

APPENDIX "O"

RETAILER SERVICE AGREEMENT

Between:

[Name of Retailer]

- And -

Newmarket Hydro Ltd.

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SERVICE AGREEMENT

This Service Agreement made this _____ day of _____, _____

BETWEEN Newmarket Hydro Ltd., a distributor licensed by the Ontario Energy Board (the “Distributor”)

AND _____, a retailer licensed by the Ontario Energy Board (the “Retailer”)

From time to time, the Retailer and the Distributor shall be individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS the Retailer wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

WHEREAS the Distributor is required by Chapter 12 of the Retail Settlement Code to enter into a Service Agreement with each retailer licensed by the Ontario Energy Board (the “Board”) who wishes to retail electricity to consumers in the service area of the Distributor and utilise retail settlement services offered by the Distributor; and

WHEREAS the form of this Agreement is an Appendix to the Retail Settlement Code, has been approved by the Board, and may not be waived, altered, amended or modified, except as provided herein or as authorized by the Board,

NOW THEREFORE for and in consideration of the covenants and conditions hereinafter set forth, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties mutually agree as follows:

ARTICLE 1 - Interpretation

Article 1.1 Definitions

Unless otherwise defined in this Agreement, words and phrases shall have the meaning ascribed to them in the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15, Schedule B, the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A, or the Retail Settlement Code as the case may be.

In this Agreement:

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c.15, Schedule B;

“Agreement” means this agreement, all exhibits and appendices referenced herein and attached hereto and all other documents incorporated by reference pursuant to the terms hereof;

“Business Day” means any day that is not a Saturday, Sunday or statutory holiday as defined in the Province of Ontario;

“Confidential Information” means all confidential information concerning the business, operations, financing and affairs of the Parties, including without limiting the generality of the foregoing, the following:

- (a) all trade secrets and know-how of either Party;
- (b) all information relating to either Party or to any person with which either Party does business and which is not generally known;
- (c) a Party’s customer’s list and records;
- (d) a Party’s marketing, pricing and sales policies, techniques and concepts;
- (e) the habits and preferences of a Party’s customers and prospective customers; and
- (f) a Party’s financial records;

“Electricity Act” means the *Electricity Act*, 1998, S.O. 1998, c.15, Schedule A;

“person” means an individual, partnership, corporation, association, or other incorporated or unincorporated organization or legal entity;

“Retail Settlement Code” or “Code” means the Retail Settlement Code approved by the Board.

1.2 Sections and Headings

The division of this Agreement into Articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

Words importing the singular include the plural and vice versa.

Article 2 - Purpose and Scope and Term

All appendices referenced in this Agreement and attached hereto shall be considered part of this Agreement and incorporated herein.

Article 2.1 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understanding and agreements between the Parties with respect to the same.
- (b) The Parties are bound by the terms set forth in this Agreement and incorporated by reference.
- (c) A reference to a document or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision of that document.
- (d) Notwithstanding any provision or agreement to the contrary, the Parties agree that they are bound by the terms of the Retail Settlement Code as amended from time to time and agree that the Retail Settlement Code forms part of this Agreement.

Article 2.2 Relationship of the Parties

- (a) Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool or, syndicate or agency between the parties. No provision contained herein shall be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name, of the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party, except as shall be provided for herein.
- (b) Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers.

Article 2.3 Term of Agreement Effective Date

The term of this Agreement shall commence on the date of execution of this Agreement by the last Party to execute the Agreement (the "Effective Date").

Article 2.4 Termination

- (a) **Mandatory Termination**
This Agreement shall terminate on the earlier of:
 - (i) the date the Retailer informs the Distributor that it no longer is operating as a retailer in the Distributor's service territory;
 - (ii) the date of suspension, revocation, cancellation, or non-renewal of the Retailer's licence.
- (b) **Permissive Termination**
Either Party shall have the option to terminate (the "Terminating Party") if either Party materially defaults in the payment or performance of any material obligation provided for in this Agreement ("Event of Default"). Where an Event of Default has occurred, the Terminating Party may give notice, in accordance with section 7.5, setting out details of the Event of Default. The Agreement shall terminate after 10 Business Days have elapsed from the giving of notice by the Terminating Party, unless the other Party gives notice within that time period, in accordance with section 7.5, that the Event of Default has been rectified. If the Terminating Party does not accept the actions taken by the Defaulting Party to rectify the Event of Default, either Party may seek a conclusive determination of the issue in accordance with Article 6 of this Agreement.
- (c) Articles 5 and 6 and section 7.5 survive the termination of this Agreement.

Article 3 - Security Arrangements

Article 3.1 Type of Security

The Distributor shall, in accordance with the Retail Settlement Code, accept any of the type or types of security which the Retailer chooses to provide from the types of security listed in the first paragraph of section 8.3 of the Retail Settlement Code. The Distributor may refuse the security proposed by the Retailer based on the quality of the security which the Retailer proposes to provide. The Distributor may not act unreasonably or in a discriminatory manner in refusing the security proposed by the Retailer.

Article 3.2 Details of Security Arrangements

Appendix B to this Agreement shall contain the following information:

- (a) the frequency with which the Distributor intends to update the amount of security required which, in accordance with the Retail Settlement Code, shall be at least every three months;
- (b) a description of the type or types of security that will be provided by the Retailer;
- (c) contact information for any financial or other institutions involved in the security arrangements;
- (d) a listing of any legal documents such as a surety bond or letter of credit related to the security arrangements; and
- (e) any other terms and conditions related to security arrangements negotiated between the Distributor and the Retailer in addition to the matters referred to in this Agreement.

Article 4 - Financial Arrangements

Article 4.1 Billing

- (a) If the Retailer chooses distributor-consolidated billing and the Distributor is not providing rate-ready billing to the Retailer, the Retailer shall provide bill-ready information to the Distributor within the time period established by the Distributor and set out in Appendix C to this Agreement. If bill-ready information is not provided by the Retailer within the time period set out in Appendix C, the Distributor may send a bill to the Retailer's consumer covering all charges for non-competitive electricity services. A distributor shall continue to issue settlement statements in accordance with section 7.2.1 of the Retail Settlement Code in order to collect the cost of competitive electricity services calculated according to Chapter 3 of the Retail Settlement Code. The Retailer remains liable to the Distributor for all charges for competitive electricity services incurred by the Distributor on behalf of the Retailer.
- (b) Where the Retailer chooses distributor-consolidated billing, the Distributor shall include, with the first bill submitted by the Distributor to the Retailer for monies owed to the Distributor, the following information:
 - (i) a summary of the Distributor's meter reading practices by customer category;
 - (ii) a list of languages in which the distributor provides billing service;
 - (iii) a statement of the number of days following the meter reading date within which an invoice will be issued to the Retailer with respect to those consumers whose meters were read;
 - (iv) a summary of all charges that will be itemized by consumer account on the invoice presented by the Distributor to the Retailer;
 - (v) summary of charges for which the Distributor will bill the Retailer according to a different schedule than that described above or that will not be itemized by consumer account, in accordance with the Rate Handbook and sections 7.1.1, 7.2.1 and 7.3.1 of the Retail Settlement Code.
- (c) Where any of the information described in clause (b) changes, the Distributor shall inform the Retailer of the change with the first bill submitted by the Distributor to the Retailer subsequent to the change.

4.2 Payment

- (a) Payments from each Party to the other Party shall be made in accordance with the Code. The Distributor and the Retailer shall set out the information necessary for payment to each Party in Appendix D to this Agreement.
- (b) The form and details of payment shall be in accordance with the specific arrangements negotiated between the Parties and set out in Appendix E and shall include the number of Business Days following the issuance of an invoice that payment is due.

Article 5 - Confidential Information

5.1 Confidentiality

- (a) Each Party acknowledges and agrees that:
 - (i) all Confidential Information which is furnished to them by or with the concurrence of the other Party or to which they become privy, is furnished to them in confidence;
 - (ii) at all times they shall keep the Confidential Information in the strictest of confidence;
 - (iii) they shall not disclose, directly or indirectly, the Confidential Information to any other person, except as permitted by this Agreement, the Retail Settlement Code or other applicable law;
 - (iv) they shall use the Confidential Information solely to fulfil the rights and obligations of this Agreement;
 - (v) they shall not use, at any time, any Confidential Information for their own benefit or purposes or for the benefit or purposes of any person, other than to further the rights and obligations of this Agreement;
 - (vi) the disclosure of Confidential Information will be highly detrimental to the Party who's information has been disclosed;
 - (vii) they shall indemnify and save harmless the Party from and against any and all Claims occasioned or suffered by the Party as a result of the party disclosing any of the Confidential Information contrary to the provisions of this Article.
- (b) Without prejudice to any other rights of the Parties, the Parties acknowledge and agree that if a Party breaches or otherwise violates, or attempts to breach or otherwise violate, the provisions of this Article, the other Party will likely suffer irreparable harm and an injunction or other like remedy may be the only effective remedy to protect the Party's rights and interests and agree that an interim injunction against such breach or violation may be granted immediately on the commencement of any law suit.
- (c) The provisions of this Article 5 shall apply in addition to, and not in substitution for, all obligations owed by the Parties to each other at law or in equity, including, without limitation, fiduciary duties and duties of confidentiality.
- (d) The restrictions contained in this Article 5 shall not apply to any portion of Confidential Information which becomes generally known to the public, unless the Party in question is responsible for making the Confidential Information known to the public.

Article 6 - Dispute Resolution

6.1 Exclusivity

- (a) Except where this Agreement states otherwise, the dispute resolution procedures set forth in this Article 6 shall apply to all disputes arising between the Distributor and the Retailer regarding this Agreement including the Retail Settlement Code and shall be the only means for resolving any such disputes.
- (b) The dispute resolution procedures set forth in this Agreement do not apply to disputes that have not yet been referred in accordance with paragraph 6.2(a) prior to this Agreement being terminated.

6.2 Duty to Negotiate

- (a) Any dispute between the Distributor and the Retailer over this Agreement shall first be referred to a designated representative chosen by the Distributor and to a designated representative chosen by the Retailer for resolution on an informal basis.
- (b) Such designated representatives shall attempt in good faith to resolve the dispute within thirty days of the date when the dispute was referred to them. The Parties may extend such period by agreement in writing.
- (c) Any resolution of the dispute by the designated representatives shall be in writing and shall be executed by an authorized signing officer of each Party. The resolution shall bind the Parties and their respective successors and assigns, and shall not, except for either Party's subsequent failure to abide by the resolution, from then on be subject to arbitration or challenge in any court or other tribunal.
- (d) If either Party refuses to honour the designated representatives' resolution as executed, the other Party may immediately commence arbitration under this Article to enforce the resolution.

6.3 Referral of Unresolved Disputes

If the designated representatives cannot resolve the dispute within the time period set out in paragraph 6.2(b), either Party may submit the dispute to binding arbitration and resolution in accordance with the arbitration procedures set out below.

6.4 External Arbitration Procedures

- (a) Subject to section 6.5 below, the Parties shall submit any arbitration begun under this section to a single neutral arbitrator.
- (b) In choosing an arbitrator, the Parties shall negotiate in good faith. All arbitrations under this Agreement shall be conducted in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17 (the "Arbitration Act") as amended from time to time, except as modified herein.
- (c) The arbitrator(s) shall have exclusive authority to hear and decide any dispute between the Parties that is subject to arbitration under this Agreement or the Code.

6.5 Appointment of Arbitrator

- (a) If the Parties cannot agree upon a single arbitrator within fifteen days after referring the dispute to arbitration, each Party shall within five more days choose one individual who shall sit on a three-member arbitration panel.
- (b) The two arbitrators chosen by the Parties shall within twenty business days, in good faith, choose a third person to be the third arbitrator, who shall chair the arbitration panel.
- (c) Neither Party may at any time during the arbitration revoke its choice of arbitrator, unless the other Party consents in writing.
- (d) If the Parties do not choose the two arbitrators within the five day time period set out in paragraph 6.5(a), either Party or both Parties may apply to the court to appoint a single arbitrator.
- (e) The individual(s) chosen as the arbitrator(s) shall be qualified by education and experience to decide the matter. The arbitrator(s) shall be at arm's length from all Parties to the arbitration and shall not be members of the audit or legal firm or firms who advise any Party to the arbitration, nor shall the arbitrator(s) be otherwise regularly retained by any of the Parties to the arbitration.

6.6 Written Statement of Dispute and Response

- (a) Within twenty business days after the individual arbitrator or arbitration panel are named, the applicant shall submit to the arbitrator(s) a written statement. The statement shall set out:
 - (i) the nature of the dispute and the applicant's position,
 - (ii) the names of each Party's main contact for the arbitration process along with their addresses, phone numbers and fax numbers,
 - (iii) any claims for relief,
 - (iv) the grounds for that relief,
 - (v) the proposed resolution or relief sought,
 - (vi) the names of any third Parties with material knowledge or information relevant to the dispute, and
 - (vii) any documents that the Party wishes the arbitrator(s) to consider.
- (b) The responding Party shall have twenty business days to respond to the filing, setting forth its position and the information that it deems relevant.

6.7 Discovery of Facts

- (a) There shall be no discovery of facts taken, sought, or otherwise instituted by any means except as approved by the arbitrator(s).
- (b) The arbitrator(s) shall provide a time schedule for any such discovery.
- (c) The arbitrator(s) may at any time retain non-Party technical experts to advise and assist them during the arbitration. The advice of these experts shall be made known to the Parties.

6.8 Confidentiality of Documents

All meetings and hearings shall be in private unless the Parties to the arbitration agree otherwise. The Party providing any document or other information in the arbitration that would not otherwise be available to the other Party may in good faith designate it as confidential, provided that the Parties shall first submit to the arbitrator(s) an agreed upon written statement of procedures for handling and protecting material designated as confidential, which the arbitrator(s) may accept or modify as they may deem appropriate. If the Parties cannot agree upon confidentiality procedures, the arbitrator(s) shall decide them as appropriate.

6.9 Procedural Rules

- (a) The arbitrator(s) may adopt any procedural rules that they, at their sole discretion, deem appropriate to conducting the arbitration and facilitating the resolution of the dispute.
- (b) No procedural rule adopted by the arbitrator(s) shall extend the time period set forth in paragraph 6.10(a); but the arbitrator(s) shall render a final disposition of the dispute within that period, which may not be extended or reduced unless the Parties consent in writing.
- (c) Refusal by either Party to comply with an order of the arbitrator(s) adopting or modifying any procedural rule shall constitute, in the sole discretion of the arbitrator(s), grounds for default and a finding in favour of the other Party.

6.10 Decision Requirements

- (a) Any dispute submitted for arbitration under this Article 6 shall be finally decided by the arbitrator(s) no later than thirty days from the completion of the hearing.
- (b) Unless the Parties agree otherwise in writing, the final decision of the arbitrator(s) shall set forth in writing their findings of fact and any conclusions of law and be based on the evidence before them, the applicable laws of Ontario and Canada, the Market Rules, the licences and Codes issued by the Board and any the Agreement and any relevant decisions of courts, agencies, or earlier arbitrations under this Part.
- (c) A copy of the decision, with any Confidential Information expunged, shall be made available to the public.

6.11 Finality of Decisions

- (a) The decision shall be final and binding on the Parties to the arbitration and shall not be subject to any appeal or review procedure.
- (b) Each Party hereby waives any and all rights or ground it believes that it has, or at any time after may have, to challenge, appeal in any way, or otherwise seek to set aside in any court or other tribunal any decision by the arbitrator(s).
- (c) Notwithstanding anything else in this subsection, if either Party fails to act in accordance with the decision of the arbitrator(s), the other Party may then seek enforcement of the decision in any court of competent jurisdiction.

6.12 Arbitration Act

- (a) Nothing in this Code shall be construed as affecting any rights available to the Parties under section 3 of the Arbitration Act.
- (b) If and so far as any provision of section 6.10 is adjudged or otherwise deemed invalid by a court of competent jurisdiction, the provisions of the Arbitration Act shall apply.

6.13 Costs

- (a) The arbitrator(s) shall award costs for an arbitration as if it had been a proceeding in Ontario Superior Court, and the arbitrator(s) shall therefore, in awarding or denying costs to a Party, follow the provisions on costs set out in the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43 and the Ontario Rules of Civil Procedure, including without limitation the provisions in those rules concerning settlement offers and case law applicable in Ontario.
- (b) If either Party fails to comply with the decision of the arbitrator(s) and the other Party afterwards seeks relief under section 6.11, the Party seeking the relief shall be entitled to receive from the other Party its costs of seeking the relief from the other Party (including its reasonable legal costs) once a court of competent jurisdiction has issued a final, non-appealable order in its favour.

Article 7 - General

7.1 Waiver

The failure of any Party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants of this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other subsequent breach thereof nor a waiver by the Party at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the Party has failed to exercise such right, power or option. Nothing shall be construed as or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the Party which expressly or impliedly waives a right, power or option under this Agreement.

7.2 Amendments and Modifications to this Agreement

- (a) Subject to paragraphs 7.2(d) and (e), the amendment or modification of any part of this Agreement or the addition of any provision to this Agreement, including a new appendix, must be approved by the Board.
- (b) The Board may require amendments to this Agreement or to the requirements for the content of the Appendices attached to this Agreement.
- (c) The Parties to this Agreement agree to forthwith, upon receipt of notice from the Board, do all things and take all actions necessary to amend this Agreement as specified by the Board, and where necessary, to give retroactive effect to such amendments.
- (d) In Appendices A, C, D and E where information is to be filled in or an option is to be chosen by the Distributor, these items may be amended by the Distributor by giving notice to the Retailer and where information is to be filled in or an option is to be chosen by the Retailer, these items may be amended by the Retailer by giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.
- (e) The provisions of Appendix B referred to in paragraph 3.2(a) may be amended by the Distributor giving notice to the Retailer and the provisions of Appendix B referred to in paragraphs 3.2(b), 3.2(c) and 3.2(d) may be amended by the Retailer giving notice to the Distributor. The amendment shall take effect when notice of the amendment is deemed to have been given and received in accordance with section 7.5.

7.3 Assignment and Delegation

- (a) Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (b) Notwithstanding subsection (a), either Party may subcontract its duties under this Agreement to a subcontractor, provided that the Party that subcontracts its responsibility shall:
 - (i) remain fully responsible as a principal and not as a guarantor for performance of any subcontracted obligations and,
 - (ii) cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

7.4 Severability

- (a) If any provision of this Agreement or application thereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

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- (b) If a court of competent jurisdiction finds any restrictive covenant contained in this Agreement to be unenforceable in whole or in part, including without limitation as to duration and/or territory, the Parties hereby direct the court to reduce the scope of such provision to that which is reasonable and enforceable in the circumstances.

7.5 Notices

Any demand, notice or other communication (“Notice”) to be given in connection with this Agreement shall be given in writing and shall be sufficiently given if:

- (a) delivered personally;
- (b) sent by registered mail;
- (c) sent by facsimile, with confirmation of receipt by the Party;
- (d) delivered by courier with confirmation of receipt by the Party; or,
- (e) other means of electronic communication with confirmation of receipt by the Party,

to the contact person set out at Appendix A to this Agreement or to such other person at such other address as the Party to whom such Notice is to be given shall have advised the Party giving the same in the manner provided in this section. Any Notice delivered personally shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such Notice shall be deemed to have been given and received on the next following Business Day. Any Notice sent by registered mail shall be mailed in Ontario, and if so mailed, shall be deemed to have been given and received on the fourth Business Day following the date of mailing. Any Notice transmitted by electronic communication shall be deemed given and received on the day of its transmission provided that such day is a Business Day and such transmission is completed before 5:00 p.m. on such day, failing which such Notice shall be deemed given and received on the first Business Day after its transmission.

7.6 Statutes

Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

7.7 Applicable Law

This Agreement shall be construed in accordance with the laws of Ontario including, in particular, the Electricity Act and the Act, and the laws of Canada applicable in Ontario and shall be treated in all respects as an Ontario contract. Each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

7.8 Time

Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.

7.9 Calculation of Time

When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next following Business Day.

7.10 Further Assurances

The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement. Each Party shall provide and execute such further documents or instruments as may be reasonably required by any other Party, exercise its influence and do and perform or cause to be done or performed such further and other acts as may be reasonably necessary or desirable to effect the purpose of and to carry out the provisions of this Agreement.

7.11 Counterparts and Execution by Fax

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered to each of the Parties shall be deemed to be and shall be read as a single agreement among the Parties. In addition, execution of this Agreement by any of the Parties may be evidenced by way of a faxed transmission of such Party's signature (which signature may be by separate counterpart), or a photocopy of such faxed transmission, and such faxed signature, or photocopy of such faxed signature, shall be deemed to constitute the original signature of such Party to this Agreement.

7.12 Binding Effect

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed.

NEWMARKET HYDRO LTD.

Per:

Paul D. Ferguson, President

Retailer

Per:

Title

APPENDIX A**Contact Information**

(The Distributor shall fill in the blanks)

Mr.	Ferguson	Paul	D.
	_____	_____	_____
	Last Name:	Full First Name:	Initial:
Other:	President		
	_____	_____	_____
	Position Held:		
	Contact Address (if R.R., give Lot, Concession No. and Township):		
	590 Steven Court		
	_____	_____	_____
	Newmarket	Ontario	L3Y 6Z2
	_____	_____	_____
	City	Province	Postal Code
	pdf@nmhydro.on.ca	905-953-8548	905-895-8931
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. Mrs.
Miss Ms.

	_____	_____	_____
	Last Name:	Full First Name:	Initial:
Other:			
	_____	_____	_____
	Position Held:		
	Contact Address (if R.R., give Lot, Concession No. and Township):		

	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Customer Billing Services

(The Distributor shall fill in the blanks)

Ms.	Jamieson	Susan	
	Last Name:	Full First Name:	Initial:
Other:	Manager – Customer Service		
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township):		
	590 Steven Court		
	Newmarket	Ontario	L3Y 6Z2
	City	Province	Postal Code
	sjamieson@nmhydro.on.ca	905-953-8548	905-895-8931
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. Mrs.
 Miss Ms.

	Last Name:	Full First Name:	Initial:
Other:			
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township):		
	City	Province	Postal Code
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Security Issues and Arrangements

(The Distributor shall fill in the blanks)

Mr.	<u>Weir</u>	<u>David</u>	
	Last Name:	Full First Name:	Initial:
Other:	<u>Chief Financial Officer</u>		
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township): <u>590 Steven Court</u>		
	<u>Newmarket</u>	<u>Ontario</u>	<u>L3Y 6Z2</u>
	City	Province	Postal Code
	<u>dweir@nmhydro.on.ca</u>	<u>905-953-8548</u>	<u>905-895-8931</u>
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. Mrs.
 Miss Ms.

	<u></u>	<u></u>	
	Last Name:	Full First Name:	Initial:
Other:	<u></u>		
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township): <u></u>		
	<u></u>	<u></u>	<u></u>
	City	Province	Postal Code
	<u></u>	<u></u>	<u></u>
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

Contact Information for Settlements

(The Distributor shall fill in the blanks)

Ms.	Jamieson	Susan	
	_____	_____	_____
	Last Name:	Full First Name:	Initial:
Other:	Manager – Customer Service		
	_____	_____	_____
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township):		
	590 Steven Court		
	_____	_____	_____
	Newmarket	Ontario	L3Y 6Z2
	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	sjamieson@nmhydro.on.ca	905-953-8548	905-895-8931
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

(The Retailer shall fill in the blanks)

Mr. Mrs.
Miss Ms.

	_____	_____	_____
	Last Name:	Full First Name:	Initial:
Other:	_____		
	Position Held:	Alternate Contact:	
	Contact Address (if R.R., give Lot, Concession No. and Township):		

	_____	_____	_____
	City	Province	Postal Code
	_____	_____	_____
	E-mail Address	Phone Number	FAX Number

Each Party agrees to promptly provide notice to the other Party of any change in contact information.

APPENDIX B

Security Arrangements

The Distributor and the Retailer agree to the following security arrangements, in accordance with Chapter 8 of the Code and Article 3 of this Agreement.

Authorization for a Credit Report

The Retailer authorizes the Distributor to request and receive the retailer's credit report and credit history from one or more reporting agencies for the Distributor's use in relation to the security arrangements and determination of the amount of security to be provided. The Distributor shall bear any costs related to such requests for credit reports or credit history.

Type of Security

The Retailer shall provide security to the Distributor using one or more of the following financial instruments or procedures:

- Cash deposit
- Irrevocable letter of credit from a bank subject to the *Bank Act* (Canada)
- Surety bond
- Lock box arrangement
(Retailer shall tick one or more of the boxes)

All security in the form of a financial instrument shall be provided in Canadian funds. A letter of credit or surety bond shall be in a form acceptable to the Distributor and shall name the Distributor as the beneficiary and shall permit the Distributor to make a partial draw down based on the amount that is in default by the Retailer.

Drawing on Security Amounts

In order to make a draw against a letter of credit or surety bond, it shall be sufficient for the Distributor to provide a statement requesting the funds signed by an officer of the Distributor and affixed with the corporate seal of the Distributor. The statement by the Distributor shall include the following: the amount that is being claimed, the amount due and payable by the Retailer, the date of the default by the Retailer, a copy of the letter to the Retailer stating they are in default and demanding payment, and a declaration that the Retailer is in default and owes the amount that is being claimed. Where the Distributor issues a statement requiring a draw on the security, it shall provide a copy of the statement to the Retailer at the same time.

Financial Institution Information

Name and address of the Retailer's bank or financial institution for the purpose of providing security:

Contact Person & Information:

Telephone Number: _____ Fax Number: _____

Additional details regarding security instruments, including a detailed list of all legal documents (i.e. account numbers, letters of credit, lock box procedures) shall be included with the contract as Schedule 1 to this Appendix, and shall be subject to change in accordance with the provisions of this Agreement.

Payment of Interest

Where the Retailer has presented security in the form of a cash deposit, the Distributor shall credit the cash deposit with interest calculated at the rate specified in the Code on a monthly compounded basis. The Retailer shall be entitled to include the interest amount as part of the cash deposit for security calculations and may withdraw any excess from the account subject to the provisions of Chapter 8 of the Code.

Determination of Security

Amount of security shall be calculated by the Distributor to a maximum amount as permitted under chapter 8 of the Code. The Distributor shall indicate which of the two options provided for under Chapter 8, it will use for the purposes of calculating the Retailer's security amount :

- ✓ Option One
- ✓ Option Two

(The Distributor shall tick one or both of the boxes. Where the Distributor ticks both options it shall identify below the consumer class(es) for which each option will be used.)

Option One Class of consumers: **Residential, General Service < 50kW**

Option Two Class of consumers: **General Service > 50kW, Large General Service**

The Distributor shall provide the Retailer with a completed Schedule 2 to this Appendix, with necessary amendments, every time a request is made for security from the Retailer or the amount of security is determined. The information provided in Schedule 2 shall include the number of consumers by class, consumer usage (class average or individual consumer), rates for non-competitive charges and the competitive cost of electricity. The Distributor shall update the Retailer's security requirements once in every **month**. (Distributor shall indicate the interval between updates, which interval shall be no more 3 months)

Appendix C

Billing Services

The Distributor and Retailer agree to the following business practices.

Data Flow for Distributor-Consolidated Billing

- Usage will be sent to the Retailer as per section 5.2 of the Code.
- The Distributor must receive all bill-ready information, via the EBT System, no later than 5:00 p.m., two business days after the Usage transaction was sent.
- The Distributor will accept **1** line item(s) per customer bill account per bill period (blank to be filled in by the Distributor).
- The Distributor will only accept up to **80** characters for the Retailer's line item consisting of the description (blank to be filled in by the Distributor). The dollar value will be in addition to this information. All spaces, including empty spaces, are considered characters. If the description exceeds the allowable length, it will be truncated to comply with the Distributor's requirement. This line item must be for commodity only.
- The Distributor will accept the following languages from the Retailer for the line item description:
 - English
 - English and French
 - Language of the customer's bill

(The Distributor shall tick at least one of the above boxes)

Rate Changes

The Distributor will provide notification to the Retailer of any approved changes to the Distributor's rates at the same time the Distributor notifies its customers.

Retail Service Charges

All Retail Service Charges will be billed at the discretion of the Distributor with the Settlement Invoice or Market Participant Invoice when one is sent.

All STR fees will be calculated on a:

- Daily basis
- Billing month basis

All fixed customer charges/credits will be calculated on a:

- Daily basis
- Billing month basis

All other retail service charges will be billed:

- Daily basis
- Billing month basis

(The Distributor shall tick one of the boxes for each of the three statements set out above)

Note: Where a Retail Service Charge is calculated on a daily basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the day before the Invoice is issued. Where a Retail Service Charge is calculated on a monthly basis, the Settlement Invoice or Market Participant Invoice shall include all charges with respect to this type of Charge calculated up to the end of the most recently completed Billing Month.

Optional Additional Billing Lines and Rate Ready Billing

The Distributor is able to provide rate ready billing to the Retailer using an OEB approved rate:

- Yes
- No

The Distributor is able to provide additional bill line items to the Retailer using an OEB approved rate, if applicable:

- Yes
- No

(The Distributor shall tick one of the boxes for each of the two statements set out above)

EBT Transaction Processing

As of the date this Service Agreement is executed, the Distributor is using **Screaming Power** (name of hub or point to point use to be filled in by the Distributor) and the Retailer is using _____ (name of hub or point to point use to be filled in by the Retailer) for processing EBT transactions.

Settlement Invoice Timing

A Distributor shall issue a settlement invoice to a Retailer **1** day(s) following receipt of the preliminary price and usage data provided by the IMO or by the host distributor for the last trading day in the billing period covered by the settlement invoice.

Distributor Meter Read and Billing Timelines

For each customer class, the Distributor shall provide the following information:

Customer Class Category	Meter Reading Frequency	Billing Frequency for customers billed under SSS or distributor-consolidated billing	Number of Days when Payment is Due Following the Billing Date for customers billed under SSS or distributor-consolidated billing (i.e. the date the bill is produced)
All	Monthly	Monthly	16

The Distributor shall provide detailed meter read and billing cycle schedules to the Retailer for a **2** month period within 30 days of entering into this Agreement (blank to be filled in by Distributor).

Time for Changing Service Provider

Section 10.5.1 of the Code, provides that a Distributor may specify a number of days not in excess of twenty business days before the next scheduled meter read where, if the Distributor receives an STR with a lesser number of days to go before the next scheduled meter read, the Distributor is not be obligated to change the service provider until the scheduled meter read following the next scheduled meter read. For the purposes of section 10.5.1 of the Code, the specified time period is **20** days before the next scheduled meter read.

Customer Transfers

In accordance with section 10.5.1 of the Code, where a service transfer is scheduled to take effect on the next scheduled meter read date and the meter read is not successful, the Distributor shall undertake a special meter read at no charge to the requesting party within five business days following the missed read, unless past meter reading records indicate that the likelihood of a successful meter read is low. In the event that a special meter read is unlikely to be successful or is attempted and fails, the Distributor shall:

- process the transfer using an estimated read
- use estimates provided by customers in lieu of an estimated read
- negotiate a different course of action

(The Distributor must tick at least one of the three boxes set out above but may tick all three or two)

Customer Default to the Distributor

~~The Distributor shall notify the Retailer of customer default for a customer with annual monthly demand of equal to or more than _____ kW at the same time a final notice of disconnection is sent to the customer.~~

(If the Distributor does not wish to provide such notification, the Distributor may stroke out and initial the above paragraph. Otherwise, the Distributor shall fill in the blank).

Bill Option Change

The Retailer shall notify the Distributor a minimum of 60 calendar days in advance, in the event that a Retailer requests a bill option change for a quantity of the Retailer's enrolled customers that is in excess of 1% of the total customer base serviced by the Distributor at the signing of this Service Agreement, which represents **2300** customer billing accounts.

(If the Retailer does not wish to provide such notification, the Distributor may strike out and initial the above paragraph. Otherwise, the Distributor shall fill in the blank).

Use of Regular Estimates in Billing

Where a Distributor uses estimates to bill regularly between meter readings, e.g. bimonthly meter reading and monthly billing, the estimation technique used will be:

- Option 1
- Option 2

per section 3.5.3 of the Code

(The Distributor shall tick one of the above boxes)

GST on amounts charged to consumers:**Distributor-Consolidated Billing – Rate Ready**

The Distributor shall calculate, collect and remit to Canada Customs & Revenue Agency (“CCRA”) GST on both competitive and non-competitive electricity services. The Distributor shall account for the GST charged on competitive electricity services as the GST becomes collectible.

Distributor-Consolidated Billing – Bill Ready

In each of the three options set out below, the Distributor shall calculate, collect and remit to CCRA GST on non-competitive electricity services charged to consumers. GST with respect to competitive electricity services charged to consumers shall be addressed in the following manner:

- The Distributor shall calculate, collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.
- The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect and remit to CCRA GST on competitive electricity services. The Distributor shall account for GST charged on competitive electricity services as the GST becomes collectible.
- The Retailer shall calculate GST on competitive electricity services and provide the result to the Distributor as a separate line item to accompany the bill ready line item. The Distributor shall collect the GST on competitive electricity services and forward it to the Retailer as it is collected. The Retailer shall remit the GST on competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)

Retailer Consolidated Billing

In each of the three options set out below, the Retailer shall calculate, collect and remit to CCRA GST on competitive electricity services charged to consumers. GST with respect to non-competitive electricity services charged to consumers shall be addressed in the following manner:

- The Retailer shall calculate, collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.
- The Distributor shall calculate GST on non-competitive electricity services and provide the result to the Retailer as a separate line item. The Retailer shall collect and remit to CCRA GST on non-competitive electricity services. The Retailer shall account for GST charged on non-competitive electricity services as the GST becomes collectible.
- The Distributor shall calculate GST on non-competitive electricity services and provide the result to the Retailer as a separate line item. The Retailer shall collect the GST on non-competitive electricity services and forward it to the Distributor as it is collected. The Distributor shall remit the GST on non-competitive electricity services to CCRA on a collectible basis.

(The Distributor must tick one of the above boxes)

APPENDIX D

Payment Arrangements

Payment shall be made according to the following instructions:

PAYMENT TO THE DISTRIBUTOR

(The Retailer shall fill in the blanks)

Electronic Business Transfer

Other:

Legal Name _____

Contact Information (if different than Appendix A) _____

Banking Institution _____

Account Number: _____

Address: _____

City

Province

Postal Code

E-mail Address

Phone Number

FAX Number

PAYMENT TO THE RETAILER

(The Distributor shall fill in the blanks)

Electronic Business Transfer

Other: N/A

Legal Name Newmarket Hydro Ltd.

Contact Information (if different than Appendix A)

Banking Institution TD Canada Trust

Account Number: 31022 3102 0301038

Address: 16655 Yonge streetNewmarketOntarioL3Y 1V6CityProvincePostal CodeN/A905-836-5949905-836-8771E-mail AddressPhone NumberFAX Number

APPENDIX E

Details of Payment

Any discrepancies should be brought to the attention of the other party and, if confirmed, a credit/debit will be processed for the next payment cycle.

The Retailer shall make payments to the Distributor by:

- Pre-authorized payment, or
- Electronic Funds Transfer.

(The Retailer shall tick one of the above boxes)

The Distributor shall make payments to the Retailer by:

- Pre-authorized payment, or
- Electronic Funds Transfer.

(The Distributor shall tick one of the above boxes)