CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Provident Energy Management to customerservice@pemi.com or fax to 416-736-4923

CUSTOMER INFORMATION (PLEASE PRINT)

Service Address* (Street Number, Name)	**Unit Number***	**City***	**Postal Code***
Occupancy Date*(mm/dd/yyyy)		**Customer Status***	**Owner** ☐ **Tenant** ☐
Primary Account Holder	**First Name***	**Middle Name**	**Last Name***
	Email	**Primary Phone***	**Secondary**
Secondary Account Holder (optional)	**First Name***	**Middle Name**	**Last Name***
	Email:	**Primary Phone***	**Secondary**
Mailing Address (if different from above)	**Unit Number**	**City***	**Postal Code*:**
Deposit: Please be aware that a security deposit may apply to residential and commercial accounts			
PAPERLESS E-BILLING REGISTRATION & VIEWING YOUR CONSUMPTION Sign up directly on our website, www.pemi.com. To sign up, please wait for your first Provident Energy Bill			

Provident Energy Management Inc. ("Provident") has been retained pursuant to an Agreement (the "Master Agreement") by the developer, the owner, the condominium corporation and/or the authorized agent, as applicable (the "Owner/Condominium"), of the premises in which the above-noted Service Address is located and/or of premises that are invoiced for utilities that include utilities consumed at or by the above-noted Service Address (the "Premises") to supply the Services (as defined below) including meter reading, billing and collection services. The terms and conditions set out in this agreement comprise the legally binding agreement between the individual(s) named as Primary Account Holder and Secondary Account Holder (if any) ("Customer") and Provident governing Customer's use of the Services (as defined below). This Agreement is subject to Provident's Conditions of Service (as applicable to the services provided by Provident at the Premises) (the "Conditions"), which may be accessed at www.pemi.com. In consideration of Provident providing the Services, and for other good and valuable consideration, the receipt of which is acknowledged by Customer, Customer acknowledges and agrees as follows:

1. Customer confirms that he/she/they/it is/are the purchaser/owner, occupant and/or tenant of the Service Address noted above (the "Unit").

2. Customer acknowledges that Provident will provide the following services (the "Services") to the Unit for the term set out in the Master Agreement:

    a. Provident shall measure and record usage for the Unit of any one or more of the following utilities, being electricity, gas, hot water, cold water and/or thermal energy, as per its contract with the Owner/Condominium (the "Metered Utilities");
    b. Provident shall ensure the subject sub-metering system is operating properly;
    c. Provident shall, periodically, prepare invoices ("Invoices") showing the amount of Metered Utilities consumed at the Unit, as applicable, and the amount payable by Customer for the Metered Utilities consumed and the applicable charges, all of which Customer covenants to pay in accordance with each particular Invoice; and
    d. Invoices will be issued by mail or email. Unless otherwise specified by Customer in writing, Invoices will be mailed to Customer at the Service Address or the mailing address indicated above, in the event same is provided by Customer.

3. Customer consents to the provision of the Services and agrees to pay for the consumed Metered Utilities and the Services and fees as set forth in the Invoices on or before the due date set out in each particular Invoice and in accordance with the Master Agreement and Appendix 1 to the Conditions (the "Charges"), Fees charged by Provident are referred to as the "Service Fees". Service Fees are subject to change from time to time, in accordance with the Conditions and the Master Agreement. Charges for Metered Utilities are based on measurements by the submetering system for the Unit. Late payments will be subject to a late payment surcharge as set out in the Conditions and Customer will be responsible for any collection costs incurred by Provident.

4. Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, or occupancy date, as applicable in respect of the Unit). If Customer does not have an account with Provident, Customer shall contact Provident by telephone at 1-416-736-0630 to set-up an account on or before such effective date.

5. Customer shall pay a security deposit in accordance with the Conditions (the "Deposit"), to be held by Provident and deducted from any amounts outstanding from Invoices issued to Customer. In such event, Customer shall fully replenish the Deposit forthwith.

6. Each time that Customer rents/sublets the Unit to a tenant/subtenant (a "**Tenant**") (and the costs and expenses relating to the supply of Metered Utilities are not included in the rent) (a "**Rental**"), Customer will arrange for such Tenant to enter into a CSA with Provident in the same form as this Agreement, prior to the commencement of such Rental, under which such Tenant agrees to the terms hereof, including payment for the Charges

for the term of such Rental. Such CSA with such Tenant will not relieve Customer of its obligations hereunder, including to pay the Charges for so long as it is an owner/tenant/occupant of the Unit. Upon the effective date of the Rental, Provident will complete a reading for billing purposes. Tenant will be mailed a final Invoice within fifteen (15) days of the final reading and any Deposit held by Provident to the credit of Tenant shall be applied toward payment of the Invoice and any amount thereafter owing shall be paid forthwith by Tenant. Where there is a balance left to the credit of Tenant after payment of the Invoice, the balance of the Deposit shall be returned to Tenant. Where Customer fails to comply with this clause, Customer's obligation to pay Provident for the Services shall continue until Provident has made a final reading and the final Invoice is paid. During the period prior to a new Rental, Customer will receive the Invoices applicable to the Unit, but no reconnection/new account charges apply until the next Rental. Each Tenant hereby consents to the disclosure of his/her/its utility consumption data, including invoices issued by Provident, to the owner of the particular Unit, as determined by Provident from time to time.

7. Customer shall provide written notice to Provident of an intent to sell and/or assign the Unit (a "Disposition") and his/her forwarding address, at least 10 days prior to the date of the Disposition, which notice must also specify the effective date of the Disposition. Customer will arrange for such buyer/assignee to enter into a CSA with Provident in the same form as this Agreement prior to such third party obtaining occupancy of the Unit under which such third party agrees to the terms hereof, including payment of the Charges. Upon the effective date of the Disposition, Provident will complete a final reading for billing purposes. Customer will be mailed a final Invoice within fifteen (15) days of the final reading and any Deposit held by Provident to the credit of Customer shall be applied toward payment of the Invoice and any amount thereafter owing shall be paid forthwith by Customer. Where there is a balance left to the credit of Customer after payment of the Invoice, the balance of the Deposit shall be returned to Customer. Where Customer fails to comply with this clause, Customer's obligation to pay Provident for the Services shall continue until Provident has made a final reading and the final Invoice is paid.

8. Customer acknowledges that Provident is not responsible for the operation or condition of the Metered Utilities and/or electrical or mechanical infrastructure at the Premises (other than the sub-metering system pertaining to the Metered Utilities) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures. Furthermore, the local utility distribution companies and not Provident are responsible and in control of the supply of Metered Utilities to the Premises and/or to the Unit.

9. Customer shall not modify, or permit the modification of any of the downstream piping or appliances from the sub-metering system unless it has provided Provident with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should Customer become aware of any such change or modification by any person, other than Provident and its affiliates and their respective representatives and agents, Customer shall notify Provident forthwith of such modification. In the event that Provident determines that such modification(s) affects the operation of its sub-metering system, Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Provident to complete all related repairs or other work or improvements to such submetering system, and will indemnify Provident for all of its losses incurred in connection therewith. Modifications shall only be undertaken in accordance with applicable laws.

10. In the event that upon a request by Customer for an inspection of the meters in respect of the Unit, Provident determines that the meters did not require any maintenance or repair, Customer agrees to pay for the cost of such inspection performed by Provident, in accordance with the Charges. Customer agrees that neither he/she/they/it, or other residents of the Unit or those allowed to access the Unit and/or the sub-metering system, will directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage the sub-metering system and Customer agrees to indemnify Provident in respect of any losses, costs, expenses or damages caused thereby.

11. Customer shall provide Provident with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of same and the provision of the Services, and will authorize site personnel at the Premises to grant Provident access to the Unit.

12. If Customer fails to pay any Charges, then Provident shall be entitled, upon notice to the Customer, and in addition to any other remedies available to it at law, to disconnect, or limit the delivery of Metered Utilities to the Unit until such time as such Charges are paid in full. Provident shall have no liability whatsoever for any consequences from the disconnection of Metered Utilities due to Customer's failure to pay Invoices in full, or otherwise. Customer acknowledges that non-payment of Invoices may result in a lien being registered against the Unit, as may be provided in the subject condominium documents and the Master Agreement.

13. Provident shall not be in default of the performance of hereunder during any period when Provident is prevented from such performance by reason of any condition or occurrence which is beyond the control of Provident and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. In no event whatsoever shall Provident shall be liable for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill, loss of data 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.

14. No director, officer, shareholder, employee, agent or representative of Provident shall be liable at law to Customer, an occupier of or visitor to the Unit, for any claim arising out of or pertaining to the provision of the Services.

15. Customer consents to: (i) Provident providing consumption and payment information in respect of the Unit to the Owner/Condominium and/or the subject property manager, and otherwise as may be permitted by law; (ii) the collection, use, disclosure and maintenance of personal information of Customer and of occupants of the Unit by Provident, its affiliates or authorized service providers, for the limited purposes of performing the Services and collection of Invoices, and otherwise in accordance with the terms of Provident's Privacy Policy which is available at www.pemi.com; (iii) Provident undertaking a credit reference check of Customer, with the results thereof to be handled by Provident in accordance with the Privacy Policy and applicable laws, (and Customer may contact Provident's Privacy Officer to discuss any question or concerns related to Provident's Privacy Policy or how Customer's personal information is being handled by contacting Provident's Privacy Officer by: email at info@pemi.com, telephone at 416-736- 0630, or mail at 20 Floral Parkway, Concord, Ontario L4K 4R1, Attention: Privacy Officer); Provident, its related parties and/or authorized service providers contacting Customer (including by way of commercial electronic messages) from time to time in respect of other services or wares that may be of interest to Customer and/or information concerning Metered Utilities cost savings and conservation measures to assist in reducing consumption and related costs (and Customer may withdraw such consent on written notice).

16. This agreement may be terminated by Provident upon notice to Customer, in which case Provident may conduct a final reading on the termination date and render a final Invoice in respect of the Services and a reconciliation of the Deposit will be made. This agreement constitutes valid, binding and enforceable obligations of Customer and such enforceability is not dependent upon the enforceability of the Master Agreement and will be binding for the entire term set out in the Master Agreement, until the termination of such term upon the occurrence of any of the specific events of termination specifically set out therein, or in accordance with Section 112 of the Condominium Act.

17. Any notice required or permitted under this agreement may be given by Provident to Customer by ordinary mail sent to the Service Address (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received on the 3rd day following mailing. Where Customer has selected paperless ebilling, Provident shall have the right to deliver notices required or permitted under this agreement electronically and such notice shall be deemed to have been received upon completion of such electronic transmission. Customer shall give any notices to Provident by facsimile transmission to 416-736-4923, ordinary mail (in which case the notice shall be deemed to have been received on the 3rd day following mailing) to Provident Energy Management Inc. 20 Floral Parkway, Concord Ontario, L4K 4R1, or email to customerservice@pemi.com (in which case the notice shall be deemed to have been received on the next business day after transmittal, and provided further that a notice by email shall be deemed to have been received only if an email receipt (maintained by Customer) indicates that the transmission of such notice was successful).

18. In the event that, upon termination of the Master Agreement, a termination payment is stated to be payable thereunder by the Owner/Condominium, Customer agrees to pay Provident, as principal debtor and not as surety, the amount of the termination payment attributable to the Unit, within 15 days of written notice by Provident. Provided however, that such payment shall not be due unless and until the Owner/Condominium has failed to make such payment within 15 days of such payment being due by it.

19. In the event that the Owner/Condominium is a common element condominium corporation, then the term "Premises", when used herein, shall mean the various parcels of tied land relating to such common element condominium corporation.

20. Customer recognizes that Provident is not a consumer of utilities at the Premises. All charges levied by the local distribution companies in a particular billing period are to be fully recovered under the charges for same in the Invoices for the Premises for such billing period, and any shortfall recorded by a reading of the subject meters may be recaptured by Provident in the Invoices by way of a loss adjustment factor.

21. If any provision hereof or its application to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect, subject to such modifications as may be necessary to carry out the provisions and intent hereof.

22. This agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties. Provident may assign any of its rights and obligations under this agreement, and upon such assignment, Provident will be released from any further obligations to Customer hereunder. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to Customer shall be deemed to include all Customers to this agreement. All obligations of Customer hereunder shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on Customer after the date Customer vacates the Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.

23. This agreement, including the Conditions, constitutes the entire agreement between the parties, and Customer acknowledges that there are no representations or undertakings whatsoever, and no alteration or waiver whatsoever of the terms hereof shall be valid unless it be in writing and signed by the parties; provided that Provident may from time to time, amend, replace or otherwise modify the Conditions including the Charges upon notice contained within an Invoice.

CUSTOMER SIGNATURE*

This Agreement is dated as of the:

_____ day of _____ 20 _____

x _____

Primary Account Holder

x _____

Secondary Account Holder (if applicable)