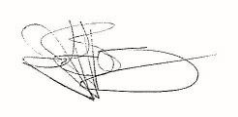
12. Release of Information: I hereby consent to MyRate disclosing any information about me to any third parties for the purposes of (i) supplying Gas and/or Electricity to me under this Agreement, (ii) offering me other products and services, or (iii) billing, credit, or market operation purposes, law enforcement purposes, complying with a legal requirement or for the processing of my past due accounts which have been given to a debt collection agency for collection purposes. For administrative purposes, I consent to the recording and disclosure of telephone conversations between me and representatives of MyRate.

13. MyRate Contact Information: If I have any questions, concerns or complaints, or to request information or renew, extend the term of or cancel this Agreement, I will contact MyRate by telephone at 1-877-262-7029 or e-mail at info@myrateenergy.ca, by facsimile at 905-366-7048, mail, or by personal delivery. Please address all written correspondence to Customer Service. If the customer is unable to resolve any issue with MyRate, the customer has the right to contact the OEB at 416-314-2455 or toll free at 1-877-632-2727 and request information regarding their dispute resolution process.

14. Consumer's Rights: You have the right under the *Energy Consumer Protection Act* 2010 (the "ECPA") to cancel this Price Protection Agreement without cost or penalty up to ten (10) days after acknowledging receipt or deemed to have acknowledged receipt of a text-based copy of the Price Protection Agreement. You confirm having received a copy of this Agreement by email sent to the email address you provided. If you cancel this Price Protection Agreement within the 10-day period, you will not be billed or charged under this Price Protection Agreement and you will be entitled to a full refund of all amounts paid under this Price Protection Agreement. Nothing in this Price Protection Agreement negates or varies your rights to cancel the Price Protection Agreement in accordance with the ECPA or under any regulation made under the ECPA, or any code, order, or rule issued by the Ontario Energy Board.

15. Parties Bound: The Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Accepted by Summitt Energy LP by its general partner, Summitt Energy Management Inc.



Sr. Vice President

System-Wide Electricity Supply Mix (2015)*:

Nuclear Energy 57.8%; Alternative Power Sources 8.7%: Solar 1.9%, Wind 6.4%, Biomass 0.4%, Waste 0%; Natural Gas** 9.7%;

Water Power 23.2%; Other 0.5%

*Includes both Tx (direct) and Dx (embedded) connected generation (Ontario Ministry of Energy)

**Includes generation from facilities that are predominantly natural gas (e.g., Lennox Generating Station)

Note: Figures may not add to 100% due to rounding.