

CONTRACT TO BUY NATURAL GAS FOR A HOME

See [section 2](#) for what different words mean in this Contract.

1 What you are buying and from whom

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| Energy Retailer Information | <p>Canada Energy Wholesalers Ltd. – GM-2020-0137. Canada Energy Wholesalers Ltd. (“Canada Energy”) is not your Gas Utility. We are licensed by the Ontario Energy Board to sell natural gas. Our natural gas licence number is GM-2020-0137.</p> <p>Section 7 tells you how to contact us for different reasons.</p> |
| Your information | <p>Your Name: [NAME] Your E-mail: [EMAIL] Your Telephone: [TELEPHONE]</p> |
| Address of the Home to be supplied under this Contract | <p>[ADDRESS]</p> |
| Contract Price: What you pay for natural gas under this Contract | <p>Type of Contract Price: ___ Fixed Price <input checked="" type="checkbox"/> Variable Price ___ Flat Price ___ Other</p> <p>Your price is the weighted average spot market price of natural gas We purchase for You at the Dawn natural gas hub in Ontario plus your Gas Utility’s transportation and storage rates, plus 1.1432 cents per cubic meter of natural gas.</p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your natural gas bills the Contract Price covers.</p> |
| Other Energy Costs: Charges you will continue to pay to others | <p>The Contract Price is only for part of your total natural gas bill. You will remain responsible for paying other charges to have natural gas delivered to the Home.</p> <p>Section 4.3 tells you more about these other charges.</p> |
| Contract Length | <p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your natural gas from Canada Energy for: ___ 1 year ___ 2 years <input checked="" type="checkbox"/> 5 years ___ Other: _____</p> |
| Contract Start Date | <p>This contract will start on April 1, 2021. The day when you will start to get natural gas under the Contract is later than this day.</p> <p>Section 3.3 tells you how long it should normally take to switch you to the Contract Price for the natural gas used at the Home.</p> |

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| Your right to change your mind | <p>After you enter into this Contract, you have 10 days to change your mind. The Energy Consumer Protection Act gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p>Section 5.1 tells you about your right to change your mind.</p> |
| Your rights to end this Contract | <p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p>Section 5.2 tells you about your rights to end this Contract. Section 5.3 tells you about Cancellation Fees.</p> |
| Our rights to end this Contract | <p>We can end this contract for different reasons.</p> <p>Section 5.4 tells you about our rights to end this Contract.</p> |

2 What words mean in this Contract

“We”, “us” and “our” refer to Canada Energy Wholesalers Ltd. (“Canada Energy”).

“You” and “your” refers to the person whose name is set out beside “[Your Information](#)” in section 1.

“Account Holder” is the person whose name is on the Gas Utility bills for the Home.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for natural gas that you buy from us for the Home.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to the Home. A Gas Utility is also called a distributor or distribution company.

“Home” is the property that is supplied with natural gas under this Contract as shown in section 1.

3 Supply of natural gas and billing

3.1 You are the Account Holder or the Account Holder's spouse or agent

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply natural gas to the Home.

3.2 Enrolling you as a new customer

Before we provide natural gas for the Home, we have to take two steps.

Step one: We must enrol you as a new customer.

Step two: We will ask your Gas Utility to switch you to the Contract Price for the natural gas used in the Home. This switch is a change to the supply arrangement information on your Gas Utility account, and will not interrupt natural gas service to the Home.

You agree that we can act as your agent for the purpose of asking your Gas Utility to switch you to the Contract Price and for the purposes of arranging for the supply of natural gas used in the Home and managing this Contract. You also agree that your Gas Utility can give us information about the gas account for the Home that we need in order to enrol you and to manage this Contract.

3.3 Start date of supply

We will start supplying natural gas to the Home under this Contract after your Gas Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Home under this Contract within 30 days from when the Gas Utility finishes switching you to the Contract Price.

We do not control how fast your Gas Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your natural gas are:

- a. Mistakes in the information we have about you;
- b. If your Gas Utility does not tell us they have done the switch;
- c. If your Gas Utility takes longer than usual to do the switch for any other reason that we cannot control.

3.4 Delivery and billing

Your Gas Utility will continue to deliver natural gas to the Home. They will also continue to read your natural gas meter.

Your Gas Utility will also normally continue to bill you on our behalf for natural gas supplied to the Home under this Contract. Your natural gas bills will be sent to you in accordance with your Gas Utility's usual requirements and schedules for things like billing and payment dates and security deposits.

4 Contract Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all the natural gas used at the Home.

Your agreement to buy from us lasts until the end of the Contract Length. The [Contract Length](#) is shown in section 1.

4.2 Contract Price: What you pay for natural gas under this Contract

You agree that you will pay the Contract Price for the natural gas you buy from us.

The [Contract Price](#) is shown in section 1. It includes:

The price for the natural gas used in the Home. Natural gas use is measured in cubic meters or "m³".

The price for getting natural gas to your Gas Utility (this is called "transportation").

The price for holding on to the natural gas until you need it (this is called "storage").

4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

What you have to pay your Gas Utility to bring natural gas to the Home, except for transportation and/or storage if section 1 shows that these are included in the [Contract Price](#).

Taxes.

4.4 How you pay, deposits, late payments etc.

You pay us for the natural gas delivered to your Home by paying the gas bills issued by your Gas Utility. Our charge for your natural gas is a line item on this bill.

We do not require a deposit but you will have to comply with the deposit policy of your Gas Utility.

We do not charge any interest or penalties for late payments but your Gas Utility may do so according to its policy.

5 Ending the Contract

5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If you move out of the Home for good.
2. If this contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you
 - b. If you are not the Account Holder or the Account Holder’s spouse or agent
 - c. If we did not follow the Ontario Energy Board’s consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.

5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case we can charge you a Cancellation Fee (see [Section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

5.3 Cancellation Fees

There is no cancellation fee if you end this Contract.

5.4 We can end this contract if...

We can end this contract for different reasons:

1. Your Gas Utility does not process this Contract and allow us to deliver natural gas to you.
2. If prior to the [Contract Start Date](#) we do not collect enough customers to make a sufficiently large customer "pool" as determined by us.
3. If the structure of the natural gas pricing system in Alberta and/or Ontario changes.
4. You do not make your natural gas payments on time.
5. You sign another agreement for natural gas supply to your home.
6. You breach this agreement.

5.5 Early Exit Fees

There are no early exit fees for this Contract.

6 Transferring the Contract

You require our written permission in order to transfer this contract. We may transfer this contract to another gas marketer licensed by the Ontario Energy Board without your permission.

7 How to Contact Us...

7.1 If you have a complaint or question

E-mail: processing@canadaenergy.ca

Mail/Courier: 1155 North Service Road West, Suite 11, Oakville, ON, L6M 3E3

Fax: 905-847-2986

Telephone: 1-866-647-8363 (toll free) OR 905-847-8363

7.2 To renew or extend this Contract

E-mail: processing@canadaenergy.ca

Mail/Courier: 1155 North Service Road West, Suite 11, Oakville, ON, L6M 3E3

Fax: 905-847-2986

Telephone: 1-866-647-8363 (toll free) OR 905-847-8363

7.3 To change your mind or end this Contract

E-mail: processing@canadaenergy.ca

Mail/Courier: 1155 North Service Road West, Suite 11, Oakville, ON, L6M 3E3

Fax: 905-847-2986

8 Making changes to this Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

9 How to Cancel this Contract

To cancel this contract you must send us written notice. You may not cancel this contract by phone. Written notice can be delivered by mail, courier, fax or e-mail.

10 Our communications with you

You agree to allow us to send you by e-mail, text and phone, updates regarding the savings you have earned under this agreement and information on this and any of our other savings programs.