Term	Definition
activation notice	Email notification from GBE sent to *capacity market participant* during the *obligation period*, as a follow-up to a *standby notice*, instructing the *capacity market participant* to meet their *capacity obligation* during the specified hours within the *availability window*.
activation period	Period within the *availability window* during which a *capacity market participant* has been notified through an *activation notice* by GBE to meet its *capacity obligation*.
aggregator	A *person* who is not a *direct participant* and has or will have User Rights over more than one *contributor capacity auction resource* and aggregates such contributor *capacity auction resources* for the purposes of participating in the GridShare *NWA program*.
auction offer period	Defined time period within the *auction period* when *capacity auction participants* can submit their *capacity auction offers*.
auction capacity	The amount in megawatts of electricity available to be provided to the GBE-controlled grid, by *capacity market participants* in association with a *capacity auction* for a particular *target area*.
auction period	With respect to a *capacity auction* for a particular *target area*, the length of time commencing with the opening of the window during which *capacity auction participants* can register, submit *capacity auction offers*, execute a *participant agreement* with GBE, and finishing at the time at which GBE publishes auction results.
auction registration period	Defined time period within the *auction period* when *capacity auction participants* can register in the *GridShare NWA program*.
availability window	The hours in an *obligation period* during which *capacity auction resources* are required to be available to provide *auction capacity* for a particular *target area*.
baseline consumption	A calculated value based on the average consumption (MW) during the past 20 *regular business days* by a *capacity market participant*, against which GBE will measure if the *capacity market participant* has met their *capacity obligation* and derive the *delivered capacity* for the *activation period*.
business day	Any day other than a Saturday, a Sunday or a holiday as defined in section 88 of the Legislation Act of Ontario.
capacity auction	An auction operated by the GBE to acquire *auction capacity*.
capacity auction clearing price	The price ($/MW-day) at which a *capacity auction* clears for an *obligation period* for a particular *target area*.
capacity auction offer	An offer(s) from a *capacity auction participant*, in the form of a *price-quantity pair(s)*, to provide *auction capacity* through a *capacity auction resource* for an applicable *obligation period*, reflecting the amount of *auction capacity* that the *capacity auction participant* can reliably and responsibly provide if received as a *capacity obligation*.

Term	Definition
capacity auction participant	A *person* or entity that is authorized to participate in a *capacity auction* and submit *capacity auction offers*.
capacity auction reference price	The maximum price ($/MW-day) GBE is willing to pay for the *auction capacity*. The *capacity auction reference price* is directly associated with the *capacity auction reference capacity* in creating the *demand curve*.
capacity auction resource	A *demand response resource* utilized by a *capacity auction participant* to satisfy a *capacity obligation*.
capacity dispatch charge	A charge to the *capacity market participant*, based on their inability to meet 85 percent of their *capacity obligation* during an *activation period*.
capacity incentive payment	A variable payment for every hour of activation above the *contracted monthly activations* as stated in the *participant agreement*, during the *obligation period*.
capacity incentive payment price	The fixed price ($/MWh) paid to the *capacity market participant* if they are activated for more than the *contracted monthly activations* for a particular *target area* per the *participant agreement*.
capacity market participant	A *capacity auction participant* with a *participation agreement*.
capacity obligation	The amount of *auction capacity* that a *capacity market participant* is required to provide from a particular *capacity auction resource* during each hour of the *availability window* of an *obligation period*, during each instance of the *contracted monthly activations*.
capacity obligation charge	A charge to the *capacity market participant*, based on their inability to meet 85 percent of their *capacity obligation* during any test activation or during two or more *activation periods* in the same month.
capacity obligation payment	A fixed payment for every *business day,* based on the *capacity auction clearing price* and the *capacity market participant's capacity obligation* for a particular *target area,* during the *obligation period*.
claim	A complaint, claim, demand, suit or cause of action in contract, in tort, equity, under a law, or otherwise.
connection point	The electrical connection point between an hourly demand response resource and the GBE's *distribution system,* where the electricity is withdrawn from or injected into the GBE's *distribution system*, and is associated with the *meter number*.
contracted monthly activations	Number of activations for a particular *target area* beyond which a *capacity incentive payment becomes* applicable.
contributor	An existing GBE customer with a *meter number* that owns one or more *hourly demand response resources* and has entered into a legally binding agreement with an aggregator, pursuant to which it provides the *aggregator user rights* over its hourly demand response resource(s) for the purposes of participating in the *capacity auction*.

Term	Definition
customer account	Has the meaning in Section 4.1 of the *program rules*.
delivered capacity	Means, for any given hour, the minimum capacity of *electricity* (MW), as calculated by GBE in its sole discretion acting reasonably, derived from data from *capacity market participant's* meter and having regard to *capacity market participant's baseline consumption* for such hour as determined by GBE.
demand curve	A curve used in the auction clearing process representing GBE's willingness to procure different quantities of capacity at different prices.
demand response resource	A demand-side resource that commits to reducing electricity consumption during specific hours when called upon by GBE or *aggregator*.
direct participant	A *person* that participates in the GridShare *NWA program* directly and not as an *aggregator*.
distribution system	A system connected to the IESO-controlled grid for distributing electricity at voltages of fifty (50) kilovolts or less, and includes any structures, equipment or other things used for that purpose, provided that a *distribution system* shall be deemed not to include any equipment controlled by the IESO pursuant to the Distribution System Code.
electricity	Electric energy, measured in kWh unless expressly stated otherwise.
emergency activation notice	Email notification from GBE sent to *capacity market participant* during the *obligation period* for a particular *target area*, without a preceding *standby notice*, instructing the *capacity market participant* to meet their *capacity obligation* during the specified hours within the *availability window* - sent to meet emergency grid constraints.
emergency activation payment price	The fixed price ($/MWh) paid to the *capacity market participant* if they are activated during an *emergency activation period* per the *participant agreement*.
emergency activation period	Period within the *availability window* during which a *capacity market participant* has been notified through an *emergency activation notice* by GBE to meet its *capacity obligation*.
emergency activation payment	A variable payment for every hour of activation that the *capacity market participant* responds to following an *emergency activation notice* for a particular *target area*, during the *obligation period*.
FIPPA	The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31.

Term	Definition
governmental authority	The Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any person acting under the authority of any *governmental authority*.
GridShare NWA program	Has the meaning given in Section 1 of the *program rules*.
IESO	The Independent Electricity System Operator of Ontario established under Part II of the *Electricity Act, 1998*, or its successor.
laws	(i) applicable Canadian federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes; (ii) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, *governmental authority* or other person having jurisdiction; (iii) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a *governmental authority*; (iv) any requirements under or prescribed by applicable common law; (v) the Retail Settlement Code, the Distribution System Code, and any other codes issued by the OEB from time to time that are binding on the *capacity auction participant*, a contributor, or GBE.
maximum number of hours per activation	The maximum number of consecutive hours during which a *capacity market participant* can be required to meet its *capacity obligation* for a particular *target area* in response to a single *activation notice* issued by GBE.
meter number	The number of the meter of the hourly *demand response resource* that is registered for the purposes of the capacity auction, which number is assigned by GBE and associated with a single GBE customer account.
MFIPPA	The *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c. M.56.
obligation period	The period of time for which a *capacity market participant* is required to fulfill its *capacity obligation* for a particular *target area*.
OEB	The Ontario Energy Board, or its successor.
outage	Temporary unavailability of a *capacity auction resource* to meet its *capacity obligation* for a particular *target area* during the *availability window*.

Term	Definition
participation agreement	A contractual agreement executed between GBE and a *capacity auction participant* whose *capacity auction offer* has cleared the *capacity auction*. The agreement would contain the terms and conditions of both GBE's and the *capacity market participant*'s obligations during the term of the agreement in reference to the *GridShare NWA program*.
party	(i) with respect to the *participation agreement*, any one of the *capacity market participant* and GBE, and GBE and the *capacity market participant* are collectively referred to as the parties; and(ii) with respect to the *program rules*, any one of the *capacity auction participant* and GBE, and the GBE and the *capacity auction participant* are collectively referred to as the parties.
person	A natural person, First Nation that is a "band" as defined in the *Indian Act*, RSC 1985, c. I-5, co-operative, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, *governmental authority* or other entity of any kind.
pre-auction report	Has the meaning in Section 2 of the *program rules*.
price-quantity pair	A price ($/MW-day) and an associated quantity (MW) that complete a *capacity auction offer*.
program rules	The rules governing the *GridShare NWA program* may be amended in accordance with its terms from time to time.
registration	Refers to a registration for the *Grid Share NWA program*, which process must be completed via the *web-portal*.
regular business day	A *business day*, where the *capacity market participant* was not activated under the *GridShare NWA program*.
sensitive information	Means all information contained in a *capacity auction offer*, provided by or obtained from a *capacity auction participant* or *capacity market participant* in connection with the *GridShare NWA program* that is not otherwise publicly available.
standby notice	Email notification from GBE sent to *capacity market participant* during the *obligation period* for a particular *target area*, indicating that there is a potential requirement for activation during the next *availability window*.
target area	Means, with respect to a particular *capacity auction*, the area electrically connected to the transformer station or group of transformer stations identified for that area in the *pre-auction report*.
target auction capacity	The maximum *auction capacity* (MW) GBE is targeting to procure in the current *obligation period* for a particular *target area*. The target auction capacity is directly associated with the *capacity auction reference price* in creating the *demand curve*.

Term	Definition
termination	With respect to a registration, means the termination, rejection, discharge and release of the registration (whether complete or incomplete) and all rights of the *capacity auction participant* (if any), and all obligations of GBE (if any) to the *capacity auction participant*, in respect of or arising out of the *GridShare NWA program*.
User Rights	With respect to a *capacity auction resource* that is registered in the *GridShare NWA program*, ownership and operational control, or in absence of ownership and operational control, a contractual right broad enough to permit the *capacity auction participant* to use the *capacity auction resource* in such a manner to meet the requirements of the *GridShare NWA program* and, if applicable, the *participation agreement*, which rights shall include but are not limited to, access rights, the right to use the *capacity auction resource* to participate in the *NWA program* and the right to allow GBE to use and share the meter data from the *capacity auction resource* for the purposes of the *GridShare NWA program*.
website	GBE's *capacity auction* website at https://www.GridS2-GridShare.com or such other website as GBE may designate from time to time.
Unsuccessful Activation Period	A *capacity market participant* is deemed to have an *unsuccessful activation period*, if during any hour of an *activation period* of the *contracted monthly activation* periods, or during a test activation period, the *capacity market participant* fails to deliver at least 85% of its *capacity obligation*.

1. Capacity Auction Participant Eligibility Requirements

To be eligible to register, a *capacity auction participant*:

a. must be an existing GrandBridge Energy (GBE) customer with an active GBE customer account (a "*customer account*") for registration purposes, or, if an *aggregator*, the aggregated resource is comprised of existing GBE customers;

b. if not an *aggregator*, must have a *customer account* that is:

   i. in the Energy+ Inc. or Brantford Power Inc. Rate Zone;

   ii. in one of the GS 50-999 kW, GS 1,000-4,999 kW, or Large Use service classifications. This program is not open to individual residential customers; and

   iii. in good standing as determined solely by GBE.

c. if an *aggregator*, must have more than one *contributor*, each with a *customer account* that is:

   i. in the Energy+ Inc. Or Brantford Power Inc. Rate Zone;

   ii. is in any service classification; and

   iii. is in good standing as determined solely by GBE.

d. must be a corporation (with or without share capital), co-operative, partnership, or limited partnership;

e. must be solvent and have sufficient financial capability to perform its obligations under the *participation agreement*; must be registered or otherwise qualified to carry on business in the Province of Ontario;

f. must have a *registered bank account*;

g. must have the requisite power to enter into a *participation agreement* and to perform its obligations under the *participation agreement*;

h. must have *user rights* over each *capacity auction resource*;

i. may only register once during the *auction registration period*, unless the prior registration has been formally withdrawn and de-registered; and

j. if an *aggregator*, must have *user rights* over two or more *capacity auction resources* owned by a *contributor*.

2. Capacity Auction Participant Ineligibility

To be eligible to register, *capacity auction participants*:

a. must not be a natural person, sole proprietorship, trust, joint venture or other type of unincorporated association;

b. must have no bankruptcy, insolvency, reorganization, receivership, seizure, realization, arrangement or other similar proceedings pending against or being contemplated by the *capacity auction participant*, or to the knowledge of the *capacity auction participant*, threatened against the *capacity auction participant*; or

c. must not be GBE or any of GrandBridge Corporation, GrandBridge Group Inc., or GrandBridge Solutions Inc.

3. Capacity Auction Resource Eligibility Requirements

Capacity auction participants may register multiple *capacity auction resources* under their registration. To be eligible to register, each *capacity auction resource*:

1. must be a *DR or BTM DER resource* (a "*permitted resource*");

2. must connect directly to GBE's at (A) a single *connection point* associated with a feeder originating from either (I) Preston TS, Galt TS, or MTS#1 (GridShare North), or (II) Brant TS, Brantford TS, or Powerline MTS (GridShare South), or (B) multiple *connection points* provided that the *capacity auction participant* has obtained the written consent of GBE, acting in its discretion, prior to registering such *capacity auction resource*;

3. must be capable of meeting a *capacity obligation* of at least 25 kW and no more than the *target auction capacity* (i.e., as a single facility or as *an aggregated resource);*

4. *must have achieved its in-service date;*

5. must have a valid *meter number* that is registered under the *capacity auction participant's GBE customer account* or, if an *aggregator*, under the *contributor*'s *GBE customer account*;

6. be capable of providing capacity for four (4) consecutive hours at any time once during each a*vailability window*; and

7. have revenue-quality metering connected to the *distribution system* and approved and verified by Measurement Canada and GBE as usable for billing purposes on an hourly or sub-hourly basis.

4. Capacity Auction Resource Ineligibility

Capacity auction resources are not eligible to participate in the *capacity auction* if they are a resource that:

a. is the subject of a contract with a licensed *electricity* retailer with respect to its *electricity* requirements in GBE's service area, provided however, that these criteria will be waived by GBE upon the entering into of an agreement between GBE and the *electricity* retailer, the form of which is attached hereto as Appendix G – Electricity Retailer Waiver;

b. is the subject of an existing contract relating to the generation or storage of *electricity,* conservation or demand management of e*lectricity,* or other form of contract, including a net-metering contract, or unit sub-metering contract relating to *electricity* (an "*existing contract*"), unless otherwise consented to by GBE in writing;

c. has not achieved its *in-service date*;

d. is not in compliance with all *laws;*

e. is a registered facility in the *IESO-administered markets*, which restriction shall apply during the *obligation period*;

f. uses coal as a fuel source to meet the *capacity obligation*;

g. has the same c*onnection point* as another *demand response resource* that has already been registered in the *capacity auction*, unless that *demand response resource* has been formally withdrawn and de-registered from the *capacity auction*;

h. is the subject of rate regulation by the OEB pursuant to the *Ontario Energy Board Act, 1998*;

i. is electrically connected to more than one *connection point*, either to a *distribution system* or to the *transmission system*, unless the *capacity auction participant* has obtained the consent of the GBE to have multiple *connection points*;

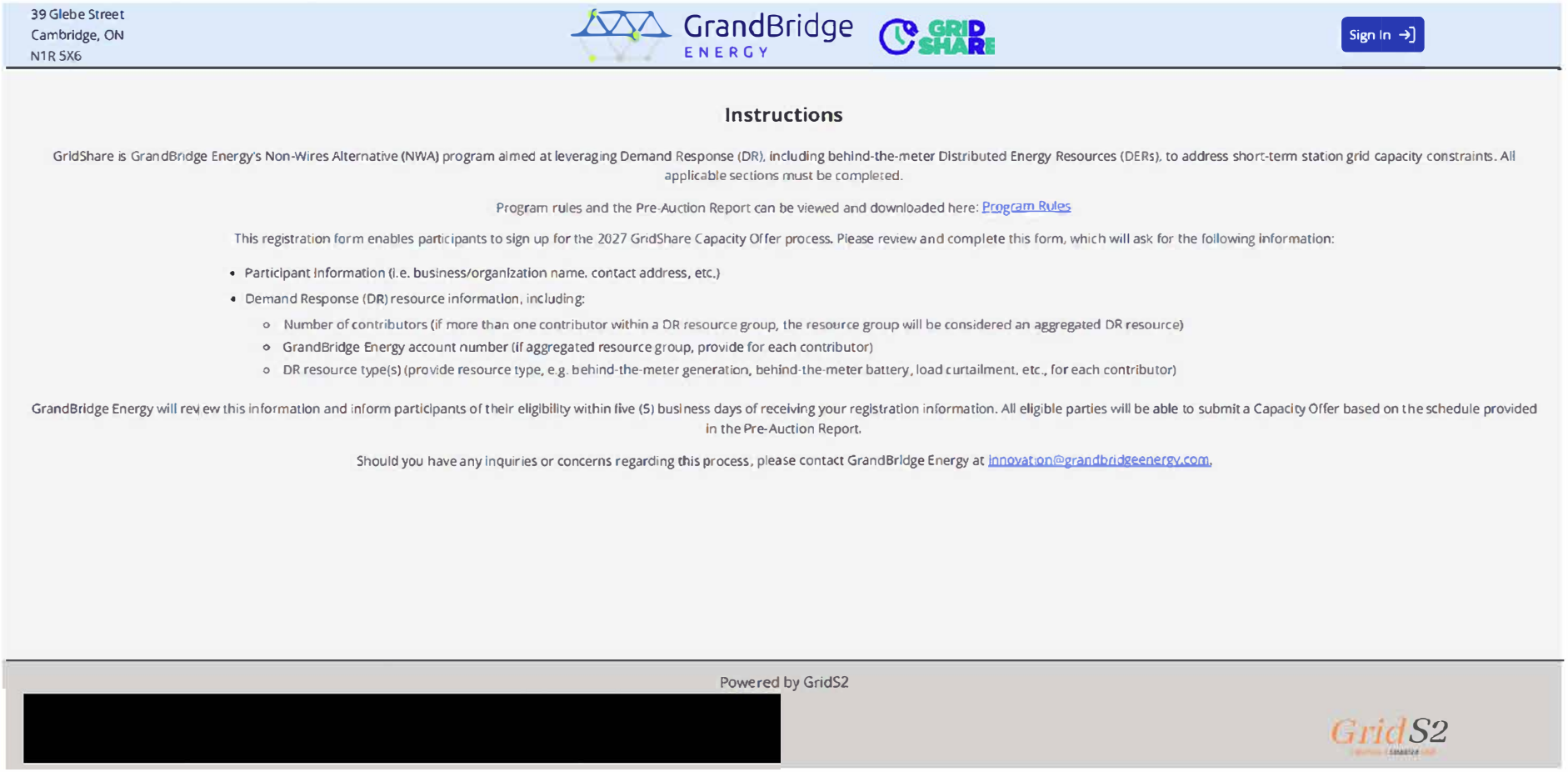
j. is in respect of an energy efficiency resource; or

k. has received funding from a *governmental authority* or GBE that is directly or indirectly related to *electricity*, unless otherwise consented to by GBE in writing.

This document will provide you examples of how to register your resources.

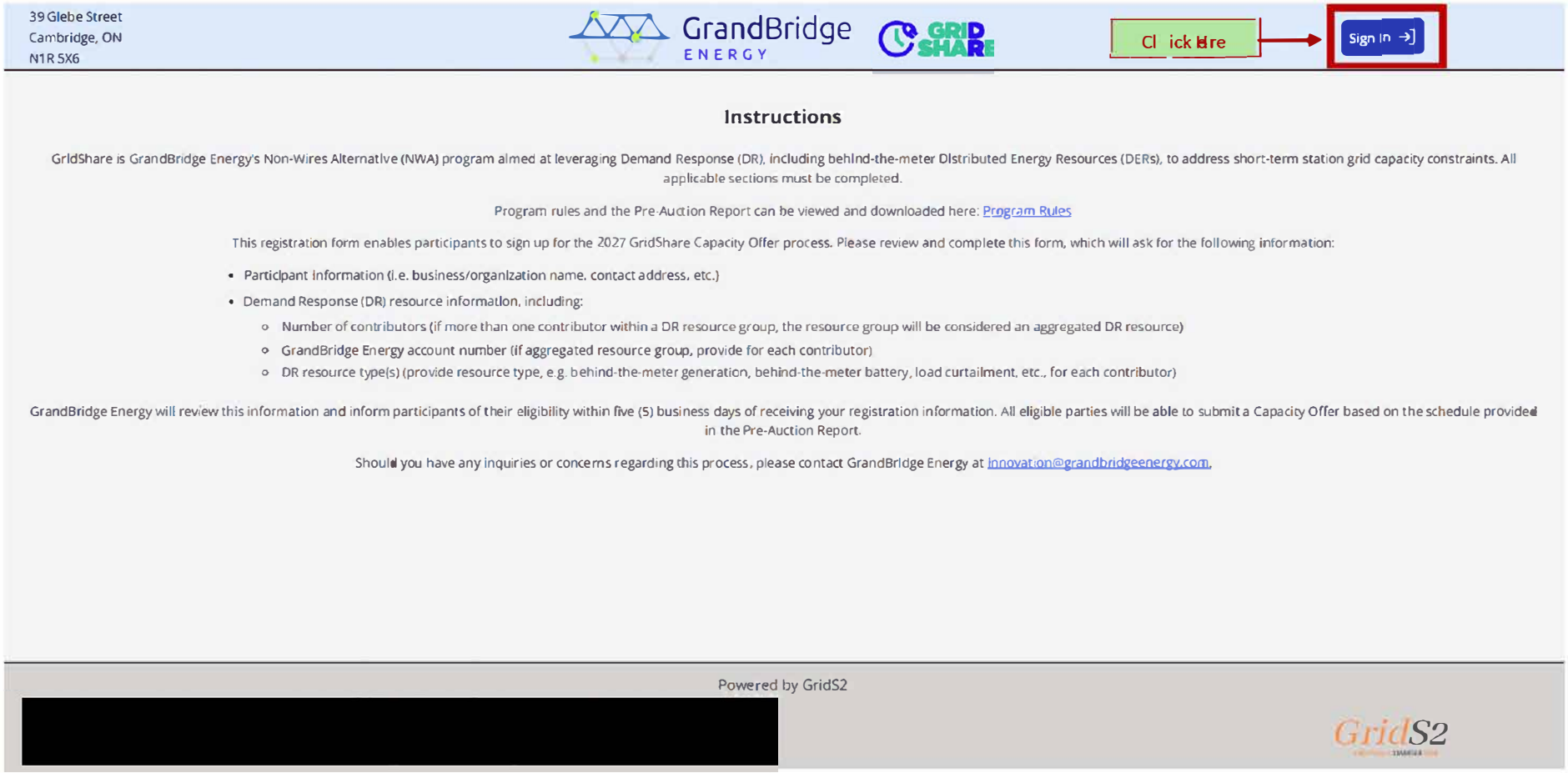
Step 1: Visit https://www.GridS2-GridShare.com

On clicking the above URL, or typing the address in your preferred browser, you will be greeted by the following landing page



Step 2: Click on the "Sign In" button to create an account

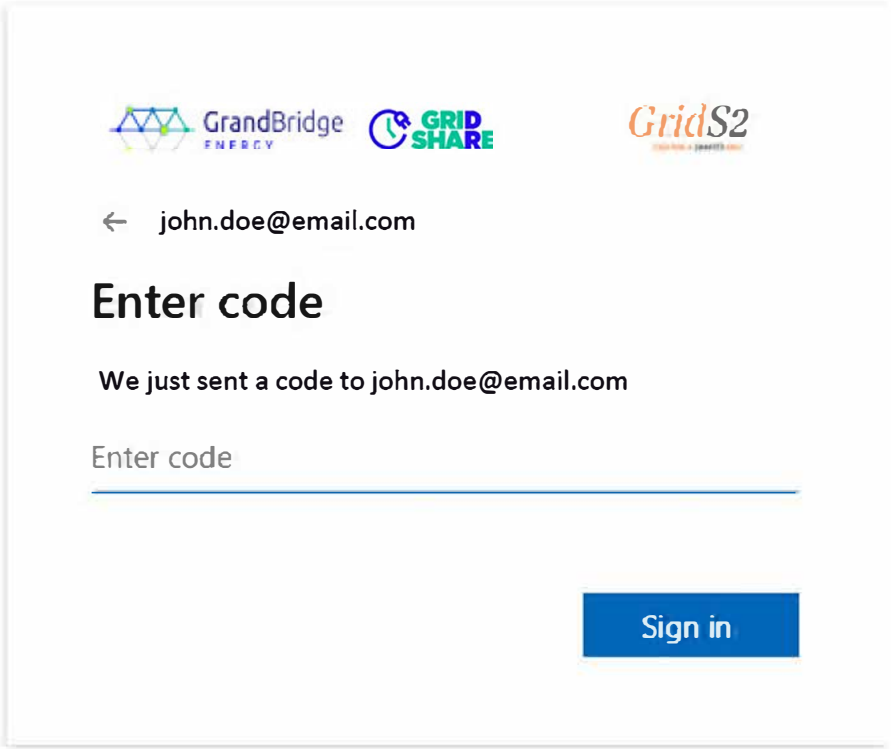
Clicking on the "sign in" button will take you the user verification page



Step 3: Sign In with your email address

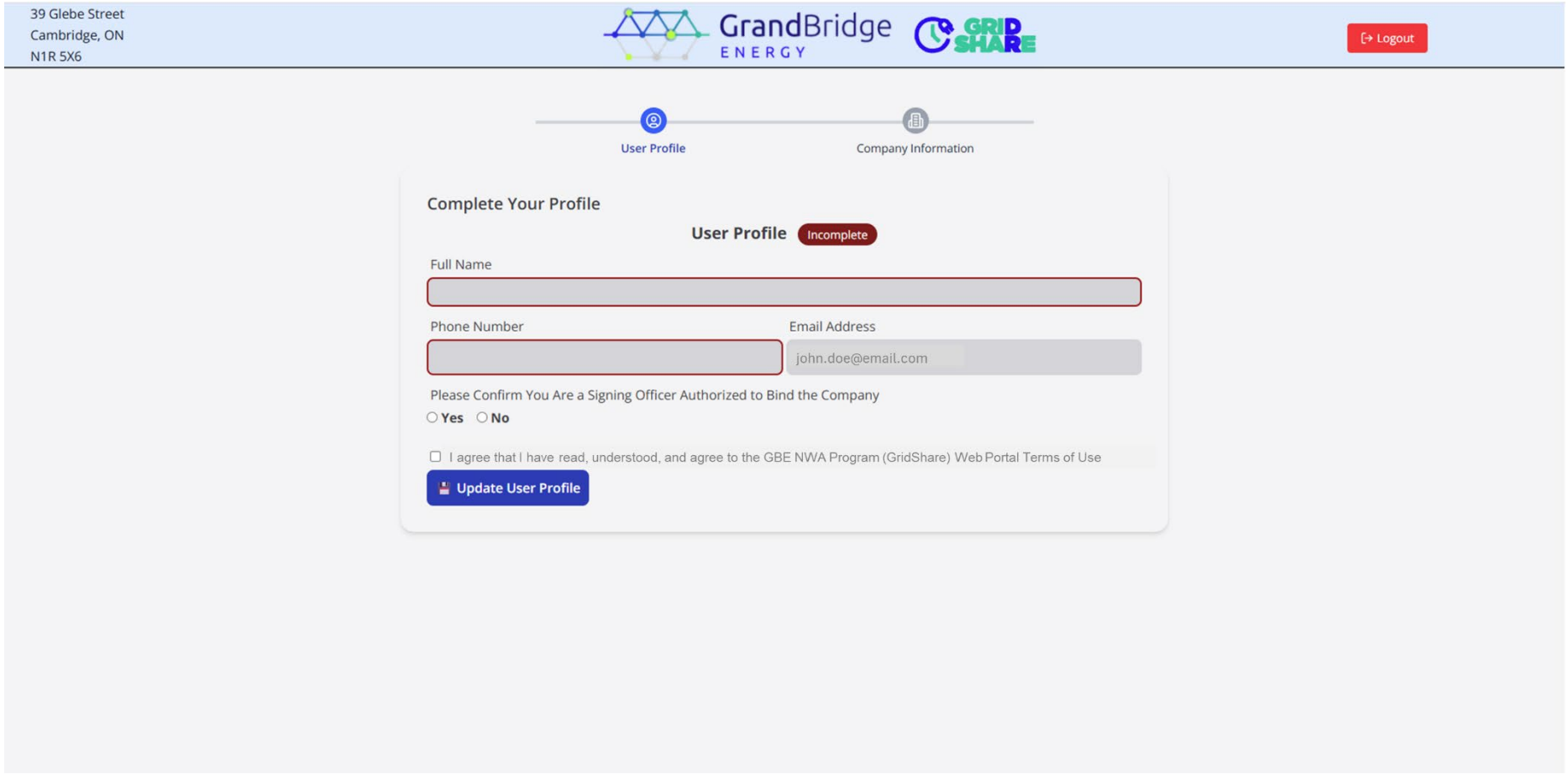
At the sign-in page, enter your email address to receive a code for signing in.





Step 4: Set up your user profile

The first time you sign-in, you will be asked to provide user details as shown below.



Step 5: Set up organization profile

After creating a user profile, you will be asked to provide details for your organization as shown below.

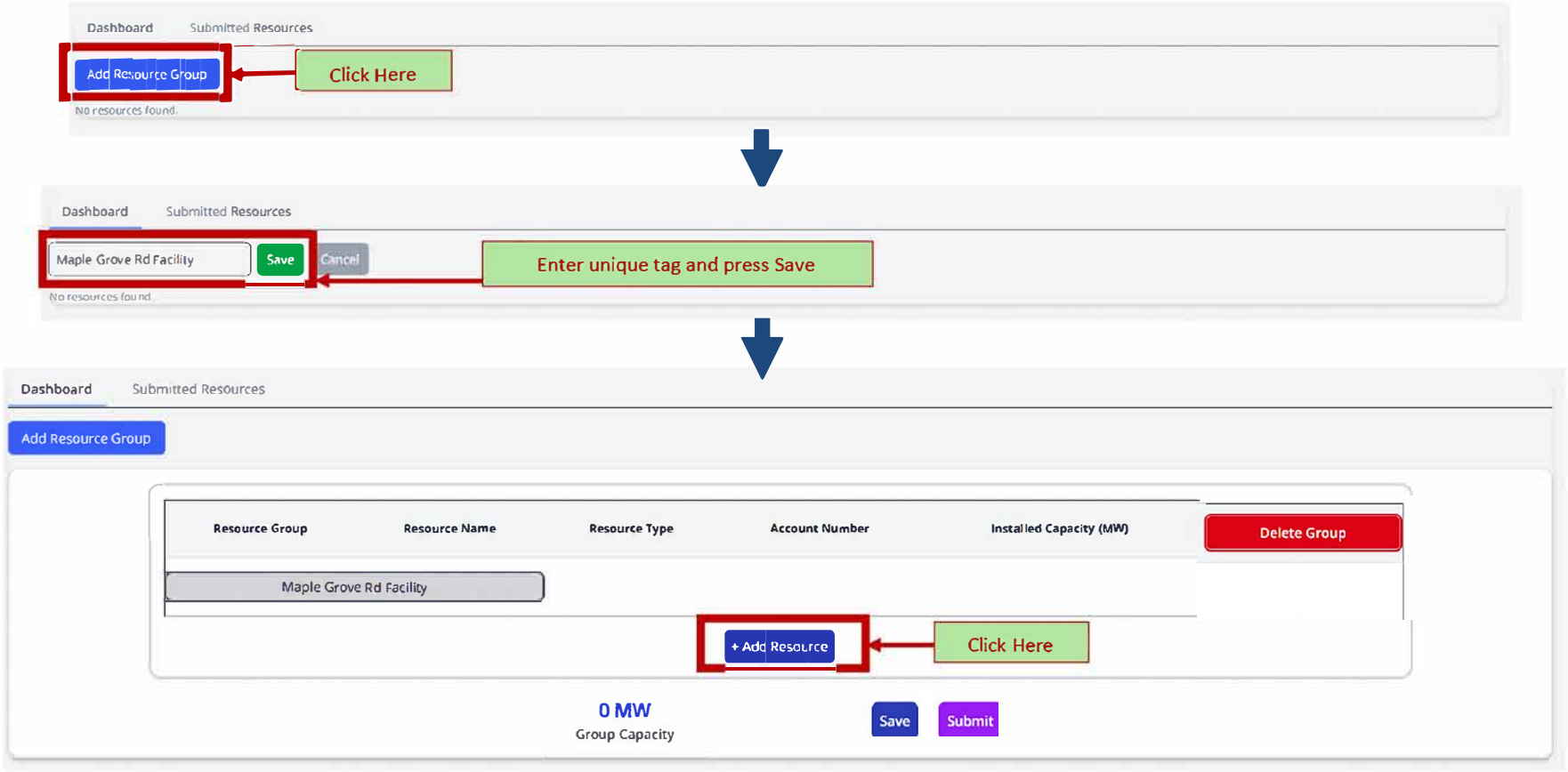


Step 6: Add Resources

Once logged in, you will see 2 tabs – Dashboard and Submitted Resources:

Dashboard Tab: Allows you to add, modify, delete resource information, and, during Offer Period to add, modify and delete, the offer laminations (see Appendix D for more details on submitting offers). Below are the steps to add resources for GBE approval:

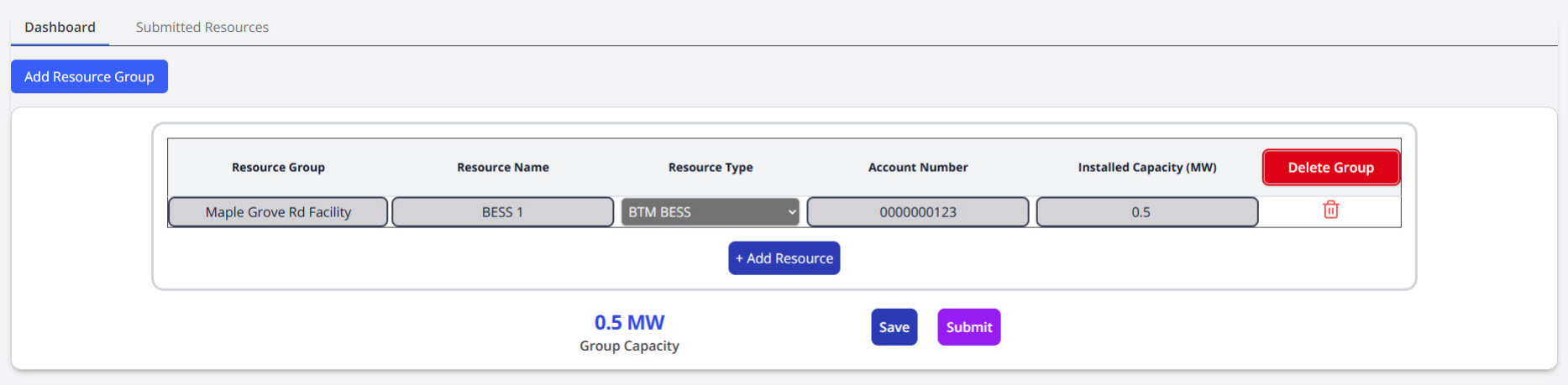
Step 6a: Add a resource group – this must be done to add both individual resources, as well as aggregated resources.



Step 6b: Add resource(s)

i. for **individual resources** - add resource information:

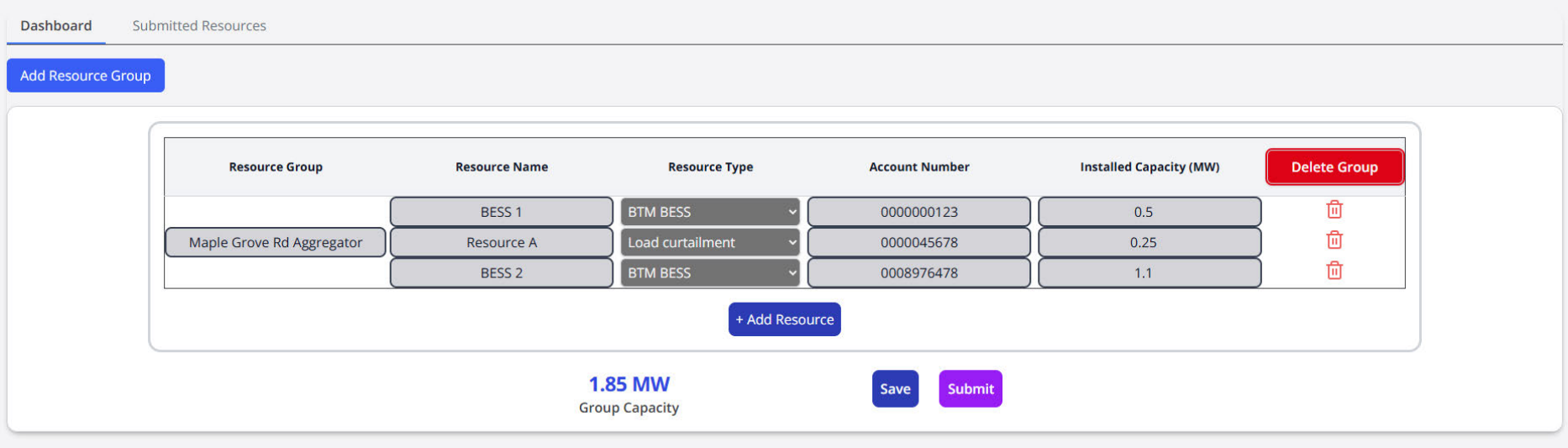
- Resource Name: Unique tag for the resource – to be determined by participant
- Resource Type: Type of resource – to be selected from available list of resources
- Account Number: Participant's GBE customer account number
- Installed Capacity: Nameplate capacity of the resource being registered in MW



Note: For individual resources, installed capacity must be 0.025 MW or higher

ii. for **aggregated resources** - add resource information:

- Resource Name: Unique tag for every resource in the aggregated group – to be determined by participant/aggregator
- Resource Type: Type of resource – to be selected from available list of resources
- Account Number: Unique GBE customer account number for each resource being registered
- Installed Capacity: Nameplate capacity of each resource being registered in MW

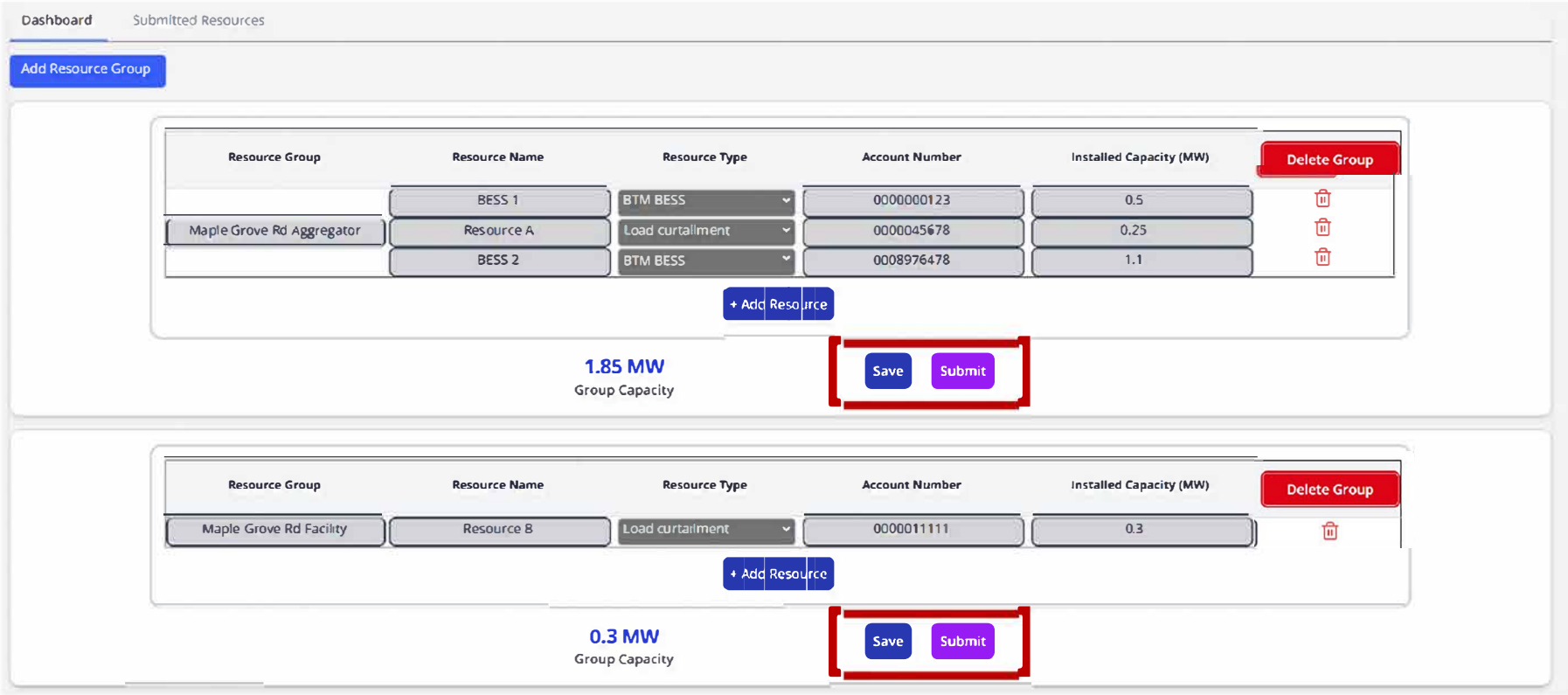


Note: For aggregated resources, group capacity must be 0.025 MW or higher

Step 6c: Save or Submit Resource Group

i. **Save Button**: will save resource group information and will be available for edits during future logins, but will not submit it to GBE for approval

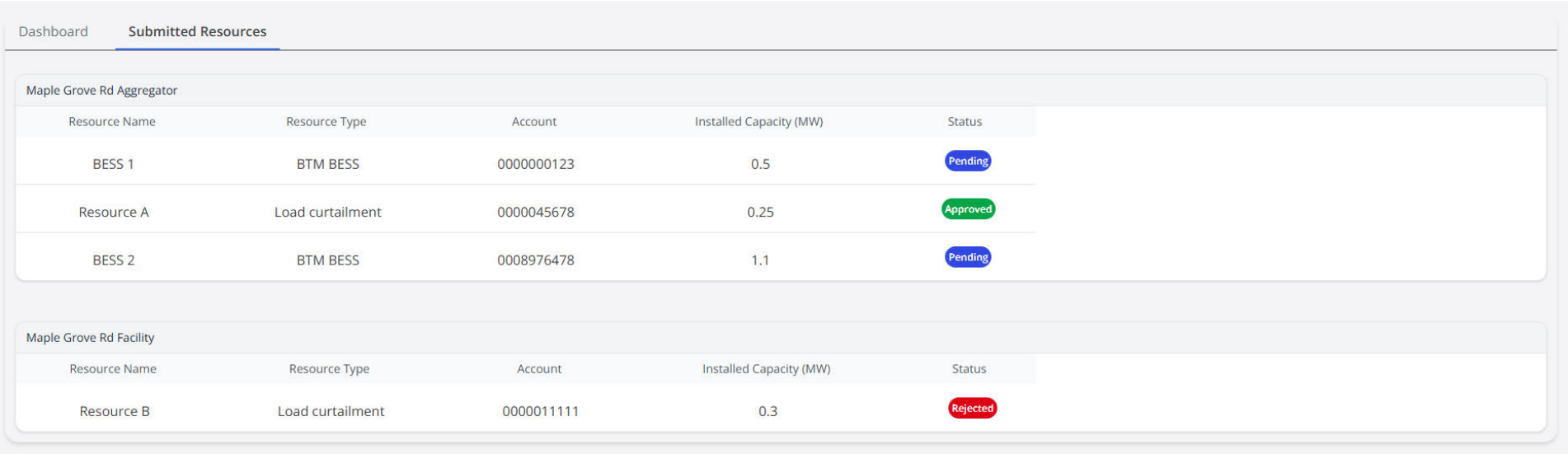
ii. **Submit Button**: will submit resource group information for GBE approval. Submitted resource information can also be edited up till the offer period ending date – but only the last submitted resource group information will be used by GBE for approval & selection.



Note: For more than one (1) Resource Group - Save and Submit buttons must be pressed for each Resource Group

Submitted Resources Tab: Allows you to the see status of submitted resources. The Resource Status column can have the following values:

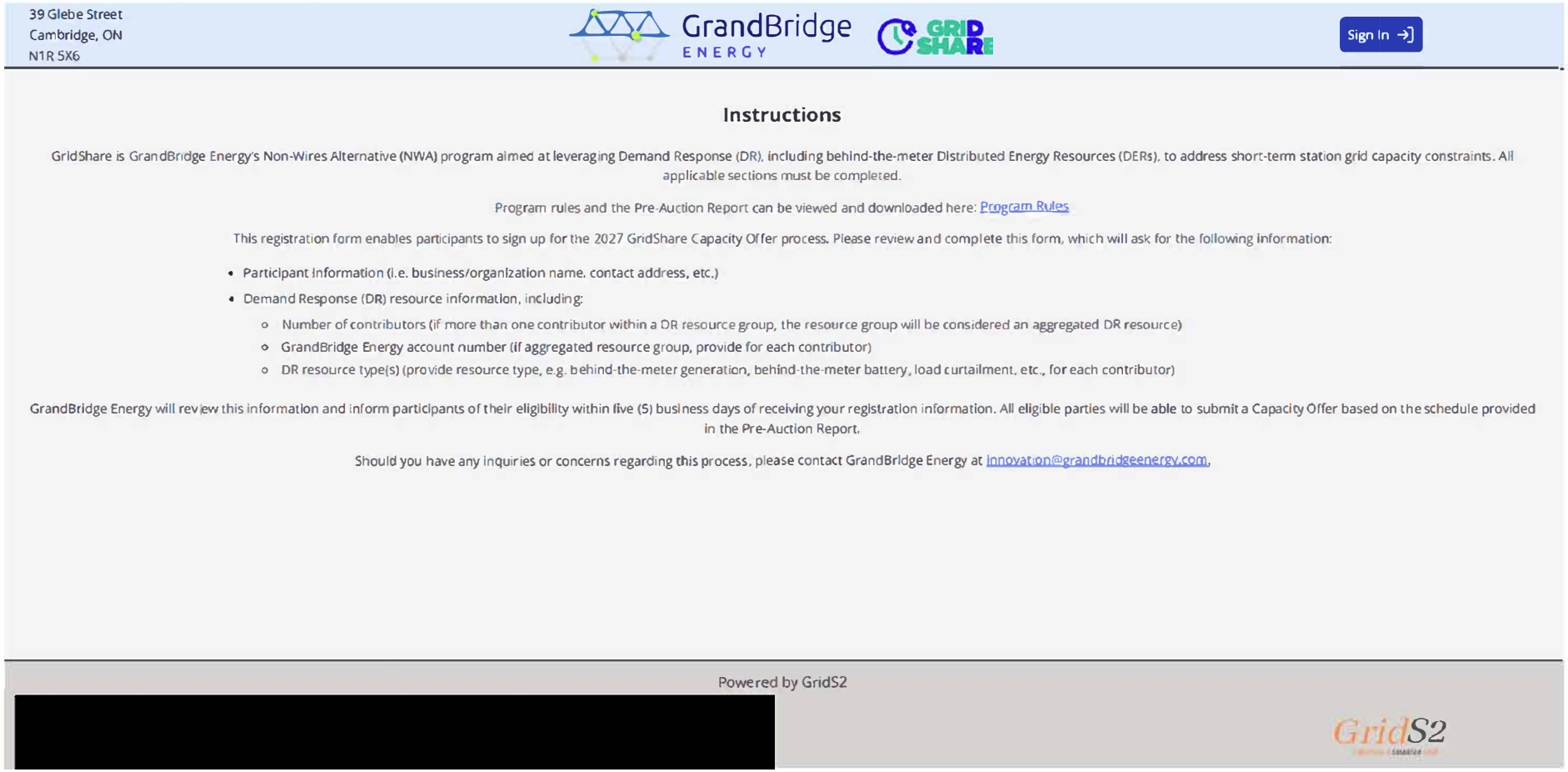
- **Pending**: The resource information is awaiting review by GBE
- **Approved**: GBE has reviewed the information for the resource provided and has approved the resource
- **Rejected**: GBE has reviewed the information for the resource provided and has rejected the resource. The rejection can be due to incorrect information filled out, for example, if the account number is wrong.



This document will provide you examples of how to register your resources.

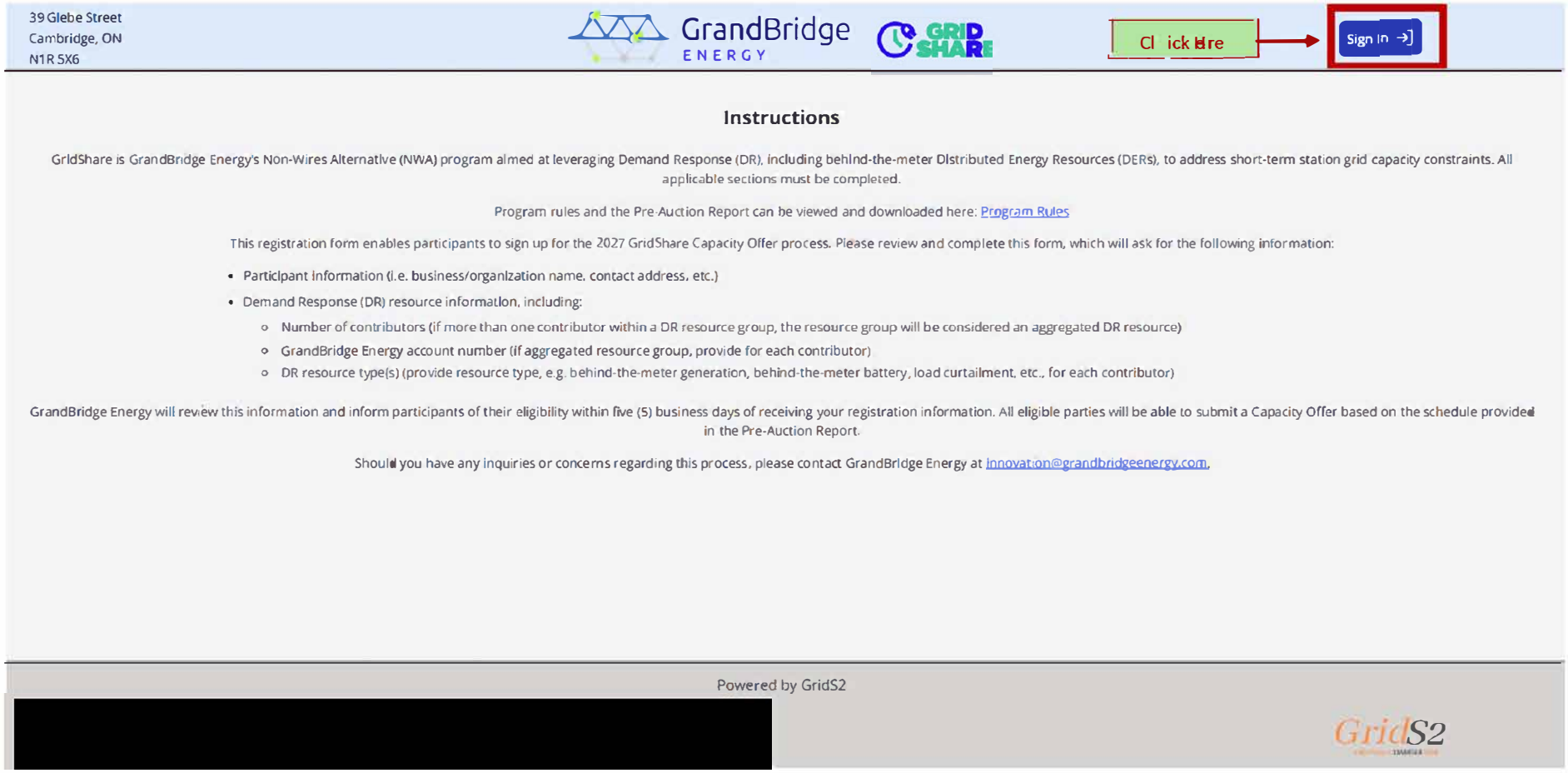
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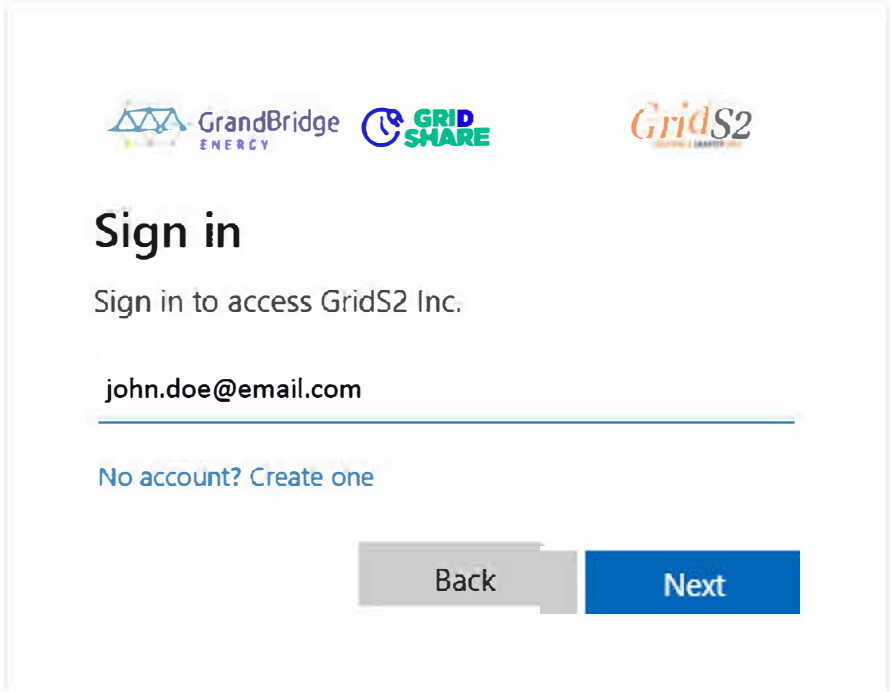
Step 2: Click on the "Sign In" button to login to your account

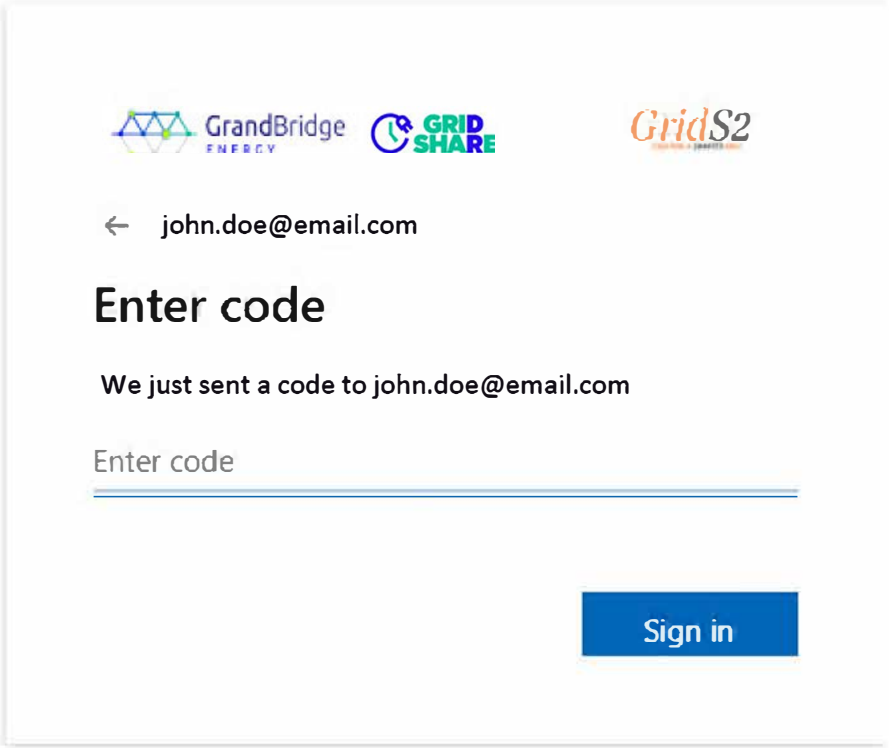
Clicking on the "sign in" button will take you the user verification page



Step 3: Sign In with your email address

At the sign-in page, enter your email address to receive a code for signing in.

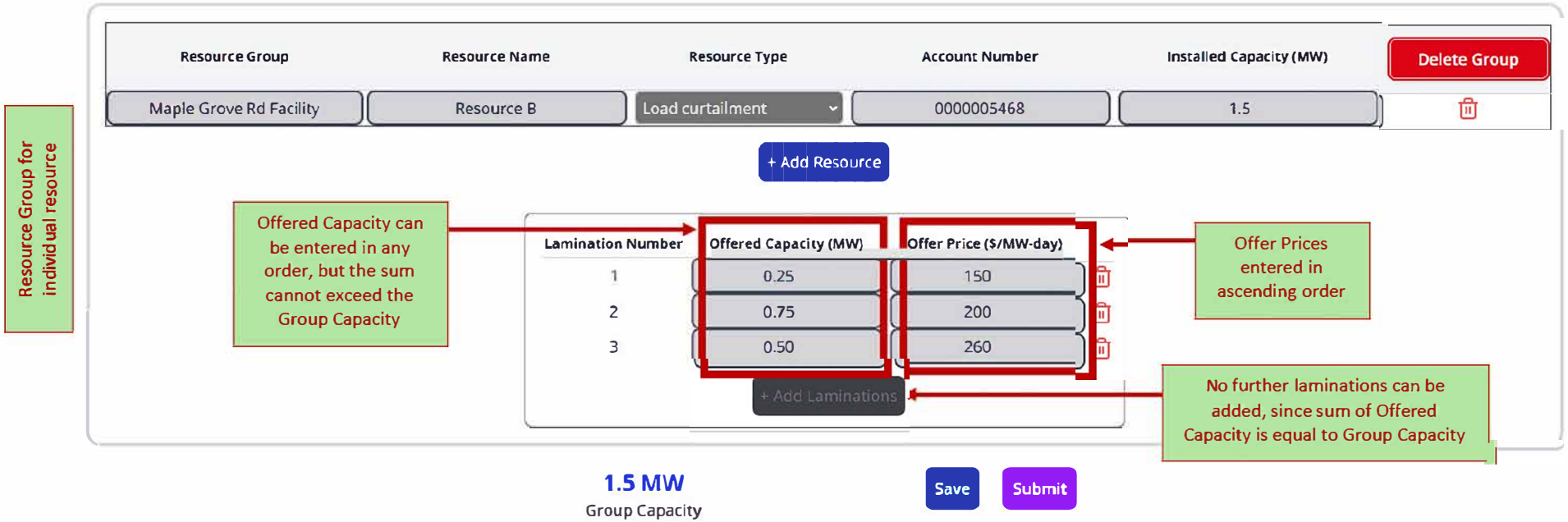




Step 4: Enter Offer Laminations

During the bidding period, an Offer Lamination Table will become available under each Resource Group – for both individual Resources and Aggregated Resources. The following information is contained in each Lamination Table:

- Lamination Number: sequential number – automatically assigned by the portal
- Offer Capacity: the capacity in MW, which you are offering as part of the lamination. This capacity must be less than, or equal to the Group Capacity.
- Offer Price: the offer price in $/MW-day at which you willing to offer the respective offer capacity for the lamination. Price laminations must be offered in ascending order, i.e. the price offered for a particular lamination must be equal to, or higher than, the price offered in the preceding lamination.



Resource Group for aggregated resources

Resource Group	Resource Name	Resource Type	Account Number	Installed Capacity (MW)	Delete Group
	BESS 1	BTM BESS	0000000123	0.5	
Maple Grove Rd Aggregator	Resource A	Load curtailment	0000045678	0.25	
	BESS 2	BTM BESS	0008976478	1.1	

+ Add Resource

Lamination Number	Offered Capacity (MW)	Offer Price ($/MW-day)
1	0.75	100
2	1.00	200

+ Add Laminations

1.85 MW
Group Capacity

Save Submit

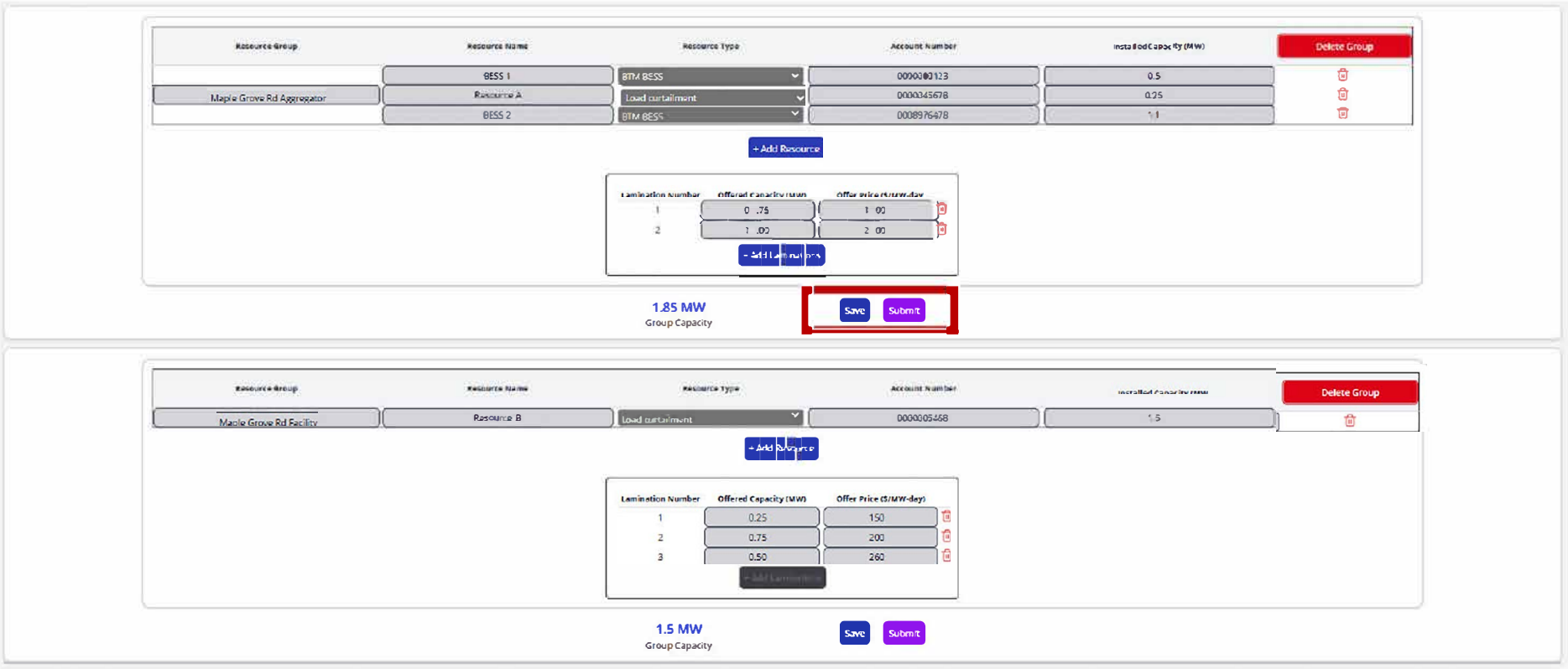
Note:

- *Offer values should be $1 or higher.*
- *During the Offer Period, lamination table can be completed irrespective of the status of the resource(s) within the resource group*
- *During the Offer Period, changes can be made to the resource information irrespective of the status of the resource(s) within the resource group. This would change the Resource Status to Pending. GBE will review the updated resource information, and change the status based on the review. Offer Laminations for any resources that are rejected during the offer period, will not be considered for selection.*

Step 5: Save & Submit Offer Laminations

i. **Save Button**: will save any changes made to the offer lamination table and resource information, and will be available for edits during future logins, but will not submit it to GBE for approval & selection.

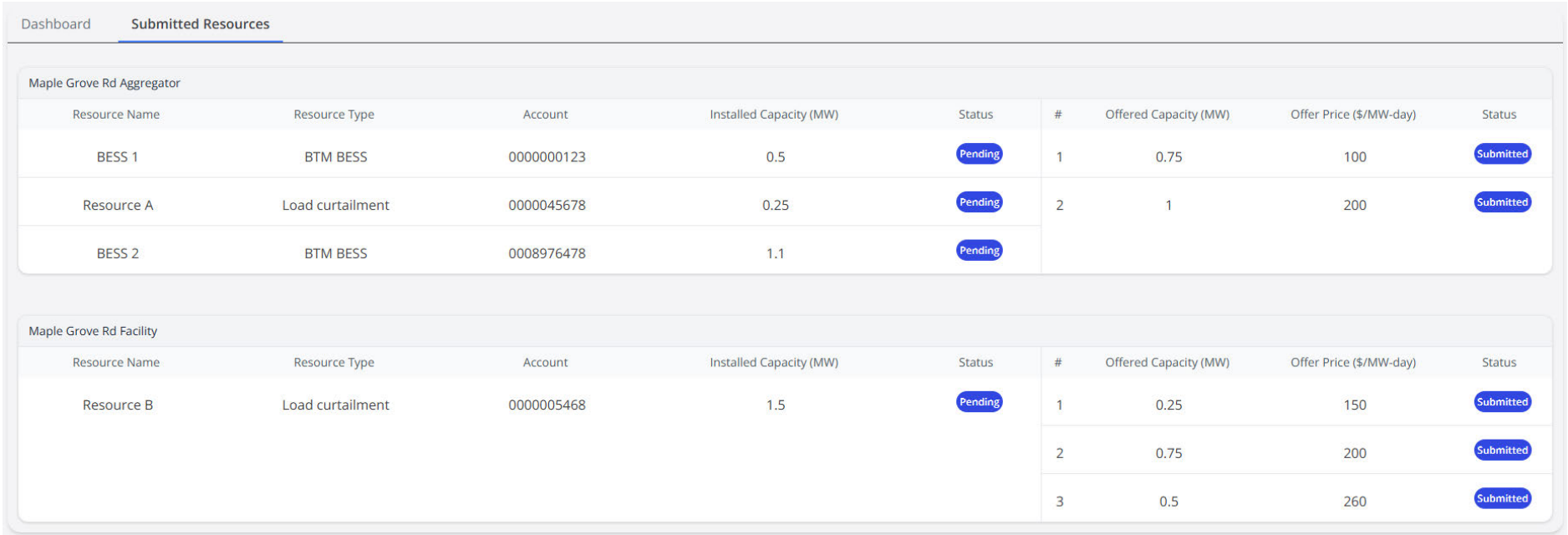
ii. **Submit Button**: will submit the offer lamination table and any updates for the resource information for GBE's approval & selection. Submitted information can be edited up till the offer period ending date – but only the last submitted resource group information will be used by GBE for approval & selection.



Step 6: Review Status

Submitted Resources Tab: Allows you to see the status of submitted offers. The Offer Status column can have the following values:

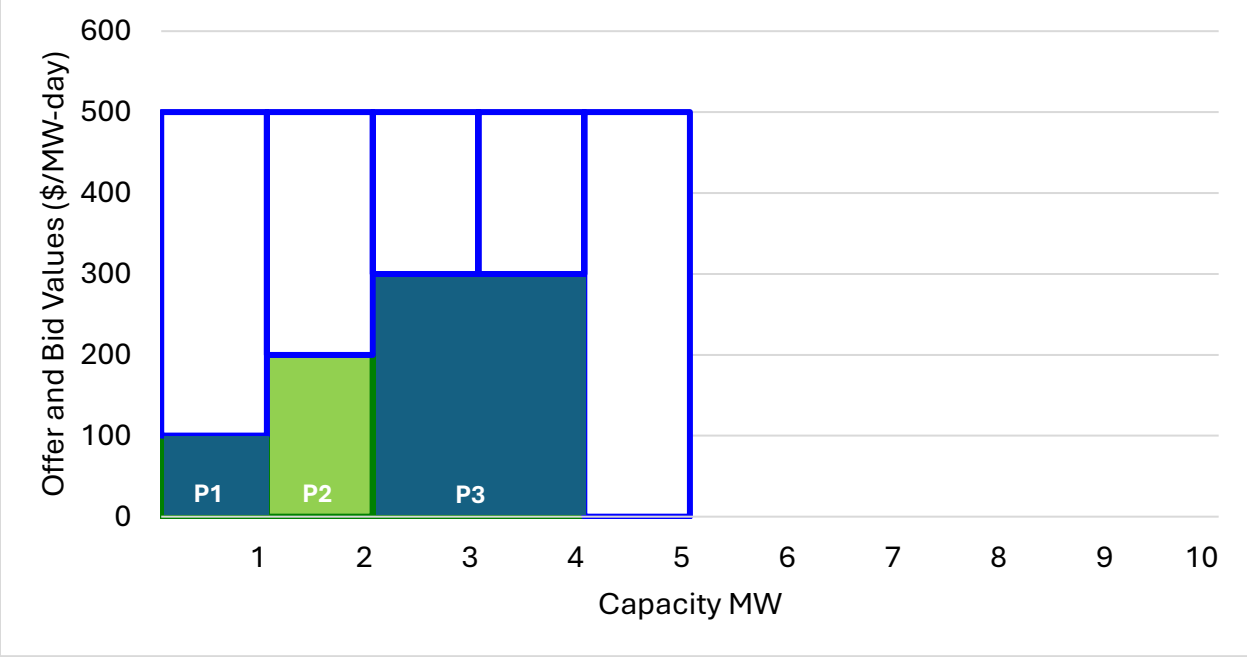
- **Submitted**: the lamination information has been submitted and awaiting review by GBE
- **Selected in Full:** the complete resource capacity offered in the price lamination was selected
- **Selected in Part:** partial resource capacity offered in the price lamination was selected
- **Not Selected:** resource capacity offered in the price lamination was not selected



Case 1: Supply < Demand

Target Capacity **5 MW**
Capacity Auction Reference Price **$500/MW-day**

Capacity Auction Participant	Resource Capacity (MW)	Capacity Offer ($/MW-day)	Selection Status
P1	1	100	Selected
P2	1	200	Selected
P3	2	300	Selected

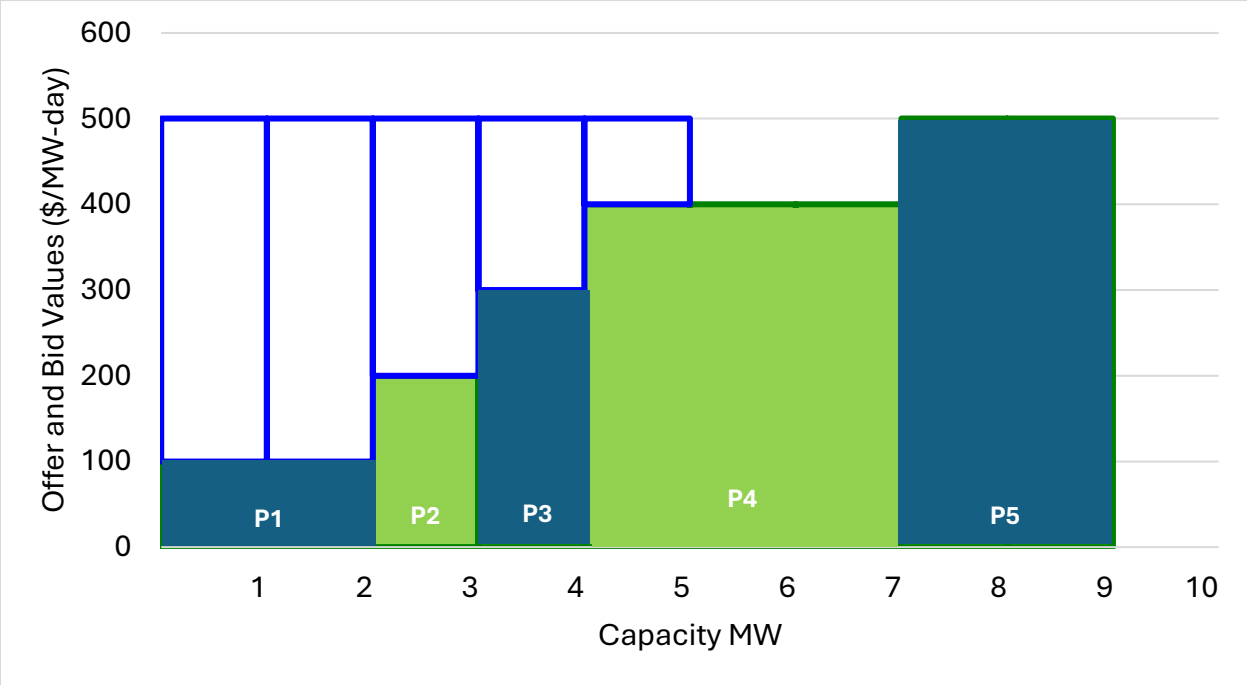


Auction Clearing Price = $500/MW-day, Procured Capacity = 4 MW

Case 2a: Supply > Demand

Target Capacity **5 MW**
Capacity Auction Reference Price **$500/MW-day**

Capacity Auction Participant	Resource Capacity (MW)	Capacity Offer ($/MW-day)	Selection Status
P1	2	100	Selected
P2	1	200	Selected
P3	1	300	Selected
P4	3	400	Partially Selected
P5	2	500	Not Selected

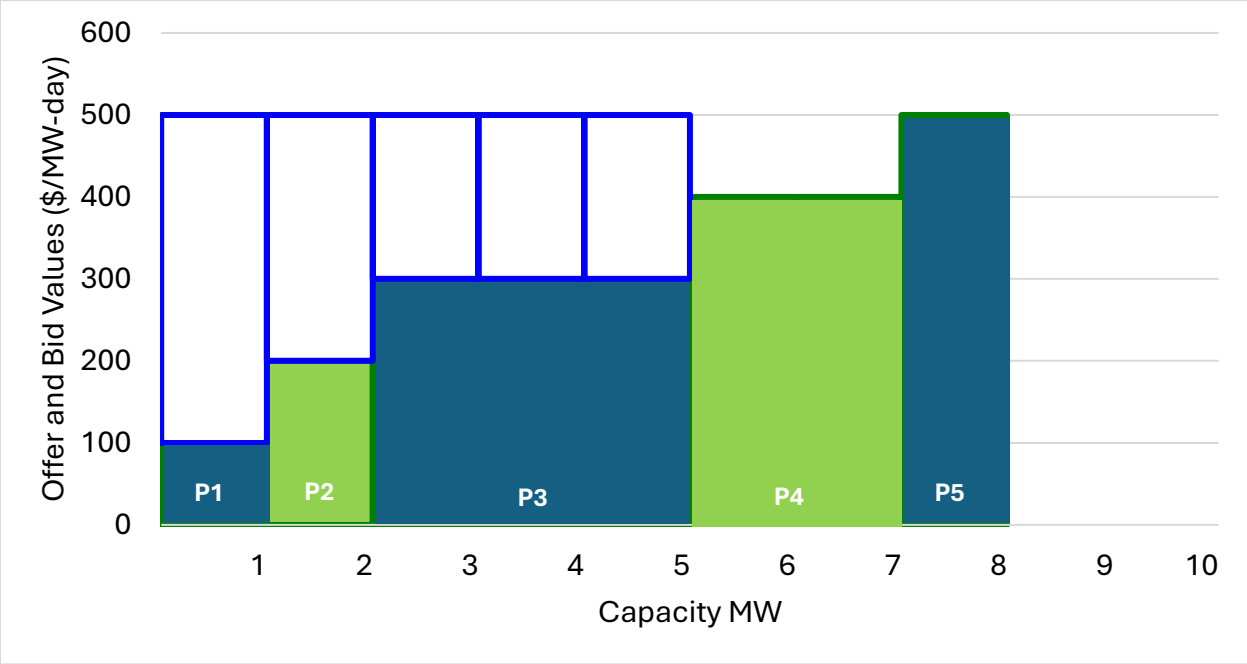


Auction Clearing Price = $400/MW-day, Procured Capacity = 5 MW

Case 2b: Supply > Demand

Target Capacity **5 MW**
Capacity Auction Reference Price **$500/MW-day**

Capacity Auction Participant	Resource Capacity (MW)	Capacity Offer ($/MW-day)	Selection Status
P1	1	100	Selected
P2	1	200	Selected
P3	3	300	Selected
P4	2	400	Not Selected
P5	1	500	Not Selected

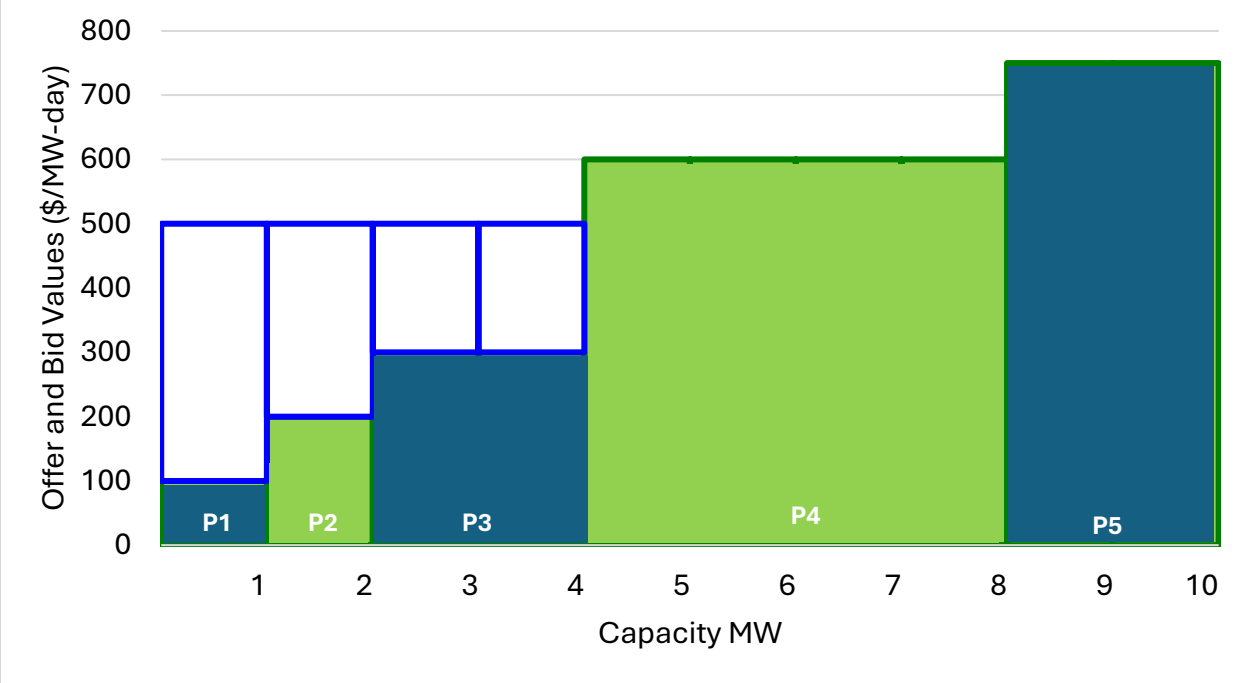


Auction Clearing Price = $300/MW-day, Procured Capacity = 5 MW

Case 2c: Supply > Demand

Target Capacity **5 MW**
Capacity Auction Reference Price **$500/MW-day**

Capacity Auction Participant	Resource Capacity (MW)	Capacity Offer ($/MW-day)	Selection Status
P1	1	100	Selected
P2	1	200	Selected
P3	2	300	Selected
P4	4	850	Not Selected
P5	2	1000	Not Selected

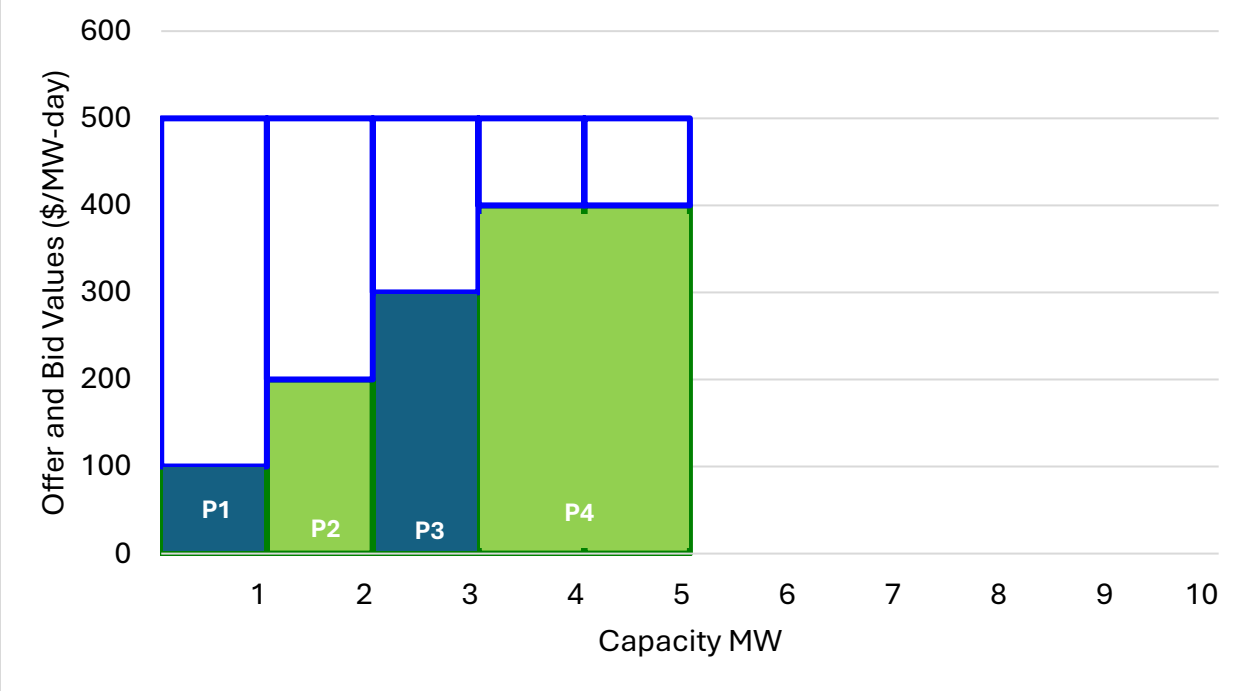


Auction Clearing Price = $500/MW-day, Procured Capacity = 4 MW

Case 3: Supply = Demand

Target Capacity	**5 MW**
Capacity Auction Reference Price	**$500/MW-day**

Capacity Auction Participant	Resource Capacity (MW)	Capacity Offer ($/MW-day)	Selection Status
P1	1	100	Selected
P2	1	200	Selected
P3	1	300	Selected
P4	2	400	Selected



Auction Clearing Price = $400/MW-day, Procured Capacity = 5 MW

GrandBridge Energy Inc.'s Non-Wires Alternative Program ("NWA Program" or "GridShare Program")

Participant Agreement

(Direct Participants)

Version [2.0]

GrandBridge Energy Inc. NWA Program

Participant Agreement (Direct Participants)

This NWA Program Participant Agreement (Direct Participants) (this "**Agreement**") is dated this _____ of _____, 20__, and is between GrandBridge Energy Inc., a corporation incorporated under the laws of Ontario ("**GBE**") and _____ **[PARTICIPANT NAME]**, a [corporation incorporated] under the laws of [Ontario] ("**Participant**").

RECITALS:

1. GBE has implemented a contractual load reduction Non-Wires Alternative program (the "**NWA Program**"), which aims to alleviate capacity constraints and enhance grid resiliency by leveraging local resources, including by incentivizing Participants to reduce load during peak hours, promoting the use of distributed energy resources such as solar, battery storage, and smart energy solutions to displace load, and conducting Capacity Auctions to ensure cost-effective procurement of demand response and distributed energy resources capacity.

2. Participant has registered, and GBE has accepted Participant's registration, to participate in the NWA Program pursuant to the Program Rulebook.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GBE and Participant (together the "**Parties**" and each a "**Party**") hereby agree as follows:

ARTICLE 1
Definitions and Interpretation

1.1 Definitions. Capitalized terms will have the meaning given to them in Schedule D unless otherwise noted.

1.2 Headings. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.3 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.5 Entire Agreement. Except as expressly set out in Section 1.6, this Agreement (including the schedules and exhibits referred to herein, which are incorporated by reference) supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and all of which become null and void from the date of this Agreement.

1.6 Other Agreements: Notwithstanding Section 1.5, this Agreement is in addition to all other written agreements (including and any terms and conditions applicable to the Portal) between the Parties (collectively "**Other Agreements**"). Nothing in this Agreement amends or otherwise affects any Other Agreement. If there is any conflict or inconsistency between this Agreement and any Other Agreement, then this Agreement will take priority and govern regarding the subject matter of this Agreement and the Other Agreement will take priority and govern regarding the subject matter of the Other Agreement.

1.7 Waiver, Amendment. Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement will be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will it constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

1.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.9 Time.

(a) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by including the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

(b) Any reference to time in this Agreement is a reference to the 24-hour clock and with reference to the Portal, will be read to the millisecond (HH:MM:SS:mm).

(c) Daylights savings will not be observed for the purposes of this Agreement and references to time are in Eastern Standard Time (EST).

1.10 Laws and regulations. Unless otherwise expressly stipulated, any reference in this Agreement to a statute or to a regulation, code or rule promulgated under a statute or to any provision of a statute, regulation, code or rule or to any other Laws will be a reference to the statute, regulation, code, rule, provision or Laws as amended, re-enacted or replaced from time to time.

ARTICLE 2
Activation Periods

2.1 Activation Periods. Subject to the provisions of this Agreement, GBE may require Participant to provide the Capacity Obligation at any time during an Availability Window for a period of no more than four (4) consecutive hours (an "**Activation Period**"). GBE will not initiate more than one (1) Activation Period per day. Each Activation Period in a calendar month during the Obligation Period above the Contracted Monthly Activations will be subject to an incentive payment as set out in Section 5.1(b).

2.2 Standby Notices.

(a) **General.** Prior to an Activation Period, GBE will notify Participant of GBE's intention to initiate the Activation Period by providing to Participant an email notice (using the email address provided by Participant in Participant's registration for the NWA Program). GBE will issue a Standby Noticeno later than 7:00am (EST) on the day of the Activation Period (a "**Standby Notice**"). GBE may, but is not required to, issue more than one (1) Standby Notice per Activation Period. For certainty, GBE may issue a Standby Notice on any day, including any day that is not a Business Day.

(b) **No Reliance on Other Notices.** GBE may post a Standby Notice to the Portal or send a Standby Notice to Participant by SMS text message. Participant acknowledges that any Standby Notice posted to the Portal or sent by SMS text message is provided to Participant by way of courtesy only, and that Participant should not rely upon the Portal or SMS text message to receive Standby Notices.

(c) **No Reliance on Information.** The Standby Notice may, but is not required to, specify the anticipated time of commencement of the Activation Period or the anticipated duration of

the Activation Period. Participant acknowledges that any information in a Standby Notice is provided to Participant for courtesy only, and the actual details regarding an Activation Period may be subject to change. Participant is not entitled to rely upon any information contained in a Standby Notice regarding an Activation Period.

(d) **No Guarantee of Activation Period.** Participant acknowledges that GBE does not guarantee that an Activation Period will follow the issuance of a Standby Notice, and that GBE in its discretion may elect not to initiate an Activation Period after issuing a Standby Notice.

2.3 Activation Notice.

(a) **General.** GBE will notify Participant of the commencement of an Activation Period by providing to Participant an email notice using the email address provided by Participant in Participant's registration for the NWA Program) no later than two (2) hours prior to the commencement of an Activation Period (an "**Activation Notice**"). The Activation Notice will specify the time that the Activation Period will commence, the duration of the Activation Period, and any other information that GBE deems as relevant to the Activation Notice. GBE may, but is not required to, issue more than one (1) Activation Notice per Activation Period. GBE will not issue an Activation Notice in respect of an Activation Period unless GBE has previously issued a Standby Notice in respect of the Activation Period.

(b) **No Reliance on Other Notices.** GBE may post an Activation Notice to the Portal or send an Activation Notice to Participant by SMS text message. Participant acknowledges that any Activation Notice posted to the Portal or sent by SMS text message is provided to Participant by way of courtesy only, and that Participant should not rely upon the Portal or SMS text message to receive Activation Notices.

2.4 Capacity Obligation.

(a) **Obligation to Provide.** Subject to Section 2.4(b), Participant will provide the Capacity Obligation promptly upon commencement of an Activation Period in accordance with the restrictions and requirements of the applicable Activation Notice.

(b) **Monthly Activation Period Maximum.** Notwithstanding Section 2.4(a), if Participant has provided the Capacity Obligation in respect of two (2) Activation Periods (excluding any Activation Periods initiated pursuant to Section 2.5) during a calendar month, then Participant will not be required to provide the Capacity Obligation in respect of any additional Activation Periods ("**Additional Activation Periods**") in the calendar month.

(c) **Non-Performance Event.** If Participant fails to provide all or any portion of the Capacity Obligation in respect of an Activation Period (a "**Non-Performance Event**"), Participant may be ineligible to receive the applicable Monthly Payment to which Participant was otherwise entitled in accordance with Article 5.

(d) **Notice of Non-Performance.** If, at any time prior to the commencement of an Activation Period, Participant becomes aware that Participant will or is reasonably likely to be unable to provide the Capacity Obligation, Participant will promptly provide a notice of Participant's non-performance to GBE (by email in accordance with Section 12.2) that describes (to the extent applicable) the reasons for Participant's non-performance. If GBE determines in GBE's discretion that Participant's non-performance occurred as a result of reasons beyond Participant's reasonable control, then, notwithstanding Section 2.4(c), Participant's non-performance will not be deemed to be a Non-Performance Event. On request by GBE, Participant will use commercially reasonable efforts to provide any additional information

reasonably required by GBE to evaluate the reasons for Participant's non-performance under this Section 2.4(d).

2.5 **Test Activation Periods.** No more than once per Obligation Period, GBE may initiate an Activation Period for the purpose of testing the NWA Program, including to verify Participant's ability to provide the Capacity Obligation. Sections 2.1, 2.2, 2.3 and 2.4 will continue to apply to a Activation Period initiated under this Section 2.5, notwithstanding that the Activation Period is for testing purposes only. GBE will clearly indicate in each Standby Notice and Activation Notice issued in respect of an Activation Period initiated under this Section 2.5 that the Activation Period is for testing purposes only.

2.6 **No Other Notice.** Participant acknowledges that GBE will not provide to Participant any notice in respect of an Activation Period other than as expressly set out in Sections 2.2 and 2.3. Except as expressly set out in this Agreement, Participant is solely responsible and liable for Participant's receipt of each Activation Notice, and Participant should monitor the email address to which Participant will receive Activation Notices as necessary.

2.7 **No Minimum Number of Activation Periods.** GBE makes no representation or warranty to Participant or any other person regarding the number of Activation Periods that GBE will initiate. Nothing in this Agreement will create or will be construed to create an obligation on GBE to initiate a minimum number of Activation Periods.

ARTICLE 3
Emergency Activation Periods

3.1 **Emergency Activations.** Subject to the provisions of this Agreement, GBE may request that Participant provide the Capacity Obligation at any time during an Availability Window for the purpose of management of emergency grid constraints (an "**Emergency Activation Period**").

3.2 **Emergency Activation Notices.** GBE will notify Participant of the commencement of an Emergency Activation Period by providing to Participant an email notice using the email address provided by Participant in Participant's registration for the NWA Program) at any time prior to the commencement of the Emergency Activation Period (an "**Emergency Activation Notice**"). The Emergency Activation Notice will specify the time that the Emergency Activation Period will commence and, to the extent known, the duration of the Emergency Activation Period as well as any other information GBE deems is relevant to the Emergency Activation Period. For certainty, GBE is not obligated to issue a Standby Notice prior to an Emergency Activation Period.

3.3 **Capacity Obligation.**

(a) **No Obligation to Provide.** Participant may, but is not obligated to, provide the Capacity Obligation in respect of an Emergency Activation Period. For certainty, Participant's failure to provide the Capacity Obligation in respect of an Emergency Activation Period will not affect the applicable Monthly Payment to which Participant is entitled.

(b) **Emergency Response Payment.** If Participant provides the Capacity Obligation in respect of an Emergency Activation Period, then Participant will be entitled to receive a payment calculated in accordance with Section 5.1(c).

ARTICLE 4
Meter Data

4.1 **GBE-Owned Meters.** If the energy consumption of a CAR is measured by a meter owned by GBE, then GBE will use that meter for purposes related to the administration of the NWA Program to

Participant (including to calculate the amount of Monthly Payments owing to Participant under Article 5).

4.2 Non-GBE-Owned Meters. If the energy consumption of a CAR is measured by a meter that is not owned by GBE, then:

(a) Participant hereby consents to the access and use of the meter by or on behalf of GBE (including by any of GBE's Representatives) for purposes related to the administration of the NWA Program to Participant (including to calculate the amount of Monthly Payments owing to Participant under Article 5);

(b) at all times during the Term, Participant will ensure that the meter may be accessed remotely by phone line and will be compatible with GBE's data collection system or an equivalent approved by GBE in its sole discretion; and

(c) promptly upon request by GBE, Participant will provide all technical information about and all data produced by the meter reasonably required by GBE in connection with this Agreement or the NWA Program.

ARTICLE 5
Payments and Settlement Statements

5.1 Capacity and Performance Payments. As consideration for Participant's participation in the NWA Program, GBE will pay to Participant the following payments (to the extent applicable) (collectively, the "**Program Payment**"):

(a) a fixed payment for each Business Day during the Obligation Period (the "**Capacity Obligation Payment**");

(b) a variable payment for each hour of activation of a CAR above the Contracted Monthly Activations during the Obligation Period (the "**Capacity Incentive Payment**"); and

(c) a variable payment for each hour of an Emergency Activation Period during which Participant provides the Capacity Obligation (the "**Emergency Activation Payment**"),

each calculated in accordance with Schedule B.

5.2 Non-Performance Charges. GBE may charge to Participant the following charges (to the extent applicable) (collectively, the "**Performance Charge**"):

(a) a capacity dispatch charge that applies when a CAR is unable to deliver at least 85% of the Capacity Obligation during an Activation Period (the "**Capacity Dispatch Charge**"); and

(b) a capacity obligation charge that applies when a CAR is unable to deliver at least 85% of the Capacity Obligation during either of the following: (i) an Activation Period initiated for testing purposes under Section 2.5; or (ii) two or more Activation Periods (excluding Activation Periods initiated for testing purposes under Section 2.5) during a calendar month (the "**Capacity Obligation Charge**"),

each calculated in accordance with Schedule B.

For clarity, Performance Charge reduces the Monthly Payment for the same month only and will not result in any amount being payable by Participant to GBE. If the Capacity Obligation Charge is due for a month, the Capacity Dispatch Charge will not be due for that month.

5.3 Taxes. Monthly Payments are exclusive of all applicable Taxes. In this Agreement, "**Taxes**" means all federal, state, provincial and municipal sales, use, value-added, property, excise, import, export, foreign, withholding and other governmental taxes, duties, charges, deductions, levies, fees, excises, tariffs and assessments of any nature whatsoever now or hereafter imposed, and all related interest, penalties and expenses.

5.4 Settlement Statements. No later than fifteen (15) Business Days following the last calendar day of a month during the Obligation Period, GBE will prepare and deliver (by email) a written statement summarizing Participant's performance for the month in respect of providing its Capacity Obligation for any Activation Periods, and setting out the Monthly Payment (if any) payable by GBE to Participant in respect of the month and applicable Taxes (the "**Settlement Statement**").

5.5 Payments. GBE will pay to Participant the Monthly Payment set out in a Settlement Statement by the last Business Day of the immediately following month. All Monthly Payments and applicable Taxes are paid in Canadian currency. GBE will make all payments to Participant by electronic funds transfer or cheque to the account designated in writing by Participant, or by an alternative, commercially reasonable payment method specified in writing by GBE from time to time.

ARTICLE 6
Participant Covenants

6.1 Capacity Obligation and Covenants. Participant hereby covenants as follows:

(a) Participant will comply with all applicable provisions of the Program Rulebook;

(b) at all times during the Obligation Period, Participant will: (i) monitor Participant's communications with GBE, including all reasonable channels; and (ii) take all necessary preparations to enable Participant to respond to Standby Notices and Activation Notices;

(c) Participant will not make any change to the CAR or to the connection assets related to the CAR (including the configuration thereof) or that may affect the performance of either Party's obligations under this Agreement;

(d) Participant will own the CAR and operate and maintain the CAR using good engineering and operating practices and in accordance with all applicable requirements of the Program Rulebook, the Distribution System Code, any connection agreement to which it is a party and all other Laws;

(e) Participant will ensure that revenue-quality interval meter is connected to the CAR and the Distribution System and approved and verified by Measurement Canada and is usable for billing purposes on an hourly or subhourly basis; and

(f) Participant will ensure the CAR is connected to GBE's Distribution System at a single Connection Point associated with a feeder originating from either Preston TS, Galt TS, or MTS#1; and

(g) Participant will ensure the CAR meets a Capacity Obligation of at least 25 KW (i.e., single facility or aggregated resource), and be on GBE's General Service rate class.

ARTICLE 7
Representations, Warranties and Disclaimers

7.1 Mutual Representations/Warranties: Each Party represents and warrants that: (a) the Party has, and will have at all material times, all requisite corporate power, capacity, authority and approvals to enter into, execute and deliver this Agreement and to perform the Party's obligations and

exercise the Party's rights under this Agreement; and (b) the Party's execution and performance of this Agreement will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) that the Party now or in the future owes to any other Person.

7.2 Representations and Warranties of Participant. Participant represents and warrants to GBE as follows, and acknowledges that GBE is relying on such representations and warranties in entering into this Agreement:

(a) Participant meets all eligibility criteria required to participate in the NWA Program as set out in the Program Rulebook;

(b) Participant is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(c) Participant has obtained and will maintain at all times during the Term valid insurance policies in respect of the CAR covering such amount as a prudent owner or operator of a similar asset would maintain and Participant's entering into and the carrying out of its obligations under this Agreement do not breach or otherwise invalidate such insurance policies;

(d) all information that Participant has provided or will provide to GBE pursuant to or in connection with this Agreement, including in its Capacity Auction Offer, is true and complete in all respects;

(e) Participant has obtained all valid licenses, permits, certificates, registrations, authorizations, consents or approvals issued by a Governmental Authority that is necessary to perform Participant's obligations under this Agreement; and

(f) without limiting Section 7.2(e), after due inquiry, including inquiry made pursuant to any environmental assessment that may have been required as part of the permitting and approvals process for the CAR by a Governmental Authority, Participant is not aware of any opposition to the development or the operation of the CAR (carried out in such a manner to allow Participant meet its obligations under this Agreement) from Indigenous governments or organizations.

(g) no Capacity Auction Offer to the NWA Program has or will be made in respect of the CAR other than the Capacity Auction Offer made by Participant and accepted by GBE;

(h) Participant is not a participant in any other load reduction or similar program that will or is reasonably likely to affect the performance of Participant's obligations under this Agreement, including the obligation to provide the Capacity Obligation during the Obligation Period; and

(i) with respect to the CAR:

(i) Participant is the legal owner of the CAR;

(ii) the CAR meets all eligibility criteria set out in the Program Rulebook;

(iii) the CAR is greater than or equal to the Capacity Obligation; and

(iv) the CAR has been designed, installed, operated and maintained in accordance with good engineering and operating practices and meets all relevant requirements of the Distribution System Code and all other Laws.

7.3 **GENERAL DISCLAIMER:** THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT ARE IN LIEU OF, AND REPLACE, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS IMPLIED BY APPLICABLE LAWS. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE NWA PROGRAM IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF OR RELATING TO ACCURACY, AVAILABILITY, COMPLETENESS, CORRECTNESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, TIMELINESS OR TITLE, ALL OF WHICH ARE HEREBY DISCLAIMED BY GBE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF GBE WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE. PARTICIPANT IS SOLELY RESPONSIBLE AND LIABLE FOR PARTICIPANT'S PARTICIPATION IN THE NWA PROGRAM TO ACHIEVE PARTICIPANT'S INTENDED RESULTS.

7.4 **SPECIFIC ACKNOWLEDGEMENTS AND DISCLAIMERS:** WITHOUT LIMITING SECTION 7.3, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(a) **PROGRAM SUSPENSION, TERMINATION OR AMENDMENT:** GBE WILL NOT BE LIABLE TO PARTICIPANT OR ANY OTHER PERSON FOR ANY SUSPENSION OR TERMINATION OF OR AMENDMENT TO THE NWA PROGRAM TO THE EXTENT RELATING TO A DIRECTION FROM THE IESO, A CHANGE IN LAWS, A CHANGE IN MARKET CONDITIONS AFFECTING THE ADMINISTRATION OF THE NWA PROGRAM OR ANY OTHER CIRCUMSTANCES AS DETERMINED BY GBE IN ITS DISCRETION; AND

(b) **TECHNOLOGY:** THE NWA PROGRAM (INCLUDING THE PORTAL AND ANY EMAIL COMMUNICATIONS SENT IN CONNECTION WITH THE NWA PROGRAM) MAY BE AFFECTED BY NUMEROUS CIRCUMSTANCES BEYOND GBE'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. THE NWA PROGRAM (INCLUDING THE PORTAL AND ANY EMAIL COMMUNICATIONS SENT IN CONNECTION WITH THE NWA PROGRAM) MAY ALSO BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. GBE IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING FROM THOSE CIRCUMSTANCES, LIMITATIONS, DELAYS OR OTHER PROBLEMS.

ARTICLE 8
Indemnity and Liability[1]

8.1 **Indemnity.** Participant hereby indemnifies GBE against and saves and holds GBE and each of its Representatives harmless from all third-party claims, suits, proceedings, liabilities, losses, damages, costs, expenses, demands and actions, and any fines, penalties, orders and sanctions imposed by a governmental authority, and all resulting liabilities, arising from, connected with or relating to any of the following: (a) Participant's participation in the NWA Program, including any occurrence or event during the Term relating to Participant providing its Capacity Obligation during the Obligation Period; or (b) a breach of this Agreement by Participant or any wrongful act or omission by Participant or any Person for whom Participant is responsible under this Agreement or applicable Laws.

[1] **NOTE TO GBE: Indemnity now (1) indemnifies GBE for any third party claims and regulatory fines under section 8.1, (2) caps a Party's liability to the amount GBE has been paid for the prior 12 months, and (3) excludes from the cap any third party claims under s. 8.1 and any claims resulting from fraud, gross negligence or wilful misconduct. BLG and GBE to discuss.**

8.2 **Liability Exclusions/Limitations.** Notwithstanding any provision of this Agreement except Section 8.3, and to the maximum extent permitted by applicable Laws:

(a) **Exclusions:** The liability (if any) of each Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including the NWA Program) or any related matter is limited to direct damages suffered by the other Party only, and in no event and under no circumstances will either Party or any of its Representatives be liable to the other Party or any of its Representatives for any indirect, incidental, consequential, special, exemplary or punitive loss or damage of any nature or kind whatsoever or for any loss of data, loss of information, loss of business, loss of markets, loss of savings, loss of income, loss of profits, loss of use, loss of production or loss of goodwill, anticipated or otherwise;

(b) **Limitations:** Without limiting Section 8.2(a), in no event and under no circumstances will the total aggregate liability of either Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including the NWA Program) and all related matters ever exceed the total amount of fees actually paid by GBE to Participant pursuant to this Agreement during the twelve (12) months immediately before the date on which the liability arose (or if this Agreement is in effect for less than twelve (12) months before that date, then the total amount of fees actually paid to that date pro-rated on a twelve (12) month basis); and

(c) **Application:** This Section 8.2 applies to liability under any theory (including contract, tort, strict liability and statutory liability), regardless of any negligence or other fault or wrongdoing by the liable Party or any of its Representatives, even if other remedies are not available or do not adequately compensate for the loss or damage, even if the liable Party knows or ought to have known of the possibility of the loss or damage being incurred, and regardless of whether or not the loss or damage was foreseeable.

8.3 **Exceptions:** Notwithstanding Section 8.2, the exclusions and limitations set out in Section 8.2 do not apply to: (a) any indemnification obligations under Section 8.1; or (b) liability for fraud, gross negligence or wilful misconduct by the liable Party or its Representatives.

ARTICLE 9
Term and Termination

9.1 **Term.** Subject to Article 9 this Agreement will have a term beginning [Month, Day, Year] and expiring midnight at the end of [Month, Day, Year] (the "**Term**").

9.2 **Termination by GBE.** Notwithstanding anything in this Agreement to the contrary, GBE may terminate this Agreement at its sole discretion upon thirty (30) calendar days' advance written notice to Participant.

9.3 **Participant Default.**

(a) Each of the following constitutes a "**Participant Event of Default**" by Participant:

(i) Participant fails to perform any material covenant or obligation set forth in this Agreement;

(ii) Participant is in breach of any representation or warranty set forth in this Agreement;

(iii) Participant fails or ceases to hold a valid licence, permit, certificate, registration, authorization, consent or approval issued by a Governmental Authority where such

failure or cessation may result in a material adverse effect on Participant or its ability to satisfy its obligations under this Agreement;

(iv) Participant experiences two (2) or more Non-Performance Events;

(v) Participant makes an assignment for the benefit of its creditors generally under any Laws applicable to Participant, or consents to the appointment of a receiver, manager, receiver-manager, monitor, trustee in bankruptcy or liquidator for all or part of its property or files a petition or proposal to declare bankruptcy or to reorganize pursuant to any Laws applicable to Participant; and

(vi) Participant amalgamates with, or merges with or into, or transfers all or substantially all of its assets (including the CAR) to, another Person without having obtained GBE's prior written consent.

(b) If any Participant Event of Default occurs and is not remedied within ten (10) Business Days after written notice of such failure by GBE, GBE may, in addition to any remedy available to it under this Agreement:

(i) suspend any payments owing to Participant until such Participant Event of Default has been remedied to the satisfaction of GBE; and

(ii) terminate this Agreement without any further notice to Participant; and

(iii) exercise any right, power or remedy that may be available to GBE at law or in equity.

9.4 GBE Default. If GBE fails to make any payment under this Agreement when due, and if such failure is not remedied within fifteen (15) Business Days after written notice of such failure from Participant, Participant may:

(a) terminate this Agreement upon thirty (30) days prior written notice to GBE; and

(b) exercise any right, power or remedy that may be available to Participant at law or in equity.

9.5 Consequences of Termination. On expiration or termination of this Agreement: (a) Participant will promptly cease participation in the NWA Program; (b) each Party will remain responsible and liable for all obligations arising before the expiration or termination of this Agreement; (c) each Party will perform all obligations expressly set out in this Agreement arising on expiration or termination of this Agreement; and (d) GBE will promptly pay all outstanding payments owing to Participant under this Agreement.

9.6 Suspension of NWA Program: Notwithstanding any other provision of this Agreement, GBE may temporarily suspend the NWA Program or Participant's participation in the NWA Program on the occurrence of any of the following events: (a) Participant fails to comply with the Program Rulebook; or (b) GBE reasonably believes that the suspension of the NWA Program is required by applicable Laws or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability. To the extent reasonably practicable, GBE will give Participant reasonable prior notice of a suspension of the NWA Program pursuant to this Section 9.6.

9.7 Survival. Notwithstanding any other provision of this Agreement, each of Sections 1.8 (Governing Law), Article 5 (Payments and Settlement Statements) (which Article will expire following the final settlement of all undisputed amounts under Section 5.5), Article 8 (Indemnity and Liability), Article 10 (Confidential Information), Article 11 (Dispute Resolution) and all other provisions necessary to the interpretation or enforcement of those sections, will survive the expiration or

termination of this Agreement and will remain in full force and effect and be binding on the Parties as applicable.

ARTICLE 10
Confidential Information

10.1 **Definition.** In this Agreement, "**Confidential Information**" means, subject to Section 10.2, all information, in any form and on any medium, disclosed or made available by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or any of the Receiving Party's Representatives pursuant to this Agreement or in connection with the negotiation of this Agreement or the performance of this Agreement, regardless of the form of disclosure, including all information relating to the Disclosing Party's business and business plans, products, services and related documentation (including related practices, procedures, processes, methods, systems and future development roadmaps), investments, technologies, systems, marketing plans, sales and financial information, financial results, patients, clients, customers and suppliers, and all information disclosed by or on behalf of the Disclosing Party in connection with the resolution of disputes pursuant to Section 11.1. Without limiting the foregoing in this Section 10.1: (a) the financial provisions of this Agreement (including the amount of fees payable under this Agreement) are GBE's Confidential Information.

10.2 **Exceptions.** Information will not be considered to be the Disclosing Party's Confidential Information to the extent the information is: (a) already known to the Receiving Party or its Representatives free of any confidentiality obligation or other similar restriction at the time the information is disclosed or made available by or on behalf of the Disclosing Party to the Receiving Party or its Representatives; (b) lawfully and in good faith obtained by the Receiving Party or its Representatives from an independent third party free of any restriction and without breach of this Agreement, any agreement with the third party or any other confidentiality obligation; (c) or becomes generally available to the public through no wrongful act or omission by or on behalf of the Receiving Party or any Person for whom the Receiving Party is responsible under this Agreement or applicable Laws; or (d) independently developed by or on behalf of the Receiving Party without the use of any of the Disclosing Party's Confidential Information.

10.3 **Ownership.** As between the Parties, all right, title and interest (including intellectual property rights) in, to and associated with the Disclosing Party's Confidential Information will remain the sole property of the Disclosing Party. This Agreement does not grant, by implication or otherwise, to the Receiving Party any right, title, or interest in, to or associated with the Disclosing Party's Confidential Information, other than the limited permission to use and disclose the Disclosing Party's Confidential Information as expressly set out in this Section 10.

10.4 **Permissible Use/Duty to Protect.** Subject to Section 10.5, the Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the term of this Agreement and only as necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's Representatives with a legitimate need to know the Confidential Information and only if and to the extent the disclosure is necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement; (c) both during and indefinitely after the term of this Agreement maintain the confidentiality of the Disclosing Party's Confidential Information using the same degree of care as the Receiving Party affords to the Receiving Party's own confidential information of a similar nature that the Receiving Party desires not to be disclosed, and in no event less than reasonable care, to prevent unauthorized access to, or use or disclosure of, the Disclosing Party's Confidential Information; and (d) ensure that each Person to whom the Receiving Party discloses the Disclosing Party's Confidential Information under this Section 10.4 is aware of and complies with the restrictions and requirements set out in items (a), (b) and (c) above in this Section 10.4.

10.5 Additional Permitted Disclosures. Notwithstanding the restrictions and requirements set out in each of Sections 10.4 and 10.6, the Receiving Party may disclose the Disclosing Party's Confidential Information: (a) if and to the extent the disclosure is required by a valid order, direction or requirement of a court, tribunal, governmental agency or institution of competent jurisdiction and authority or by any applicable Laws, provided that before making the disclosure the Receiving Party gives reasonable notice (if and to the extent not prohibited by applicable Laws) to the Disclosing Party of the potential disclosure, and on request by the Disclosing Party reasonably assists the Disclosing Party to seek a protective order preventing or limiting the potential disclosure or use of the Disclosing Party's Confidential Information; and (b) to the Receiving Party's legal, accounting and tax advisors, if and to the extent the disclosure is required for a bona fide legal, accounting or tax purpose (as applicable) and provided that the advisor is subject to professional obligations of confidentiality regarding the disclosed Confidential Information, and the Receiving Party is fully responsible and liable for the advisor's use and disclosure of the Disclosing Party's Confidential Information. Without limiting the foregoing in this Section 10.5, Notwithstanding any other provision of this Agreement, the Parties acknowledge that GBE is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**") and the *Freedom of Information and Protection of Privacy Act* ("**FIPPA**") and is governed by the Independent Electric System Operator ("**IESO**") and the Ontario Energy Board ("**OEB**") and will have the right to disclose Participant's Confidential Information if and to the extent required by MFIPPA, FIPPA, the IESO, the OEB, or other Laws, provided that GBE will, to the extent permitted by Laws, first inform Participant (to the extent lawfully able) of the request or requirement for disclosure to allow an opportunity for Participant to apply for an order to prohibit or restrict such disclosure.

10.6 Return and Destruction of Confidential Information. On expiration or termination of this Agreement or at any other time on request by the Disclosing Party, the Receiving Party will use commercially reasonable efforts to either (at the Receiving Party's option) promptly deliver to the Disclosing Party, or permanently delete and destroy, all documents and records containing the Disclosing Party's Confidential Information in the possession or control of the Receiving Party or the Persons to whom the Receiving Party has disclosed any of the Disclosing Party's Confidential Information under Section 10.4; provided that the foregoing in this Section 10.6 does not apply to any of the following: (a) electronic records containing the Disclosing Party's Confidential Information that are in a computerized archival or backup system that is protected by commercially reasonable security measures; (b) the Disclosing Party's Confidential Information that the Receiving Party is required to retain to comply with applicable Laws or for commercially reasonable contract administration and enforcement purposes; and (c) the Disclosing Party's Confidential Information that this Agreement expressly permits the Receiving Party to retain after expiration or termination of this Agreement. On written request by the Disclosing Party, the Receiving Party will deliver to the Disclosing Party a declaration signed by a senior officer of the Receiving Party certifying that the Receiving Party has complied with this Section 10.6. For greater certainty, any document or record containing the Disclosing Party's Confidential Information that is retained by or on behalf of the Receiving Party or any Person to whom the Receiving Party has disclosed any of the Disclosing Party's Confidential Information under Section 10.4 will continue to be subject to all of the restrictions and requirements set out in this Section 10.

10.7 Duration of Confidentiality Obligations. For greater certainty, and unless the Parties expressly agree in writing otherwise, the restrictions and requirements set out in this Section 10 will continue to apply to each item of Confidential Information unless and until the item no longer qualifies as Confidential Information by virtue of the application of one or more of the exceptions set out in Section 10.2.

ARTICLE 11
Dispute Resolution

11.1 Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through informal discussions then:

(a) written notice, containing a request to negotiate, will be given by either Party to the other Party, such notice to be given promptly in order to prevent further damages resulting from delay and will specify the issues in dispute;

(b) negotiations will occur between senior Representatives of each Party within twenty (20) days of receipt of the written notice described in Section 11.1(a) above;

(c) all information exchanged during these negotiations will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their Representatives, unless otherwise required by Laws. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations; and

(d) if the parties do not resolve all of the issues in dispute within ten (10) Business Days after notice has been given, then the Parties will submit all unresolved issues to binding arbitration.

ARTICLE 12
Miscellaneous

12.1 Relationship Between Parties. Nothing in this Agreement will create or be deemed to create a relationship of partners, joint venturers, fiduciary, principal and agent or any other relationship between the Parties.

12.2 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder will be transmitted in writing and will be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, charges prepaid, or three (3) days following the date mailed when sent by registered or certified mail, postage prepaid, return receipt requested, or when sent by email, the day of delivery, addressed as follows:

If to GBE: Name:

Title:

Address:

Phone:

Email:

If to Participant: Name:

Title:

Address:

Phone:

Email:

or such other address or facsimile number as may be designated by either party hereto by written notice to the other in accordance with this Section 12.2.

12.3 Binding Effect. This Agreement is binding upon and enures to the benefit of the Parties, their successors, legal representatives and permitted assigns.

12.4 Assignment and Change of Control.

(a) Participant may not assign this Agreement or its rights or obligations under this Agreement except with the prior written consent of GBE in its sole and absolute discretion, and no assignment made without the prior written consent of GBE relieves Participant of its obligations under this Agreement.

(b) GBE may assign this Agreement or its rights or obligations under this Agreement upon prior written notice to Participant.

(c) Participant will not permit or allow a change of Control of Participant without the prior written consent of GBE in its sole and absolute discretion.

(d) Participant will not assign, subcontract or otherwise delegate its obligations under this Agreement in whole or in part without the prior written consent of GBE in its sole and absolute discretion, and any purported assignment, subcontract or delegation by Participant without GBE's consent constitutes a Participant Event of Default under this Agreement and entitles GBE to terminate the Agreement and claim for any damages thereby suffered or incurred.

12.5 Remedies. The rights, powers and remedies of the Parties in this Agreement are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to the Parties at law or in equity.

12.6 Further Assurances. Each of the Parties will, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement.

12.7 Severability. In the event that any of the covenants herein will be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by Laws, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion will be severable from the remainder of this Agreement.

12.8 No Waiver. A waiver of any provisions of this Agreement will not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly indicated in writing.

12.9 Time. Time is of the essence in all respects of this Agreement.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, and all such counterparts will together constitute one and the same Agreement.

[Rest of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the Effective Date by their duly authorized representatives as set forth below.

GrandBridge Energy Inc.

By: _____
Name:

Title:

I have the authority to bind the corporation.

[Participant Legal Name]

By: _____
Name:

Title:

I have the authority to bind Participant.

SCHEDULE A
FACILITIES

1. GENERAL INFORMATION	
a. Name of Participant:	
b. Registered address:	
c. HST number:	
d. GBE customer account:	
e. Auction Capacity (MW):	
f. Obligation Period:	
g. Availability Window:	
h. Capacity Auction Clearing Price:	
i. Contracted Monthly Activations:	
2. NOTICE INFORMATION	
a. Name of primary contact:	
b. Title of primary contact:	
c. Primary contact email address:	
d. Primary contact mobile phone:	
e. Name of secondary contact:	
f. Title of secondary contact:	
g. Secondary contact email address:	
h. Secondary contact mobile phone:	
3. FACILITY INFORMATION	
a. Municipal Address:	
b. Description of Demand Response Resource:	
c. Meter number(s):	

[PARTICIPANT NAME]	**GrandBridge Energy Inc.**
Name: Title:	Name: Title:

SCHEDULE B
PAYMENTS, CHARGES AND MEASUREMENT AND VERIFICATION BASELINE METHODOLOGY

1. Payments

(a) Monthly Payment

Equation ("**Eq**") 1 sets out the calculation for the Monthly Payment ($) for month "m" of the Obligation Period.

$$MPm = \max(COPm + CIPm + EAPm - \max(CDCm, COCm), 0) \quad (1)$$

Where

COP_m	is the Capacity Obligation Payment ($) calculated for month "m" in Eq 2.
CIP_m	is the Capacity Incentive Payment ($) calculated for month "m" in Eq 3.
EAP_m	is the Emergency Activation Payment ($) calculated for month "m" in Eq 4.
CDC_m	is the Capacity Dispatch Charge ($) calculated for month "m" in Eq 5.
COC_m	is the Capacity Obligation Charge ($) calculated for month "m" in Eq 6.

(b) Capacity Obligation Payment

Eq 2 sets out the calculation for the Capacity Obligation Payment ($) for month "m" of the Obligation Period.

$$COP_m = C_m \times P_m \times D_m \quad (2)$$

Where

C_m	is the Capacity Obligation (MW) for month "m".
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month "m".
D_m	is the number of Business Days for month "m".

(c) Capacity Incentive Payment

Eq 3 sets out the calculation for the Capacity Incentive Payment ($) for month "m" of the Obligation Period.

$$CIP_m = \Sigma_{AA} (HADC_{AA} \times CIPP_m \times H_{AA}) \; \forall \; AA \in \{CMA_m+1, CMA_m+2, \ldots\} \quad (3)$$

Where

AA	is the Additional Activation Periods that occur beyond the Contracted Monthly Activations for month “m”
$HADC_{AA}$	is the Hourly Average Delivered Capacity (MW) for the hours H_{AA}
$CIPP_m$	is the Capacity Incentive Payment Price ($/MWh) for month “m”.
H_{AA}	is the aggregate number of hours in each Additional Activation Period that occurs after the Contracted Monthly Activations for month “m”
CMA_m	is the Contracted Monthly Activation for month “m”

(d) Emergency Activation Payment

Eq 4 sets out the calculation for the Emergency Activation Payment ($) for month “m” of the Obligation Period.

$$EAP_m = \Sigma_{EA} (EHADC_{EA} \times EPP_m \times H_{EA}) \; \forall \; EA \in \{\text{emergency activations}\} \quad (4)$$

Where

EA	is the Emergency Activation Periods that occur for the month “m”
$EHADC_{EA}$	is the Hourly Average Delivered Capacity (MW) for the hours H_{EA}
EPP_m	is the Emergency Activation Payment Price ($/MWh) for month “m”
H_{EA}	is the aggregate number of hours in each Emergency Activation Period for month “m”

2. Charges

(a) Capacity Dispatch Charge

Participant will incur a Capacity Dispatch Charge if any one Activation Period within the Contracted Monthly Activation Periods is deemed an Unsuccessful Activation Period (see Eq.10). Eq 5 sets out the calculation for the Capacity Dispatch Charge ($) for month “m” of the Obligation Period.

$$CDC_m = C_m \times P_m \times NPI \quad (5)$$

Where

CDC_m	is the Capacity Dispatch Charge for month “m”
C_m	is the Capacity Obligation (MW) for month “m”.
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month “m”.

NPI	is the non-performance factor applicable for month "m" as indicated in Schedule C.

(b) Capacity Obligation Charge

Participant will incur a Capacity Obligation Charge if any two or more Activation Periods within the Contracted Monthly Activation Periods are deemed Unsuccessful Activation Periods (see Eq.10). Eq 6 sets out the calculation for the Capacity Obligation Charge ($) for month "m" of the Obligation Period.

$$COC_m = C_m \times \min(P_m, RP_m) \times D_m \quad (6)$$

Where

C_m	is the Capacity Obligation (MW) for month "m".
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month "m".
RP_m	is the Capacity Auction Reference Price ($/MW-day) for month "m".
D_m	is the number of Business Days for month "m".

If applicable, the Capacity Obligation Charge will be equal to the Capacity Obligation Payment for the month "m". The Capacity Obligation Charge will be capped at one charge per month "m", and if applicable, will override the Capacity Dispatch Charge (i.e. if the Capacity Obligation Charge is due, then the Capacity Dispatch Charge will not be due.)

3. Measurement and Verification Baseline Methodology

(a) The volume of capacity Participant provides in Activation Periods will be calculated on an hourly basis as the difference between Participant's measured consumption of electricity during such Activation Period and Participant's calculated Baseline Consumption applicable to such Activation Period.

Eq 7 sets out the calculation for the Hourly Average Delivered Capacity, for all Activation Periods, including Contracted Monthly Activations, Additional Activation Periods and Emergency Activation Periods.

$$HADC_{AP} = Meter_H - Baseline\ Consumption_H \quad (7)$$

Where,

AP	is any Activation Period, including Contracted Monthly Activation, Additional Activation Period and Emergency Activation Period
$HADC_{AP}$	is the Hourly Average Delivered Capacity (MW) for the Activation Period, AP

$Meter_H$	is the Participant's measured consumption for the Hour H
BaselineConsumptionH	is the Participant's calculated Baseline Consumption for the Hour H
H	is the hour within the Activation Period, AP, for which the HADC is being calculated

(b) The Baseline Consumption for a particular hour of an Activation Period will be calculated using the last twenty (20) Regular Business Days, but excluding any activation days, from a range of Business Days that go back to a maximum of thirty-five (35) Business Days prior to the day on which the Activation Notice was issued. If there are less than twenty (20) Regular Business Days available, then GBE will use all available Regular Business Days within the maximum of thirty-five (35) Business Days to calculate Participant's Baseline Consumption.

(c) Business Days prior to the Obligation Period will be deemed Regular Business Days, irrespective of the aforementioned definition of Regular Business Days. For example, when settling the month of May and assuming the resource was registered to participate as of May 1, then, all Business Days in April will be deemed Regular Business Days.

(d) Baseline Consumption will be calculated as follows:

$$\text{Baseline Consumption} = \text{AvgConsumption15}_H \times \text{VariationFactor}_H \quad (8)$$

where:

- H = hour within the Activation Period for which the Baseline Consumption is being calculated
- $\text{AvgConsumption15}_H$ = the average of the 15 highest consumption data values for the hour H, in the last 20 Regular Business Days prior to the activation day, for Participant
- VariationFactor_H = factor used to account for variation in the total consumption of Participant on the activation day, for hour H, in three hours immediately preceding Activation Period, when compared to total 15 highest consumption data values in the past 20 Regular Business Days, for corresponding hours, and calculated as follows:

$$\mathbf{VariationFactor_H} = \frac{(\mathbf{Consumption_{Y-2}} + \mathbf{Consumption_{Y-1}} + \mathbf{Consumption_Y})}{(\mathbf{AvgConsumption15_{Y-2}} + \mathbf{AvgConsumption15_{Y-1}} + \mathbf{AvgConsumption15_Y})} \quad (\mathbf{9})$$

where:

- Y = one hour prior to the hour to the Activation Period for which the Baseline Consumption is being calculated
- H = an hour within the Activation Period for which the Baseline Consumption is being calculated
- Consumption = the actual consumption data values for the hours Y, Y 1, and Y-2, on the activation day, for Participant

- AvgConsumption15 = the average of the 15 highest consumption data values for the hours Y, Y 1, Y-2, in the last 20 Regular Business Days prior to the activation day, for Participant, except days with activations
- The VariationFactor can only be as low as 0.8 and as high as 1.2. Therefore, the VariationFactor will be rounded either up or down if calculated as being less than 0.8 or greater than 1.2, respectively.

(e) Unsuccessful Activation Period: A Capacity Market Participant is deemed to have an Unsuccessful Activation Period, if during any hour of an Activation Period of the Contracted Monthly Activation Periods, or during a Test Activation Period, the Capacity Market Participant fails to deliver at least 85% of its Capacity Obligation, i.e, an Activation Period is deemed to be unsuccessful, if:

$$MHACD_{CA} < 85\% \times C_m \quad (10)$$

Where,

CA	is any Activation Period, within the Contracted Monthly Activation Period for the month “m”
$MHADC_{CA}$	is the Minimum Hourly Average Delivered Capacity (MW) from all hours during the Activation Period under consideration
C_M	is the Capacity Obligation (MW) for month “m”.

(f) GBE, acting reasonably, may deem the Baseline Consumption established in accordance with the rules set out in this Schedule B to be unsuitable. In this event, GBE may direct Participant to propose an alternative methodology for calculating the Baseline Consumption for such Activation Period, such methodology to be subject to GBE’s approval.

(g) To allow GBE to determine the Baseline Consumption, GBE will utilize interval meter data for all calendar days from and including Saturday to Friday of a week ending Friday. Meter data will comprise a single feed (of one or more channels as required by GBE) of validated raw data (V0), and will include a feed of Validated, Edited, and Estimated (VEE) data (V1) if the raw data requires edits for each retail revenue meter that contributes to a settlement account.

SCHEDULE C
NON-PERFORMANCE FACTORS

Month	Non-Performance Factor
May	1.0
June	1.5
July	2.0
August	2.0
September	2.0
October	1.0

SCHEDULE D
DEFINITIONS

"**Activation Notice**" has the meaning set out in Section 2.3.

"**Activation Period**" has the meaning set out in Section 2.1.

"**Additional Activation Periods**" has the meaning set out in Section 2.4(b).

"**Agreement**" has the meaning set out in the opening paragraph of this NWA Program Participant Agreement (Direct Participants).

"**Auction Capacity**" means the value in MW as set out in Section 1(e) of Schedule A.

"**Availability Window**" means the hours in an Obligation Period as set out in Section 1(g) of Schedule A during which Participant's CARs are required to be available to provide the Capacity Obligation.

"**Average Delivered Capacity**" means, for any period, the average of the Delivered Capacity for each applicable hour included in such period.

"**Baseline Consumption**" means the baseline capacity of electricity (MW) calculated by GBE in accordance with the measurement and verification methodology set out in Schedule B.

"**Business Day**" means any day other than a Saturday, a Sunday or a holiday as defined in section 88 of the *Legislation Act of Ontario*.

"**Capacity Auction**" means an auction operated by GBE to acquire megawatts of electricity available to be provided to the GBE-controlled grid in connection with the NWA Program.

"**Capacity Auction Clearing Price**" means the price ($/MW-day) as set out in Section 1(h) of Schedule A at which a Capacity Auction clears for an Obligation Period.

"**Capacity Auction Offer**" means an offer from Participant submitted in response to a Capacity Auction to provide the Capacity Obligation through a CAR for an applicable Obligation Period.

"**Capacity Auction Reference Price**" means the maximum price ($/MW-day) GBE is willing to pay for the Auction Capacity set out in the Pre-auction Report.

"**Capacity Auction Resource**" or "**CAR**" means a Demand Response Resource registered by Participant to satisfy the Capacity Obligation set out in this Agreement.

"**Capacity Dispatch Charge**" has the meaning set out in Section 5.2.

"**Capacity Incentive Payment**" has the meaning set out in Section 5.1.

"**Capacity Incentive Payment Price**" means the fixed price ($/MWh) set out in the Pre-auction Report.

"**Capacity Obligation**" means the amount of the Auction Capacity that Participant is required to provide from the Capacity Auction Resource during each hour of the Availability Window of an Obligation Period.

"**Capacity Obligation Charge**" has the meaning set out in Section 5.2.

"**Capacity Obligation Payment**" has the meaning set out in Section 5.1.

"**Confidential Information**" has the meaning set out in Section 10.1.

"**Contracted Monthly Activations**" means the number of Activation Periods in a given calendar month during the Obligation Period as set out in Section 1(i) of Schedule A.

"**Control**" means with respect to any Person at any time (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person; or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise; and **Controlled by** has a corresponding meaning.

"**Delivered Capacity**" means, for any given hour, the minimum capacity of electricity (MW), calculated by GBE in its sole discretion acting reasonably, derived from data from Participant's meter, having regard to Participant's Baseline Consumption for such hour as determined by GBE.

"**Demand Response Resource**" means the demand-side resource that commits to reducing electricity consumption during specific hours when called upon by GBE.

"**Disclosing Party**" has the meaning set out in Section 10.1.

"**Distribution System**" means a system connected to the IESO-controlled grid for distributing electricity at voltages of fifty (50) kilovolts or less and includes any structures, equipment or other things used for that purpose, provided that a Distribution System will be deemed to not include any equipment controlled by IESO pursuant to the Distribution System Code.

"**Distribution System Code**" means the code approved by the OEB and in effect from time to time, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards of Distribution Systems.

"**Emergency Activation Notice**" has the meaning set out in Section 3.2.

"**Emergency Activation Payment**" has the meaning set out in Section 5.1.

"**Emergency Activation Payment Price**" means the fixed price ($/MWh) set out in the Pre-auction Report.

"**Emergency Activation Period**" has the meaning set out in Section 3.1.

"**Eq**" has the meaning set out in Schedule B.

"**FIPPA**" has the meaning set out in Section 10.5.

"**GBE**" has the meaning set out in the opening paragraph of this Agreement.

"**Governmental Authority**" means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other Laws, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority.

"**IESO**" has the meaning set out in Section 10.5.

"**KW**" means kilowatts.

"**Laws**" means: (a) applicable Canadian federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes; and (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction.

"**LDC**" means the owner or operator of a Distribution System that is licensed by the OEB as an "electricity distributor".

"**Measurement Canada**" means the Special Operating Agency that was established in August 1996 by the *Electricity and Gas Inspection Act,* 1980-81-82-83, c. 87, and Electricity Gas Inspection Regulations (SOR/86-131).

"**MFIPPA**" has the meaning set out in Section 10.5.

"**Monthly Payment**" means, in respect of any calendar month, an amount (not less than $0) equal to the Program Payment for such month minus the Performance Charge for such month, each as calculated in accordance with Schedule B (Eq 1).

"**MW**" means megawatts.

"**Non-Performance Event**" has the meaning set out in Section 2.4(c).

"**NWA Program**" has the meaning set out in the recitals of this Agreement.

"**Obligation Period**" means the period of time for which Participant is required to fulfill its Capacity Obligation as set out in Section 1(f) of Schedule A.

"**OEB**" has the meaning set out in Section 10.5.

"**Other Agreements**" has the meaning set out in Section 1.6.

"**Participant**" means the Person identified in the opening paragraph of this Agreement, which must be the exact same Person identified in Section 1(a) of Schedule A of this Agreement.

"**Participant Event of Default**" has the meaning set out in Section 9.3.

"**Parties**" or "**Party**" has the meaning set out in the recitals to this Agreement.

"**Performance Charge**" has the meaning set out in Section 5.2

"**Person**" means a natural person, First Nation that is a "band" as defined in the Indian Act, RSC 1985, c. I-5, co-operative, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.

"**Portal**" means the web portal owned and operated by GBE for the purpose of administration of the NWA Program at https://www.GridS2-GridShare.com.

"**Pre-auction Report**" has the meaning set out in Section 2 of the Program Rulebook.

"**Program Payment**" has the meaning set out in Section 5.1.

"**Program Rulebook**" means the Rulebook applicable to the NWA Program, a copy of which is attached as Schedule E.

"**Receiving Party**" has the meaning set out in Section 10.1.

"**Regular Business Day**" means a Business Day where Participant was not activated under the NWA Program.

"**Representatives**" means, with respect to a Person, all of the Person's directors, officers, employees, contract workers, consultants, advisors, agents, and other personnel and representatives, licensors, suppliers and service providers.

"**Settlement Statement**" has the meaning set out in Section 5.4.

"**Standby Notice**" has the meaning set out in Section 2.2.

"**Taxes**" has the meaning set out in Section 5.3.

"**Term**" has the meaning set out in Section 9.1.

SCHEDULE E
PROGRAM RULEBOOK

[To be attached.]

GrandBridge Energy Inc.'s Non-Wires Alternative Program ("NWA Program" or "GridShare Program")

Participant Agreement

(Aggregators)

Version 1.0

GrandBridge Energy Inc. NWA Program

Participant Agreement (Aggregators)

This NWA Program Participant Agreement (Aggregators) (this "**Agreement**") is dated this _____ of _____, 20__, and is between GrandBridge Energy Inc., a corporation incorporated under the laws of Ontario ("**GBE**") and _____ **[PARTICIPANT NAME]**, a [corporation incorporated] under the laws of [Ontario] ("**Participant**").

RECITALS:

1. GBE has implemented a contractual load reduction Non-Wires Alternative program (the "**NWA Program**"), which aims to alleviate capacity constraints and enhance grid resiliency by leveraging local resources, including by incentivizing Participants to reduce load during peak hours, promoting the use of distributed energy resources such as solar, battery storage, and smart energy solutions to displace load, and conducting Capacity Auctions to ensure cost-effective procurement of demand response and distributed energy resources capacity.

2. Participant, in its capacity as aggregator, has registered, and GBE has accepted Participant's registration, to participate in the NWA Program pursuant to the Program Rulebook.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GBE and Participant (together the "**Parties**" and each a "**Party**") hereby agree as follows:

ARTICLE 1
Definitions and Interpretation

1.1 Definitions. Capitalized terms will have the meaning given to them in Schedule D unless otherwise noted.

1.2 Headings. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.3 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.5 Entire Agreement. Except as expressly set out in Section 1.6, this Agreement (including the schedules and exhibits referred to herein, which are incorporated by reference) supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and all of which become null and void from the date of this Agreement.

1.6 Other Agreements. Notwithstanding Section 1.5, this Agreement is in addition to all other written agreements (including and any terms and conditions applicable to the Portal) between the Parties (collectively, "**Other Agreements**"). Nothing in this Agreement amends or otherwise affects any Other Agreement. If there is any conflict or inconsistency between this Agreement and any Other Agreement, then this Agreement will take priority and govern regarding the subject matter of this Agreement and the Other Agreement will take priority and govern regarding the subject matter of the Other Agreement.

1.7 Waiver, Amendment. Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement will be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will it constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

1.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.9 Time.

(a) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by including the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

(b) Any reference to time in this Agreement is a reference to the 24-hour clock and with reference to the Portal, will be read to the millisecond (HH:MM:SS:mm).

(c) Daylights savings will not be observed for the purposes of this Agreement and references to time are in Eastern Standard Time (EST).

1.10 Laws and regulations. Unless otherwise expressly stipulated, any reference in this Agreement to a statute or to a regulation, code or rule promulgated under a statute or to any provision of a statute, regulation, code or rule or to any other Laws will be a reference to the statute, regulation, code, rule, provision or Laws as amended, re-enacted or replaced from time to time.

ARTICLE 2
Activation Periods

2.1 Activation Periods. Subject to the provisions of this Agreement, GBE may require Participant to provide the Capacity Obligation at any time during an Availability Window for a period of no more than four (4) consecutive hours (an "**Activation Period**"). GBE will not initiate more than one (1) Activation Period per day. Each Activation Period in a calendar month during the Obligation Period above the Contracted Monthly Activations will be subject to an incentive payment as set out in Section 5.1(b).

2.2 Standby Notices.

(a) **General.** Prior to an Activation Period, GBE will notify Participant of GBE's intention to initiate the Activation Period by providing to Participant an email notice (using the email address provided by Participant in Participant's registration for the NWA Program). GBE will issue a Standby Notice between 2:00pm (EST) on the day immediately preceding the Activation Period and 7:00am (EST) on the day of the Activation Period (a "**Standby Notice**"). GBE may, but is not required to, issue more than one (1) Standby Notice per Activation Period. For certainty, GBE may issue a Standby Notice on any day, including any day that is not a Business Day.

(b) **No Reliance on Other Notices.** GBE may post a Standby Notice to the Portal or send a Standby Notice to Participant by SMS text message. Participant acknowledges that any Standby Notice posted to the Portal or sent by SMS text message is provided to Participant by way of courtesy only, and that Participant should not rely upon the Portal or SMS text message to receive Standby Notices.

(c) **No Reliance on Information.** The Standby Notice may, but is not required to, specify the anticipated time of commencement of the Activation Period or the anticipated duration of the Activation Period. Participant acknowledges that any information in a Standby Notice is provided to Participant for courtesy only, and the actual details regarding an Activation Period may be subject to change. Participant is not entitled to rely upon any information contained in a Standby Notice regarding an Activation Period.

(d) **No Guarantee of Activation Period.** Participant acknowledges that GBE does not guarantee that an Activation Period will follow the issuance of a Standby Notice, and that GBE in its discretion may elect not to initiate an Activation Period after issuing a Standby Notice.

2.3 Activation Notice.

(a) **General.** GBE will notify Participant of the commencement of an Activation Period by providing to Participant an email notice using the email address provided by Participant in Participant's registration for the NWA Program no later than two (2) hours prior to the commencement of an Activation Period (an "**Activation Notice**"). The Activation Notice will specify the time that the Activation Period will commence, the duration of the Activation Period, and any other information that GBE deems as relevant to the Activation Notice. GBE may, but is not required to, issue more than one (1) Activation Notice per Activation Period. GBE will not issue an Activation Notice in respect of an Activation Period unless GBE has previously issued a Standby Notice in respect of the Activation Period.

(b) **No Reliance on Other Notices.** GBE may post an Activation Notice to the Portal or send an Activation Notice to Participant by SMS text message. Participant acknowledges that any Activation Notice posted to the Portal or sent by SMS text message is provided to Participant by way of courtesy only, and that Participant should not rely upon the Portal or SMS text message to receive Activation Notices.

2.4 Capacity Obligation.

(a) **Obligation to Provide.** Subject to Section 2.4(b), Participant will provide the Capacity Obligation promptly upon commencement of an Activation Period in accordance with the restrictions and requirements of the applicable Activation Notice.

(b) **Monthly Activation Period Maximum.** Notwithstanding Section 2.4(a), if Participant has provided the Capacity Obligation in respect of two (2) Activation Periods (excluding any Activation Periods initiated pursuant to Section 2.5) during a calendar month, then Participant will not be required to provide the Capacity Obligation in respect of any additional Activation Periods ("**Additional Activation Periods**") in the calendar month.

(c) **Non-Performance Event.** If Participant fails to provide all or any portion of the Capacity Obligation in respect of an Activation Period (a "**Non-Performance Event**"), Participant may be ineligible to receive the applicable Monthly Payment to which Participant was otherwise entitled in accordance with Article 5.

(d) **Notice of Non-Performance.** If, at any time prior to the commencement of an Activation Period, Participant becomes aware that Participant will or is reasonably likely to be unable to provide the Capacity Obligation, Participant will promptly provide a notice of Participant's non-performance to GBE (by email in accordance with Section 12.2) that describes (to the extent applicable) the reasons for Participant's non-performance. If GBE determines in GBE's discretion that Participant's non-performance occurred as a result of reasons beyond Participant's reasonable control, then, notwithstanding Section 2.4(c), Participant's non-performance will not be deemed to be a Non-Performance Event. For greater certainty,

a Contributor's failure to perform or withdrawal of cooperation with Participant will not, by itself, constitute a reason beyond Participant's reasonable control unless Participant demonstrates that it exercised commercially reasonable efforts (including enforcement of its User Rights) to prevent or mitigate such failure. On request by GBE, Participant will use commercially reasonable efforts to provide any additional information reasonably required by GBE to evaluate the reasons for Participant's non-performance under this Section 2.4(d).

2.5 **Test Activation Periods.** No more than once per Obligation Period, GBE may initiate an Activation Period for the purpose of testing the NWA Program, including to verify Participant's ability to provide the Capacity Obligation. Sections 2.1, 2.2, 2.3 and 2.4 will continue to apply to a Activation Period initiated under this Section 2.5, notwithstanding that the Activation Period is for testing purposes only. GBE will clearly indicate in each Standby Notice and Activation Notice issued in respect of an Activation Period initiated under this Section 2.5 that the Activation Period is for testing purposes only.

2.6 **No Other Notice.** Participant acknowledges that GBE will not provide to Participant any notice in respect of an Activation Period other than as expressly set out in Sections 2.2 and 2.3. Except as expressly set out in this Agreement, Participant is solely responsible and liable for Participant's receipt of each Activation Notice, and Participant should monitor the email address to which Participant will receive Activation Notices as necessary.

2.7 **No Minimum Number of Activation Periods.** GBE makes no representation or warranty to Participant or any other person regarding the number of Activation Periods that GBE will initiate. Nothing in this Agreement will create or will be construed to create an obligation on GBE to initiate a minimum number of Activation Periods.

ARTICLE 3
Emergency Activation Periods

3.1 **Emergency Activations.** Subject to the provisions of this Agreement, GBE may request that Participant provide the Capacity Obligation at any time during an Availability Window for the purpose of management of emergency grid constraints (an "**Emergency Activation Period**").

3.2 **Emergency Activation Notices.** GBE will notify Participant of the commencement of an Emergency Activation Period by providing to Participant an email notice using the email address provided by Participant in Participant's registration for the NWA Program at any time prior to the commencement of the Emergency Activation Period (an "**Emergency Activation Notice**"). The Emergency Activation Notice will specify the time that the Emergency Activation Period will commence and, to the extent known, the duration of the Emergency Activation Period as well as any other information GBE deems is relevant to the Emergency Activation Period. For certainty, GBE is not obligated to issue a Standby Notice prior to an Emergency Activation Period.

3.3 **Capacity Obligation.**

(a) **No Obligation to Provide.** Participant may, but is not obligated to, provide the Capacity Obligation in respect of an Emergency Activation Period. For certainty, Participant's failure to provide the Capacity Obligation in respect of an Emergency Activation Period will not affect the applicable Monthly Payment to which Participant is entitled.

(b) **Emergency Response Payment.** If Participant provides the Capacity Obligation in respect of an Emergency Activation Period, then Participant will be entitled to receive a payment calculated in accordance with Section 5.1(c).

ARTICLE 4
Meter Data

4.1 **GBE-Owned Meters.** If the energy consumption of a CAR is measured by a meter owned by GBE, then GBE will use that meter for purposes related to the administration of the NWA Program to Participant (including to calculate the amount of Monthly Payments owing to Participant under Article 5). Participant will ensure that each Contributor cooperates with GBE and does not interfere with GBE's access to or use of such meter or the associated data.

4.2 **Non-GBE-Owned Meters.** If the energy consumption of a CAR is measured by a meter that is not owned by GBE, then:

(a) Participant will ensure that each Contributor consents to the access and use of the meter by or on behalf of GBE (including by any of GBE's Representatives) for purposes related to the administration of the NWA Program to Participant (including to calculate the amount of Monthly Payments owing to Participant under Article 5);

(b) at all times during the Term, Participant will ensure that each Contributor maintains the meter so that it may be accessed remotely by phone line and will be compatible with GBE's data collection system or an equivalent approved by GBE in its sole discretion; and

(c) Participant will ensure that each Contributor promptly, upon request by GBE, delivers all technical information about and all data produced by the meter reasonably required by GBE in connection with this Agreement or the NWA Program.

ARTICLE 5
Payments and Settlement Statements

5.1 **Capacity and Performance Payments.** As consideration for Participant's participation in the NWA Program, GBE will pay to Participant the following payments (to the extent applicable) (collectively, the "**Program Payment**"):

(a) a fixed payment for each Business Day during the Obligation Period (the "**Capacity Obligation Payment**");

(b) a variable payment for each hour of activation of the CARs above the Contracted Monthly Activations during the Obligation Period (the "**Capacity Incentive Payment**"); and

(c) a variable payment for each hour of an Emergency Activation Period during which Participant provides the Capacity Obligation (the "**Emergency Activation Payment**"),

each calculated in accordance with Schedule B.

5.2 **Non-Performance Charges.** GBE may charge to Participant the following charges (to the extent applicable) (collectively, the "**Performance Charge**"):

(a) a capacity dispatch charge that applies when the CARs are unable to deliver at least 85% of the Capacity Obligation during an Activation Period (the "**Capacity Dispatch Charge**"); and

(b) a capacity obligation charge that applies when the CARs are unable to deliver at least 85% of the Capacity Obligation during either of the following: (i) an Activation Period initiated for testing purposes under Section 2.5; or (ii) two or more Activation Periods (excluding Activation Periods initiated for testing purposes under Section 2.5) during a calendar month (the "**Capacity Obligation Charge**"),

each calculated in accordance with Schedule B.

For clarity, the Performance Charge reduces the Monthly Payment for the same month only and will not result in any amount being payable by Participant to GBE. If the Capacity Obligation Charge is due for a month, the Capacity Dispatch Charge will not be due for that month.

5.3 **Taxes.** Monthly Payments are exclusive of all applicable Taxes. In this Agreement, "**Taxes**" means all federal, state, provincial and municipal sales, use, value-added, property, excise, import, export, foreign, withholding and other governmental taxes, duties, charges, deductions, levies, fees, excises, tariffs and assessments of any nature whatsoever now or hereafter imposed, and all related interest, penalties and expenses.

5.4 **Settlement Statements.** No later than fifteen (15) Business Days following the last calendar day of a month during the Obligation Period, GBE will prepare and deliver (by email) a written statement summarizing Participant's performance for the month in respect of providing its Capacity Obligation for any Activation Periods, and setting out the Monthly Payment (if any) payable by GBE to Participant in respect of the month and applicable Taxes (the "**Settlement Statement**").

5.5 **Payments.** GBE will pay to Participant the Monthly Payment set out in a Settlement Statement by the last Business Day of the immediately following month. All Monthly Payments and applicable Taxes are paid in Canadian currency. GBE will make all payments to Participant by electronic funds transfer or cheque to the account designated in writing by Participant, or by an alternative, commercially reasonable payment method specified in writing by GBE from time to time.

ARTICLE 6
Participant Covenants

6.1 **Capacity Obligation and Covenants.** Participant hereby covenants as follows:

(a) Participant will comply with all applicable provisions of the Program Rulebook and will ensure that each Contributor and each CAR complies with the Program Rulebook provisions that apply to it;

(b) at all times during the Obligation Period, Participant will: (i) monitor Participant's communications with GBE, including all reasonable channels; and (ii) take all necessary preparations to enable Participant to respond to Standby Notices and Activation Notices;

(c) Participant will not make any change to the CARs, or to any connection assets related to the CARs (including their configuration), that may affect the performance of either Party's obligations under this Agreement;

(d) Participant will maintain sufficient User Rights over each CAR to control performance to meet the Capacity Obligation and to provide required data and access. Participant will ensure each Contributor owns or controls, operates and maintains its CAR using good engineering and operating practices and in accordance with all applicable requirements of the Program Rulebook, the Distribution System Code, any connection agreement to which such Contributor is a party, and all other Laws;

(e) Participant will ensure that revenue-quality interval meters are connected to each CAR and the Distribution System and approved and verified by Measurement Canada and is usable for billing purposes on an hourly or subhourly basis;

(f) Participant will ensure that each CAR is connected to GBE's Distribution System at a single Connection Point associated with a feeder originating from either Preston TS, Galt TS, or MTS#1; and

(g) Participant will ensure that the CARs meet a Capacity Obligation of at least 25 KW, and be on GBE's General Service rate class.

ARTICLE 7
Representations, Warranties and Disclaimers

7.1 Mutual Representations/Warranties: Each Party represents and warrants that: (a) the Party has, and will have at all material times, all requisite corporate power, capacity, authority and approvals to enter into, execute and deliver this Agreement and to perform the Party's obligations and exercise the Party's rights under this Agreement; and (b) the Party's execution and performance of this Agreement will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) that the Party now or in the future owes to any other Person.

7.2 Representations and Warranties of Participant. Participant represents and warrants to GBE as follows, and acknowledges that GBE is relying on such representations and warranties in entering into this Agreement:

(a) Participant meets all eligibility criteria required to participate in the NWA Program as set out in the Program Rulebook;

(b) Participant is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);

(c) all information that Participant has provided or will provide to GBE pursuant to or in connection with this Agreement, including in its Capacity Auction Offer, is true and complete in all respects;

(d) Participant has obtained all valid licenses, permits, certificates, registrations, authorizations, consents or approvals issued by a Governmental Authority that is necessary to perform Participant's obligations under this Agreement; and

(e) Participant will maintain sufficient User Rights over the CARs to enable Participant to perform its obligations under this Agreement.

7.3 Representations and Warranties of Participant in Respect of Each Contributor. Participant represents and warrants to GBE with respect to each Contributor as follows, and acknowledges that GBE is relying on such representations and warranties in entering into this Agreement:

(a) without limiting Section 7.2(d), after due inquiry, including inquiry made pursuant to any environmental assessment that may have been required as part of the permitting and approvals process for the Contributor or its CAR by a Governmental Authority, Participant is not aware of any opposition to the development or the operation of a Contributor's CAR (carried out in such a manner to allow the Participant meet its obligations under this Agreement) from Indigenous governments or organizations;

(b) no Capacity Auction Offer to the NWA Program has or will be made in respect of a Contributor or its CAR other than the Capacity Auction Offer made by Participant and accepted by GBE;

(c) no Contributor is a participant in any other load reduction or similar program that will or is reasonably likely to affect the performance of Participant's obligations under this Agreement, including Participant's obligation to provide the Capacity Obligation during the Obligation Period;

(d) each Contributor has obtained and will maintain at all times during the Term valid insurance policies in respect of its CAR covering such amount as a prudent owner or operator of a similar asset would maintain and Participant's entering into and the carrying out of its obligations under this Agreement do not breach or otherwise invalidate such insurance policies;

(e) with respect to each Contributor:

(i) such Contributor is the legal owner of its CAR or otherwise has the legal right to commit the CAR to the NWA Program; and

(ii) such Contributor's CAR meets all eligibility criteria set out in the Program Rulebook;

(iii) such Contributor's CAR has been designed, installed, operated and maintained in accordance with good engineering and operating practices and meets all relevant requirements of the Distribution System Code and all other Laws; and

(f) the Capacity Auction Resources in the aggregate is equal to or exceeds the Capacity Obligation and will continue to do so throughout the Obligation Period.

7.4 General Disclaimer: The representations and warranties expressly set out in this Agreement are in lieu of, and replace, all other representations, warranties and conditions implied by applicable Laws. Except as expressly set out in this Agreement, and to the maximum extent permitted by applicable Laws, the NWA Program is provided "as is", "as available" and "with all faults", and without any representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, including any representation, warranty, condition or guarantee of or relating to accuracy, availability, completeness, correctness, durability, errors, fitness for a particular purpose, merchantability, non-infringement, performance, quality, results, suitability, timeliness or title, all of which are hereby disclaimed by GBE to the fullest extent permitted by applicable Laws. Except for the representations and warranties expressly set out in this Agreement, no oral or written information or advice given by or on behalf of GBE will create any legally binding or effective representation, warranty, condition or guarantee. Participant is solely responsible and liable for Participant's participation in the NWA Program, including the management and performance of the Capacity Auction Resources and Contributors, to achieve Participant's intended results.

7.5 Specific Acknowledgements and Disclaimers: Without limiting Section 7.4, and notwithstanding any other provision of this Agreement:

(a) **Program Suspension, Termination or Amendment:** GBE will not be liable to Participant or any other person for any suspension or termination of or amendment to the NWA Program to the extent relating to a direction from the IESO, a change in Laws, a change in market conditions affecting the administration of the NWA Program or any other circumstances as determined by GBE in its discretion; and

(b) **Technology:** The NWA Program (including the Portal and any email communications sent in connection with the NWA Program) may be affected by numerous circumstances beyond GBE's control, and may not be continuous, uninterrupted or secure. The NWA Program (including the Portal and any email communications sent in connection with the NWA Program) may also be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. GBE is not responsible or liable for any delays, delivery failures or other damage or loss resulting from those circumstances, limitations, delays or other problems.

ARTICLE 8
Indemnity and Liability

8.1 **Indemnity.** Participant hereby indemnifies GBE against and saves and holds GBE and each of its Representatives harmless from all third-party claims, suits, proceedings, liabilities, losses, damages, costs, expenses, demands and actions, and any fines, penalties, orders and sanctions imposed by a governmental authority, and all resulting liabilities, arising from, connected with or relating to any of the following: (a) Participant's participation in the NWA Program, including any occurrence or event during the Term relating to Participant providing its Capacity Obligation during the Obligation Period; or (b) a breach of this Agreement by Participant or any wrongful act or omission by Participant or any Person for whom Participant is responsible under this Agreement or applicable Laws.

8.2 **Liability Exclusions/Limitations.** Notwithstanding any provision of this Agreement except Section 8.3, and to the maximum extent permitted by applicable Laws:

(a) **Exclusions:** The liability (if any) of each Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including the NWA Program) or any related matter is limited to direct damages suffered by the other Party only, and in no event and under no circumstances will either Party or any of its Representatives be liable to the other Party or any of its Representatives for any indirect, incidental, consequential, special, exemplary or punitive loss or damage of any nature or kind whatsoever or for any loss of data, loss of information, loss of business, loss of markets, loss of savings, loss of income, loss of profits, loss of use, loss of production or loss of goodwill, anticipated or otherwise;

(b) **Limitations:** Without limiting Section 8.2(a), in no event and under no circumstances will the total aggregate liability of either Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including the NWA Program) and all related matters ever exceed the total amount of fees actually paid by GBE to Participant pursuant to this Agreement during the twelve (12) months immediately before the date on which the liability arose (or if this Agreement is in effect for less than twelve (12) months before that date, then the total amount of fees actually paid to that date pro-rated on a twelve (12) month basis); and

(c) **Application:** This Section 8.2 applies to liability under any theory (including contract, tort, strict liability and statutory liability), regardless of any negligence or other fault or wrongdoing by the liable Party or any of its Representatives, even if other remedies are not available or do not adequately compensate for the loss or damage, even if the liable Party knows or ought to have known of the possibility of the loss or damage being incurred, and regardless of whether or not the loss or damage was foreseeable.

8.3 **Exceptions:** Notwithstanding Section 8.2, the exclusions and limitations set out in Section 8.2 do not apply to: (a) any indemnification obligations under Section 8.1; or (b) liability for fraud, gross negligence or wilful misconduct by the liable Party or its Representatives.

ARTICLE 9
Term and Termination

9.1 **Term.** Subject to Article 9 this Agreement will have a term beginning [Month, Day, Year] and expiring midnight at the end of [Month, Day, Year] (the "**Term**").

9.2 **Termination by GBE.** Notwithstanding anything in this Agreement to the contrary, GBE may terminate this Agreement at its sole discretion upon thirty (30) calendar days' advance written notice to Participant.

9.3 Participant Default.

(a) Each of the following constitutes a "**Participant Event of Default**" by Participant:

(i) Participant fails to perform any material covenant or obligation set forth in this Agreement;

(ii) Participant is in breach of any representation or warranty set forth in this Agreement;

(iii) Participant fails or ceases to hold a valid licence, permit, certificate, registration, authorization, consent or approval issued by a Governmental Authority where such failure or cessation may result in a material adverse effect on Participant or its ability to satisfy its obligations under this Agreement;

(iv) Participant experiences two (2) or more Non-Performance Events;

(v) Participant makes an assignment for the benefit of its creditors generally under any Laws applicable to Participant, or consents to the appointment of a receiver, manager, receiver-manager, monitor, trustee in bankruptcy or liquidator for all or part of its property or files a petition or proposal to declare bankruptcy or to reorganize pursuant to any Laws applicable to Participant;

(vi) Participant amalgamates with, or merges with or into, or transfers all or substantially all of its assets (including Participant's User Rights to the CARs) to, another Person without having obtained GBE's prior written consent;

(vii) Participant fails to maintain sufficient User Rights over the CARs such that Participant cannot perform its obligations under this Agreement;

(viii) Participant removes a Contributor in a manner that causes the CARs to fail to meet the Capacity Obligation or violates the Program Rulebook; and

(ix) Participant fails to ensure that any Contributor complies with the Program Rulebook provisions applicable to it, where such failure materially affects the Participant's ability to meet its obligations under this Agreement.

(b) If any Participant Event of Default occurs and is not remedied within ten (10) Business Days after written notice of such failure by GBE, GBE may, in addition to any remedy available to it under this Agreement:

(i) suspend any payments owing to Participant until such Participant Event of Default has been remedied to the satisfaction of GBE; and

(ii) terminate this Agreement without any further notice to Participant; and

(iii) exercise any right, power or remedy that may be available to GBE at law or in equity.

9.4 GBE Default. If GBE fails to make any payment under this Agreement when due, and if such failure is not remedied within fifteen (15) Business Days after written notice of such failure from Participant, Participant may:

(a) terminate this Agreement upon thirty (30) days prior written notice to GBE; and

(b) exercise any right, power or remedy that may be available to Participant at law or in equity.

9.5 Consequences of Termination. On expiration or termination of this Agreement: (a) Participant will promptly cease participation in the NWA Program; (b) each Party will remain responsible and liable for all obligations arising before the expiration or termination of this Agreement; (c) each Party will perform all obligations expressly set out in this Agreement arising on expiration or termination of this Agreement; and (d) GBE will promptly pay all outstanding payments owing to Participant under this Agreement.

9.6 Suspension of NWA Program: Notwithstanding any other provision of this Agreement, GBE may temporarily suspend the NWA Program or Participant's participation in the NWA Program on the occurrence of any of the following events: (a) Participant fails to comply with the Program Rulebook; or (b) GBE reasonably believes that the suspension of the NWA Program is required by applicable Laws or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability. To the extent reasonably practicable, GBE will give Participant reasonable prior notice of a suspension of the NWA Program pursuant to this Section 9.6.

9.7 Survival. Notwithstanding any other provision of this Agreement, each of Sections 1.8 (Governing Law), Article 5 (Payments and Settlement Statements) (which Article will expire following the final settlement of all undisputed amounts under Section 5.5), Article 8 (Indemnity and Liability), Article 10 (Confidential Information), Article 11 (Dispute Resolution) and all other provisions necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of this Agreement and will remain in full force and effect and be binding on the Parties as applicable.

ARTICLE 10
Confidential Information

10.1 Definition. In this Agreement, "**Confidential Information**" means, subject to Section 10.2, all information, in any form and on any medium, disclosed or made available by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or any of the Receiving Party's Representatives pursuant to this Agreement or in connection with the negotiation of this Agreement or the performance of this Agreement, regardless of the form of disclosure, including all information relating to the Disclosing Party's business and business plans, products, services and related documentation (including related practices, procedures, processes, methods, systems and future development roadmaps), investments, technologies, systems, marketing plans, sales and financial information, financial results, patients, clients, customers and suppliers, and all information disclosed by or on behalf of the Disclosing Party in connection with the resolution of disputes pursuant to Section 11.1. Without limiting the foregoing in this Section 10.1: (a) the financial provisions of this Agreement (including the amount of fees payable under this Agreement) are GBE's Confidential Information; and (b) subject to Section 10.2, any information relating to any Contributor or its CAR that is disclosed by or on behalf of Participant to GBE constitutes Participant's Confidential Information.

10.2 Exceptions. Information will not be considered to be the Disclosing Party's Confidential Information to the extent the information is: (a) already known to the Receiving Party or its Representatives free of any confidentiality obligation or other similar restriction at the time the information is disclosed or made available by or on behalf of the Disclosing Party to the Receiving Party or its Representatives; (b) lawfully and in good faith obtained by the Receiving Party or its Representatives from an independent third party free of any restriction and without breach of this Agreement, any agreement with the third party or any other confidentiality obligation; (c) or becomes generally available to the public through no wrongful act or omission by or on behalf of the Receiving Party or any Person for whom the Receiving Party is responsible under this Agreement or applicable Laws; or (d) independently developed by or on behalf of the Receiving Party without the use of any of the Disclosing Party's Confidential Information.

10.3 **Ownership.** As between the Parties, all right, title and interest (including intellectual property rights) in, to and associated with the Disclosing Party's Confidential Information will remain the sole property of the Disclosing Party. This Agreement does not grant, by implication or otherwise, to the Receiving Party any right, title, or interest in, to or associated with the Disclosing Party's Confidential Information, other than the limited permission to use and disclose the Disclosing Party's Confidential Information as expressly set out in this Section 10.

10.4 **Permissible Use/Duty to Protect.** Subject to Section 10.5, the Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the term of this Agreement and only as necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's Representatives with a legitimate need to know the Confidential Information and only if and to the extent the disclosure is necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement; (c) both during and indefinitely after the term of this Agreement maintain the confidentiality of the Disclosing Party's Confidential Information using the same degree of care as the Receiving Party affords to the Receiving Party's own confidential information of a similar nature that the Receiving Party desires not to be disclosed, and in no event less than reasonable care, to prevent unauthorized access to, or use or disclosure of, the Disclosing Party's Confidential Information; and (d) ensure that each Person to whom the Receiving Party discloses the Disclosing Party's Confidential Information under this Section 10.4 is aware of and complies with the restrictions and requirements set out in items (a), (b) and (c) above in this Section 10.4, including in the case of Participant as Receiving Party any Contributor and its Representatives to whom Participant disclosed GBE's Confidential Information.

10.5 **Additional Permitted Disclosures.** Notwithstanding the restrictions and requirements set out in each of Sections 10.4 and 10.6, the Receiving Party may disclose the Disclosing Party's Confidential Information: (a) if and to the extent the disclosure is required by a valid order, direction or requirement of a court, tribunal, governmental agency or institution of competent jurisdiction and authority or by any applicable Laws, provided that before making the disclosure the Receiving Party gives reasonable notice (if and to the extent not prohibited by applicable Laws) to the Disclosing Party of the potential disclosure, and on request by the Disclosing Party reasonably assists the Disclosing Party to seek a protective order preventing or limiting the potential disclosure or use of the Disclosing Party's Confidential Information; and (b) to the Receiving Party's legal, accounting and tax advisors, if and to the extent the disclosure is required for a bona fide legal, accounting or tax purpose (as applicable) and provided that the advisor is subject to professional obligations of confidentiality regarding the disclosed Confidential Information, and the Receiving Party is fully responsible and liable for the advisor's use and disclosure of the Disclosing Party's Confidential Information; and (c) with respect to Participant as Receiving Party, to a Contributor and its Representatives, solely to the extent necessary for the Contributor to perform obligations in respect of its CAR under the Program Rulebook, provided that Participant ensures such Contributor and its Representatives are bound by confidentiality obligations no less protective than this Article 10 and Participant remains fully responsible and liable for their use and disclosure of GBE's Confidential Information. Without limiting the foregoing in this Section 10.5, Notwithstanding any other provision of this Agreement, the Parties acknowledge that GBE is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("**MFIPPA**") and the *Freedom of Information and Protection of Privacy Act* ("**FIPPA**") and is governed by the Independent Electric System Operator ("**IESO**") and the Ontario Energy Board ("**OEB**") and will have the right to disclose Participant's Confidential Information if and to the extent required by MFIPPA, FIPPA, the IESO, the OEB, or other Laws, provided that GBE will, to the extent permitted by Laws, first inform Participant (to the extent lawfully able) of the request or requirement for disclosure to allow an opportunity for Participant to apply for an order to prohibit or restrict such disclosure.

10.6 **Return and Destruction of Confidential Information.** On expiration or termination of this Agreement or at any other time on request by the Disclosing Party, the Receiving Party will use commercially reasonable efforts to either (at the Receiving Party's option) promptly deliver to the Disclosing Party, or permanently delete and destroy, all documents and records containing the

Disclosing Party's Confidential Information in the possession or control of the Receiving Party or the Persons to whom the Receiving Party has disclosed any of the Disclosing Party's Confidential Information under Section 10.4; provided that the foregoing in this Section 10.6 does not apply to any of the following: (a) electronic records containing the Disclosing Party's Confidential Information that are in a computerized archival or backup system that is protected by commercially reasonable security measures; (b) the Disclosing Party's Confidential Information that the Receiving Party is required to retain to comply with applicable Laws or for commercially reasonable contract administration and enforcement purposes; and (c) the Disclosing Party's Confidential Information that this Agreement expressly permits the Receiving Party to retain after expiration or termination of this Agreement. On written request by the Disclosing Party, the Receiving Party will deliver to the Disclosing Party a declaration signed by a senior officer of the Receiving Party certifying that the Receiving Party has complied with this Section 10.6. For greater certainty, any document or record containing the Disclosing Party's Confidential Information that is retained by or on behalf of the Receiving Party or any Person to whom the Receiving Party has disclosed any of the Disclosing Party's Confidential Information under Section 10.4 will continue to be subject to all of the restrictions and requirements set out in this Article 10. Where Participant has disclosed GBE's Confidential Information to any Contributor or its Representatives, Participant will use commercially reasonable efforts to cause such Contributor and its Representatives to comply with this Section 10.6.

10.7 Duration of Confidentiality Obligations. For greater certainty, and unless the Parties expressly agree in writing otherwise, the restrictions and requirements set out in this Section 10 will continue to apply to each item of Confidential Information unless and until the item no longer qualifies as Confidential Information by virtue of the application of one or more of the exceptions set out in Section 10.2.

ARTICLE 11
Dispute Resolution

11.1 Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through informal discussions then:

(a) written notice, containing a request to negotiate, will be given by either Party to the other Party, such notice to be given promptly in order to prevent further damages resulting from delay and will specify the issues in dispute;

(b) negotiations will occur between senior Representatives of each Party within twenty (20) days of receipt of the written notice described in Section 11.1(a) above;

(c) all information exchanged during these negotiations will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their Representatives, unless otherwise required by Laws. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations; and

(d) if the parties do not resolve all of the issues in dispute within ten (10) Business Days after notice has been given, then the Parties will submit all unresolved issues to binding arbitration.

ARTICLE 12
Miscellaneous

12.1 Relationship Between Parties. Nothing in this Agreement will create or be deemed to create a relationship of partners, joint venturers, fiduciary, principal and agent or any other relationship between the Parties.

12.2 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder will be transmitted in writing and will be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, charges prepaid, or three (3) days following the date mailed when sent by registered or certified mail, postage prepaid, return receipt requested, or when sent by email, the day of delivery, addressed as follows:

If to GBE: Name:

Title:

Address:

Phone:

Email:

If to Participant: Name:

Title:

Address:

Phone:

Email:

or such other address or facsimile number as may be designated by either party hereto by written notice to the other in accordance with this Section 12.2.

12.3 Binding Effect. This Agreement is binding upon and enures to the benefit of the Parties, their successors, legal representatives and permitted assigns.

12.4 Assignment and Change of Control.

(a) Participant may not assign this Agreement or its rights or obligations under this Agreement except with the prior written consent of GBE in its sole and absolute discretion, and no assignment made without the prior written consent of GBE relieves Participant of its obligations under this Agreement.

(b) GBE may assign this Agreement or its rights or obligations under this Agreement upon prior written notice to Participant.

(c) Participant will not permit or allow a change of Control of Participant without the prior written consent of GBE in its sole and absolute discretion.

(d) Participant will not assign, subcontract or otherwise delegate its obligations under this Agreement in whole or in part without the prior written consent of GBE in its sole and absolute discretion, and any purported assignment, subcontract or delegation by Participant without GBE's consent constitutes a Participant Event of Default under this Agreement and entitles GBE to terminate the Agreement and claim for any damages thereby suffered or incurred.

12.5 **Remedies.** The rights, powers and remedies of the Parties in this Agreement are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to the Parties at law or in equity.

12.6 **Further Assurances.** Each of the Parties will, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement.

12.7 **Severability.** In the event that any of the covenants herein will be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by Laws, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion will be severable from the remainder of this Agreement.

12.8 **No Waiver.** A waiver of any provisions of this Agreement will not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly indicated in writing.

12.9 **Time.** Time is of the essence in all respects of this Agreement.

12.10 **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement is intended to or will confer upon any Person other than the Parties any legal or equitable right, benefit or remedy of any nature whatsoever; without limiting the foregoing, Contributors and their Representatives are not third-party beneficiaries of this Agreement and GBE will have no obligations to any Contributor under this Agreement.

12.11 **Counterparts.** This Agreement may be executed in two or more counterparts, and all such counterparts will together constitute one and the same Agreement.

[Rest of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the Effective Date by their duly authorized representatives as set forth below.

GrandBridge Energy Inc.

By: _____
Name:

Title:

I have the authority to bind the corporation.

[Participant Legal Name]

By: _____
Name:

Title:

I have the authority to bind Participant.

SCHEDULE A
FACILITIES

1. GENERAL INFORMATION	
a. Name of Participant:	
b. Registered address:	
c. HST number:	
d. GBE customer account:	
e. Auction Capacity (MW):	
f. Obligation Period:	
g. Availability Window:	
h. Capacity Auction Clearing Price:	
i. Contracted Monthly Activations:	
2. NOTICE INFORMATION	
a. Name of primary contact:	
b. Title of primary contact:	
c. Primary contact email address:	
d. Primary contact mobile phone:	
e. Name of secondary contact:	
f. Title of secondary contact:	
g. Secondary contact email address:	
h. Secondary contact mobile phone:	
3. CAPACITY AUCTION RESOURCES SUMMARY	
a. Total number of Contributors:	
b. Stations / Feeders served (Preston TS / Galt TS / MTS#1):	
c. Metering:	

4. CONTRIBUTORS

#	Contributor Legal Name	GBE Customer Account #	Description of Demand Response Resource
1.			
2.			

3.			

[PARTICIPANT NAME] Name: Title:	**GrandBridge Energy Inc.** Name: Title:

SCHEDULE B
PAYMENTS, CHARGES AND MEASUREMENT AND VERIFICATION BASELINE METHODOLOGY

1. Payments

(a) Monthly Payment

Equation ("**Eq**") 1 sets out the calculation for the Monthly Payment ($) for month "m" of the Obligation Period.

$$MPm = \max(COPm + CIPm + EAPm - \max(CDCm, COCm), 0) \quad (1)$$

Where

COP_m	is the Capacity Obligation Payment ($) calculated for month "m" in Eq 2.
CIP_m	is the Capacity Incentive Payment ($) calculated for month "m" in Eq 3.
EAP_m	is the Emergency Activation Payment ($) calculated for month "m" in Eq 4.
CDC_m	is the Capacity Dispatch Charge ($) calculated for month "m" in Eq 5.
COC_m	is the Capacity Obligation Charge ($) calculated for month "m" in Eq 6.

(b) Capacity Obligation Payment

Eq 2 sets out the calculation for the Capacity Obligation Payment ($) for month "m" of the Obligation Period.

$$COP_m = C_m \times P_m \times D_m \quad (2)$$

Where

C_m	is the Capacity Obligation (MW) for month "m".
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month "m".
D_m	is the number of Business Days for month "m".

(c) Capacity Incentive Payment

Eq 3 sets out the calculation for the Capacity Incentive Payment ($) for month "m" of the Obligation Period.

$$CIP_m = \Sigma_{AA} (HADC_{AA} \times CIPP_m \times H_{AA}) \; \forall \; AA \in \{CMA_m+1, CMA_m+2, \ldots\} \quad (3)$$

Where

AA	is the Additional Activation Periods that occur beyond the Contracted Monthly Activations for month “m”
$HADC_{AA}$	is the Hourly Average Delivered Capacity (MW) for the hours H_{AA}
$CIPP_m$	is the Capacity Incentive Payment Price ($/MWh) for month “m”.
H_{AA}	is the aggregate number of hours in each Additional Activation Period that occurs after the Contracted Monthly Activations for month “m”
CMA_m	is the Contracted Monthly Activation for month “m”

(d) **Emergency Activation Payment**

Eq 4 sets out the calculation for the Emergency Activation Payment ($) for month “m” of the Obligation Period.

$$EAP_m = \Sigma_{EA} (EHADC_{EA} \times EPP_m \times H_{EA}) \; \forall \; EA \in \{\text{emergency activations}\} \quad (4)$$

Where

EA	is the Emergency Activation Periods that occur for the month “m”
$EHADC_{EA}$	is the Hourly Average Delivered Capacity (MW) for the hours H_{EA}
EPP_m	is the Emergency Activation Payment Price ($/MWh) for month “m”
H_{EA}	is the aggregate number of hours in each Emergency Activation Period for month “m”

2. Charges

(a) **Capacity Dispatch Charge**

Participant will incur a Capacity Dispatch Charge if any one Activation Period within the Contracted Monthly Activation Periods is deemed an Unsuccessful Activation Period (see Eq.10). Eq 5 sets out the calculation for the Capacity Dispatch Charge ($) for month “m” of the Obligation Period.

$$CDC_m = C_m \times P_m \times NPI \quad (5)$$

Where

CDC_m	is the Capacity Dispatch Charge for month “m”
C_m	is the Capacity Obligation (MW) for month “m”.
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month “m”.

NPI	is the non-performance factor applicable for month “m” as indicated in Schedule C.

(b) **Capacity Obligation Charge**

Participant will incur a Capacity Obligation Charge if any two or more Activation Periods within the Contracted Monthly Activation Periods are deemed Unsuccessful Activation Periods (see Eq.10). Eq 6 sets out the calculation for the Capacity Obligation Charge ($) for month “m” of the Obligation Period.

$$COC_m = C_m \times \min(P_m, RP_m) \times D_m \quad (6)$$

Where

C_m	is the Capacity Obligation (MW) for month “m”.
P_m	is the Capacity Auction Clearing Price ($/MW-day) for month “m”.
RP_m	is the Capacity Auction Reference Price ($/MW-day) for month “m”.
D_m	is the number of Business Days for month “m”.

If applicable, the Capacity Obligation Charge will be equal to the Capacity Obligation Payment for the month “m”. The Capacity Obligation Charge will be capped at one charge per month “m”, and if applicable, will override the Capacity Dispatch Charge (i.e. if the Capacity Obligation Charge is due, then the Capacity Dispatch Charge will not be due.)

3. Measurement and Verification Baseline Methodology

(a) The volume of capacity Participant provides in Activation Periods will be calculated on an hourly basis as the difference between Participant’s measured consumption of electricity during such Activation Period and Participant’s calculated Baseline Consumption applicable to such Activation Period, aggregated across all CARs**.**

Eq 7 sets out the calculation for the Hourly Average Delivered Capacity, for all Activation Periods, including Contracted Monthly Activations, Additional Activation Periods and Emergency Activation Periods.

$$HADC_{AP} = Meter_H - Baseline\ Consumption_H \quad (7)$$

Where

AP	is any Activation Period, including Contracted Monthly Activation, Additional Activation Period and Emergency Activation Period
$HADC_{AP}$	is the Hourly Average Delivered Capacity (MW) for the Activation Period, AP
$Meter_H$	is the Participant’s measured consumption for the Hour H

BaselineConsumptionH	is the Participant's calculated Baseline Consumption for the Hour H
H	is the hour within the Activation Period, AP, for which the HADC is being calculated

(b) The Baseline Consumption for a particular hour of an Activation Period for each CAR will be calculated using the last twenty (20) Regular Business Days, but excluding any activation days, from a range of Business Days that go back to a maximum of thirty-five (35) Business Days prior to the day on which the Activation Notice was issued. If there are less than twenty (20) Regular Business Days available, then GBE will use all available Regular Business Days within the maximum of thirty-five (35) Business Days to calculate each CAR's Baseline Consumption.

(c) Business Days prior to the Obligation Period will be deemed Regular Business Days, irrespective of the aforementioned definition of Regular Business Days. For example, when settling the month of May and assuming the resource was registered to participate as of May 1, then, all Business Days in April will be deemed Regular Business Days.

(d) Baseline Consumption will be calculated as follows:

$$\text{Baseline Consumption} = \text{AvgConsumption15}_H \times \text{VariationFactor}_H \quad (8)$$

where:

- H = hour within the Activation Period for which the Baseline Capacity is being calculated
- $\text{AvgConsumption15}_H$ = the average of the 15 highest consumption data values for the hour H, in the last 20 Regular Business Days prior to the activation day, for Participant
- VariationFactor_H = factor used to account for variation in the total consumption of Participant on the activation day, for hour H, in three hours immediately preceding Activation Period, when compared to total 15 highest consumption data values in the past 20 Regular Business Days, for corresponding hours, and calculated as follows:

$$\mathbf{VariationFactor_H} = \frac{(\mathbf{Consumption_{Y-2}} + \mathbf{Consumption_{Y-1}} + \mathbf{Consumption_Y})}{(\mathbf{AvgConsumption15_{Y-2}} + \mathbf{AvgConsumption15_{Y-1}} + \mathbf{AvgConsumption15_Y})} \quad (\mathbf{9})$$

where

- Y = one hour prior to the hour to the Activation Period for which the Baseline Consumption is being calculated
- H = an hour within the Activation Period for which the Baseline Consumption is being calculated
- Consumption = the actual consumption data values for the hours Y, Y-1, and Y-2, on the activation day, for Participant

- AvgConsumption15 = the average of the 15 highest consumption data values for the hours Y, Y-1, Y-2, in the last 20 Regular Business Days prior to the activation day, for Participant, except days with activations

- The VariationFactor can only be as low as 0.8 and as high as 1.2. Therefore, the VariationFactor will be rounded either up or down if calculated as being less than 0.8 or greater than 1.2, respectively

(e) Unsuccessful Activation Period: A Capacity Market Participant is deemed to have an Unsuccessful Activation Period, if during any hour of an Activation Period of the Contracted Monthly Activation Periods, or during a Test Activation Period, the Capacity Market Participant fails to deliver at least 85% of its Capacity Obligation, i.e, an Activation Period is deemed to be unsuccessful, if:

$$MHACD_{CA} < 85\% \times C_m \quad (10)$$

Where

CA	is any Activation Period, within the Contracted Monthly Activation Period for the month “m”
$MHADC_{CA}$	is the Minimum Hourly Average Delivered Capacity (MW) from all hours during the Activation Period under consideration
C_M	is the Capacity Obligation (MW) for month “m”.

(f) GBE, acting reasonably, may deem the Baseline Consumption established in accordance with the rules set out in this Schedule B to be unsuitable. In this event, GBE may direct Participant to propose an alternative methodology for calculating the Baseline Consumption for such Activation Period, such methodology to be subject to GBE’s approval.

(g) To allow GBE to determine the Baseline Consumption, GBE will utilize interval meter data for all calendar days from and including Saturday to Friday of a week ending Friday. Meter data will comprise a single feed (of one or more channels as required by GBE) of validated raw data (V0), and will include a feed of Validated, Edited, and Estimated (VEE) data (V1) if the raw data requires edits for each retail revenue meter that contributes to a settlement account.

SCHEDULE C
NON-PERFORMANCE FACTORS

Month	Non-Performance Factor
May	1.0
June	1.5
July	2.0
August	2.0
September	2.0
October	1.0

SCHEDULE D
DEFINITIONS

"**Activation Notice**" has the meaning set out in Section 2.3.

"**Activation Period**" has the meaning set out in Section 2.1.

"**Additional Activation Periods**" has the meaning set out in Section 2.4(b).

"**Agreement**" has the meaning set out in the opening paragraph of this NWA Program Participant Agreement (Aggregators).

"**Aggregator**" means the Participant that aggregates CARs owned by more than one Contributor.

"**Auction Capacity**" means the value in MW as set out in Section 1(e) of Schedule A.

"**Availability Window**" means the hours in an Obligation Period as set out in Section 1(g) of Schedule A during which Participant's CARs are required to be available to provide the Capacity Obligation.

"**Average Delivered Capacity**" means, for any period, the average of the Delivered Capacity for each applicable hour included in such period.

"**Baseline Consumption**" means the baseline capacity of electricity (MW) calculated by GBE in accordance with the measurement and verification methodology set out in Schedule B.

"**Business Day**" means any day other than a Saturday, a Sunday or a holiday as defined in section 88 of the *Legislation Act of Ontario*.

"**Capacity Auction**" means an auction operated by GBE to acquire megawatts of electricity available to be provided to the GBE-controlled grid in connection with the NWA Program.

"**Capacity Auction Clearing Price**" means the price ($/MW-day) as set out in Section 1(h) of Schedule A at which a Capacity Auction clears for an Obligation Period.

"**Capacity Auction Offer**" means an offer from Participant submitted in response to a Capacity Auction to provide the Capacity Obligation through a CAR for an applicable Obligation Period.

"**Capacity Auction Reference Price**" means the maximum price ($/MW-day) GBE is willing to pay for the Auction Capacity set out in the Pre-auction Report.

"**Capacity Auction Resources**" or "**CARs**" means the Demand Response Resources registered by Participant, in its capacity as aggregator, to satisfy the Capacity Obligation set out in this Agreement.

"**Capacity Dispatch Charge**" has the meaning set out in Section 5.2.

"**Capacity Incentive Payment**" has the meaning set out in Section 5.1.

"**Capacity Incentive Payment Price**" means the fixed price ($/MWh) set out in the Pre-auction Report.

"**Capacity Obligation**" means the amount of the Auction Capacity that Participant is required to provide from the Capacity Auction Resources during each hour of the Availability Window of an Obligation Period.

"**Capacity Obligation Charge**" has the meaning set out in Section 5.2.

"**Capacity Obligation Payment**" has the meaning set out in Section 5.1.

"**Confidential Information**" has the meaning set out in Section 10.1.

"**Contracted Monthly Activations**" means the number of Activation Periods in a given calendar month during the Obligation Period as set out in Section 1(f) of Schedule A.

"**Contributor**" a third-party customer of GBE that owns or controls a CAR with respect to which Participant holds sufficient User Rights.

"**Control**" means with respect to any Person at any time (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent (50%) or more of the individuals who are responsible for the supervision or management of that Person; or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise; and **Controlled by** has a corresponding meaning.

"**Delivered Capacity**" means, for any given hour, the sum of each CAR's minimum capacity of electricity (MW) as calculated by GBE in its sole discretion acting reasonably, derived from data from each CAR's meter, having regard to each CAR's Baseline Consumption for such hour as determined by GBE.

"**Demand Response Resource**" means a demand-side resource that commits to reducing electricity consumption during specific hours when called upon by GBE.

"**Disclosing Party**" has the meaning set out in Section 10.1.

"**Distribution System**" means a system connected to the IESO-controlled grid for distributing electricity at voltages of fifty (50) kilovolts or less and includes any structures, equipment or other things used for that purpose, provided that a Distribution System will be deemed to not include any equipment controlled by IESO pursuant to the Distribution System Code.

"**Distribution System Code**" means the code approved by the OEB and in effect from time to time, which, among other things, establishes the obligations of an LDC with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards of Distribution Systems.

"**Emergency Activation Notice**" has the meaning set out in Section 3.2.

"**Emergency Activation Payment**" has the meaning set out in Section 5.1.

"**Emergency Activation Payment Price**" means the fixed price ($/MWh) set out in the Pre-auction Report.

"**Emergency Activation Period**" has the meaning set out in Section 3.1.

"**Eq**" has the meaning set out in Schedule B.

"**FIPPA**" has the meaning set out in Section 10.5.

"**GBE**" has the meaning set out in the opening paragraph of this Agreement.

"**Governmental Authority**" means the Crown, any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other Laws, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority.

"**IESO**" has the meaning set out in Section 10.5.

"**KW**" means kilowatts.

"**Laws**" means: (a) applicable Canadian federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes; and (b) applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction.

"**LDC**" means the owner or operator of a Distribution System that is licensed by the OEB as an "electricity distributor".

"**Measurement Canada**" means the Special Operating Agency that was established in August 1996 by the *Electricity and Gas Inspection Act,* 1980-81-82-83, c. 87, and Electricity Gas Inspection Regulations (SOR/86-131).

"**MFIPPA**" has the meaning set out in Section 10.5.

"**Monthly Payment**" means, in respect of any calendar month, an amount (not less than $0) equal to the Program Payment for such month minus the Performance Charge for such month, each as calculated in accordance with Schedule B (Eq 1).

"**MW**" means megawatts.

"**Non-Performance Event**" has the meaning set out in Section 2.4(c).

"**NWA Program**" has the meaning set out in the recitals of this Agreement.

"**Obligation Period**" means the period of time for which Participant is required to fulfill its Capacity Obligation as set out in Section 1(f) of Schedule A.

"**OEB**" has the meaning set out in Section 10.5.

"**Other Agreements**" has the meaning set out in Section 1.6.

"**Participant**" means the Person identified in the opening paragraph of this Agreement, which must be the exact same Person identified in Section 1(a) of Schedule A of this Agreement.

"**Participant Event of Default**" has the meaning set out in Section 9.3.

"**Parties**" or "**Party**" has the meaning set out in the recitals to this Agreement.

"**Performance Charge**" has the meaning set out in Section 5.2.

"**Person**" means a natural person, First Nation that is a "band" as defined in the Indian Act, RSC 1985, c. I-5, co-operative, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.

"**Portal**" means the web portal owned and operated by GBE for the purpose of administration of the NWA Program at https://www.GridS2-GridShare.com.

"**Pre-auction Report**" has the meaning set out in Section 2 of the Program Rulebook.

"**Program Payment**" has the meaning set out in Section 5.1.

"**Program Rulebook**" means the Rulebook applicable to the NWA Program, a copy of which is attached as Schedule E.

"**Receiving Party**" has the meaning set out in Section 10.1.

"**Regular Business Day**" means a Business Day where Participant was not activated under the NWA Program.

"**Representatives**" means, with respect to a Person, all of the Person's directors, officers, employees, contract workers, consultants, advisors, agents, and other personnel and representatives, licensors, suppliers and service providers.

"**Settlement Statement**" has the meaning set out in Section 5.4.

"**Standby Notice**" has the meaning set out in Section 2.2.

"**Taxes**" has the meaning set out in Section 5.3.

"**Term**" has the meaning set out in Section 9.1.

"**User Rights**" means with respect to a Participant, ownership and operational control, or in absence of ownership and operational control, a contractual right broad enough to permit the Participant to use the CAR in such a manner to meet the requirements of this Agreement and the Program Rulebook.

SCHEDULE E
PROGRAM RULEBOOK

[To be attached.]

NON-WIRES ALTERNATIVE PROGRAM RULEBOOK
Appendix H – Electricity Retailer Waiver

Consent, Acknowledgement and Waiver Agreement

Date	
Legal name of electricity retailer (the "**Retailer**")	
Legal name of customer (the "**Customer**")	
Address of Customer	
GrandBridge Energy Account Number	
GrandBridge Energy Meter/Premise Number	

TO: The Customer and GrandBridge Energy ("**GBE**")

RECITALS:

1. **WHEREAS** the Customer is a party to an electricity retail agreement (the "**ERA**") with the Retailer.

2. **AND WHEREAS** the ERA may contain provisions that limit the Customer either generally or explicitly from entering into any other contract or agreement relating directly or indirectly to the supply of electricity or any other electricity program.

3. **AND WHEREAS** the Customer would like to participate in the GBE Non-Wires Alternative Program ("**NWA Program**").

4. **AND WHEREAS** the Retailer is prepared to provide this consent, acknowledgment and waiver referred to collectively as the "**Waiver**") to the addressees of this Waiver.

NOW THEREFORE for good and valuable consideration between the Customer and the Retailer, receipt of which is acknowledged by the signatories hereto, the parties agree as follows:

1. The Retailer acknowledges being advised that the Customer intends to participate in the NWA Program and that it has reviewed a copy of the rules (the "**Rules**") governing the NWA Program, which are publicly available on the *website*.

2. The Retailer hereby consents to the Customer participating in the NWA Program.

3. The Retailer acknowledges and agrees that the Customer and GBE, or the Customer and an Aggregator, as applicable, may enter into contracts relating directly or indirectly to the supply of electricity, capacity and/or energy pursuant to the NWA Program.

4. The Retailer acknowledges and agrees it shall have no entitlement to or receive any

benefit from the Customer, the Aggregator or GBE relating to the NWA Program.

5. The Retailer acknowledges and agrees that GBE is not in violation of any of its obligations under applicable law by making available the NWA Program.

6. The Retailer acknowledges and agrees that this Waiver shall not give rise to any event of default by the Customer or provide any remedy or right by it as against the Customer or any third party.

7. The Customer acknowledges and agrees that this Waiver shall not give rise to any event of default by the Retailer or provide any remedy or right by it as against the Retailer or any third party.

8. This executed Waiver is being provided pursuant to the Program Rules to the parties described therein for the express purposes of ensuring that the Customer meets the eligibility criteria described in Appendix B of the Rules.

9. Delivery of an executed copy of this Waiver by electronic transmission will be as effective as personal delivery of an originally executed copy.

10. This Waiver may not be assigned by either Party without the prior written consent of GBE.

Signature Page to Follow

Signed the day first above written.

[NAME OF RETAILER]

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

I/We have the authority to bind the corporation.

[CUSTOMER (LEGAL ENTITY)]

Per: _____
[Name]
[Title]

Per: _____
[Name]
[Title]

I/We have the authority to bind the corporation.

[CUSTOMER (INDIVIDUAL)]

_____
[NAME]

GRANDBRIDGE ENERGY

NON-WIRES ALTERNATIVE PROGRAM (GRIDSHARE) WEB PORTAL TERMS OF USE

Last Updated: September ___, 2025.

IMPORTANT NOTICE: Please carefully read these Terms of Use for the Non-Wires Alternative Program Web Portal (these "Terms"), which are a binding agreement with GrandBridge Energy Inc. ("GrandBridge") that governs use of the web portal (the "Portal") for GrandBridge's Non-Wires Alternative Program (the "NWA Program"). Each time you use the Portal, you accept and agree to be bound by the most current version of these Terms. If you do not agree to the most current version of these Terms, then you may not use the Portal. Unauthorized use of the Portal is strictly prohibited.

1. Introduction

1.1 NWA Program: The Portal is made available by GrandBridge for use by organizations participating in the NWA Program (each a "Participant") The Portal is intended for use only by or on behalf of a Participant for the sole purposes of: (a) registering for the NWA Program; and (b) if approved by GrandBridge, participating in Capacity Auctions, as that term is defined in the GrandBridge Energy Non-Wire Alternates Program Rulebook (the "NWA Program Rules").

1.2 Agreement to be Bound: You acknowledge that you are a natural person who is authorized by Participant to use the Portal on Participant's behalf (an "Authorized User"). By registering to use the Portal on behalf of Participant, and each time you use the Portal, you signify Participant's agreement to be bound by the most current version of these Terms.

1.3 Changes to these Terms: GrandBridge may change these Terms from time to time by posting the changed Terms on the Portal. The changed Terms will be effective immediately on posting, unless the changed Terms expressly state otherwise. Participant is solely responsible for checking the "Last Updated" date at the top of these Terms and reviewing any changes since the previous version. By using the Portal after these Terms have been changed by GrandBridge, Participant signifies Participant's agreement to the changed Terms. Participant may not change, supplement or amend these Terms in any manner.

2. The Portal

2.1 Permission to Use Portal: Participant may not use the Portal if Participant does not accept and agree to these Terms, if Participant has breached these Terms or if Participant's permission to use the Portal has been suspended or terminated by GrandBridge. GrandBridge in its discretion may refuse to grant Participant permission to use the Portal, and may restrict, suspend or terminate Participant's permission to use the Portal, without any notice or liability to Participant.

2.2 Use of Portal: Subject to these Terms, Participant may use the Portal for the sole purposes set forth in Section 1.1. Participant will use the Portal in accordance with these Terms, the NWA Program Rules and (if applicable) the participant agreement between Participant and GrandBridge

that governs Participant's participation in the NWA Program. Participant will not: (a) use the Portal in any manner, by any means, or for any purpose that is not expressly permitted by these Terms; (b) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Portal or otherwise attempt to access or use the Portal by any means that is not deliberately made available for that purpose by GrandBridge; (c) use the Portal in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of the Portal; (d) license, sublicense, grant, sell, share, transfer, assign, pledge, create an interest in, or otherwise give or make available or permit the use of the Portal to or for the benefit of any other person, whether as a service bureau or otherwise, and whether with or without charge; (e) alter, attempt to circumvent, destroy, obscure or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures or agreements (including end user terms and conditions) on, in or in relation to the Portal or any documents and information available through the Portal; or (f) permit, assist or encourage any other person to do any of the foregoing in this Section 2.2 or to commit any act or omission that would be a breach of these Terms if committed by Participant. A restriction set out in this Section 2.2 does not apply if and to the extent that the restriction is prohibited by applicable law.

2.3 Technical Requirements: Participant is solely responsible for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible personal computers and mobile devices), software (including compatible browser software) and services (including internet access) necessary for the use of the Portal by or on behalf of Participant.

2.4 Notification: Participant will promptly notify GrandBridge if Participant or any Authorized User (as defined in Section 4) becomes aware of, or reasonably suspects, any unauthorized access to or use of the Portal or any documents and information through the Portal.

3. Documents and Information

3.1 Participant Information: Participant will ensure that all information Participant provides to GrandBridge through the Portal, including information in Participant's registration and organizational profile, information about each Capacity Auction Resource (as that term is defined in the NWA Program Rules) that Participant registers for use in connection with the NWA Program and payment-related information, is true, accurate, current and complete. GrandBridge will rely on the information you provide. You will be solely responsible and liable for any and all loss, damage and additional costs that you, GrandBridge or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to promptly update your information if it changes.

3.2 GrandBridge Information: GrandBridge in its discretion will determine, and may change from time to time, the documents and information that GrandBridge will make available to Participant through the Portal. GrandBridge does not guarantee the accuracy, completeness or

currency of any of the documents or information made available by GrandBridge to Participant through the Portal.

3.3 Technical Problems: Participant will promptly notify GrandBridge at innovation@grandbridgeenergy.com if Participant or any Authorized User experiences any technical problems accessing documents or information through the Portal, or if Participant reasonably believes that any documents or information available through the Portal are incorrect or incomplete.

4. Authorized Users

4.1 General: Participant will use the Portal only through one or more Authorized Users, each of whom is duly registered with GrandBridge to use the Portal on behalf of Participant. Participant will ensure that each Authorized User uses the Portal in accordance with the restrictions and requirements set out in these Terms. Participant may submit a written request (by email) or oral request (by telephone) to GrandBridge that GrandBridge restrict, suspend or terminate (in whole or in part) any Authorized User's registration to use the Portal. GrandBridge in its discretion may refuse to register any person as an Authorized User, and may restrict, suspend or terminate (in whole or in part) any Authorized User's registration to use the Portal.

4.2 Credentials: Each Authorized User will use valid and subsisting unique identifiers or other factors registered with or provided by or on behalf of GrandBridge (collectively "Credentials") to access and use the Portal. Unless GrandBridge in its discretion agrees otherwise, all Credentials will be communicated solely through the Portal. Credentials are specific to the Authorized User for whom they are registered or provided, and may not be shared with or transferred to any other person. Participant will ensure that each Authorized User keeps the Authorized User's Credentials secure and confidential at all times, does not permit any other person to know or use the Authorized User's Credentials, and immediately notifies GrandBridge if the Authorized User knows or suspects that the Authorized User's Credentials have become known to or used by any other person. Participant is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. GrandBridge in its discretion may require Authorized Users to verify or change Credentials from time to time. GrandBridge is not required to verify the actual identity or authority of any person using Credentials.

4.3 Monitoring Use: The Portal may monitor and record information about each Authorized User's use of the Portal, and GrandBridge and its service providers may use and disclose that information for system administration and security purposes, to enforce these Terms and as otherwise permitted by applicable law, and may disclose or make that information available to Participant. Participant will ensure that each Authorized User consents to the collection, use, disclosure and retention of information regarding the Authorized User and the Authorized User's use of the Portal as set out in this Section 4.3 and as otherwise permitted by applicable law.

4.4 Suspension: GrandBridge in its discretion may suspend any Authorized User's access to the Portal without any prior notice if GrandBridge reasonably believes: (a) the Authorized User has failed to comply with these Terms; (b) the security, confidentiality, integrity, availability,

functionality, operation, performance, results or reliability of the Portal or any related data may have been damaged, disrupted, compromised or degraded, or to prevent a risk of damage, disruption, compromise or degradation to the security, confidentiality, integrity, availability, functionality, operation, performance, results or reliability of the Portal or any related data; or (c) the suspension is required by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability.

5. Other Matters

5.1 Linked Sites: For your convenience, the Portal may provide links or references to other websites, social media platforms and internet services operated by independent persons (collectively "Linked Sites"). Activating a link will cause your browser to leave the Portal and connect with a Linked Site. Linked Sites are independent from GrandBridge, and GrandBridge does not endorse, or have responsibility or liability for or control over, any Linked Site, any goods, services or content available through a Linked Site, or the collection of your personal information through a Linked Site. Use of a Linked Site and the goods, services and information available on or through a Linked Site may be subject to agreements, terms of use, disclaimers and other important notices that you should read carefully. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against GrandBridge arising from, connected with, or relating to your use of a Linked Site, your dealings with the owner or operator of a Linked Site or any product, service or content available through a Linked Site.

5.2 Proprietary Rights: As between GrandBridge and Participant, GrandBridge and its service providers, suppliers and licensors will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with the Portal and the technologies and data used to operate the Portal. All rights not expressly granted by GrandBridge under these Terms are reserved. GrandBridge in its discretion may change the Portal from time to time without notice to Participant or any Authorized User.

5.3 Indemnity: Participant will fully indemnify and hold harmless GrandBridge and its service providers, suppliers and licensors and their respective directors, officers, employees, agents and other personnel from and against all claims, complaints, demands, investigations, actions, suits and proceedings by any person, and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses and costs, including lawyer's fees), arising from, connected with or relating to the use by or on behalf of Participant of the Portal or any documents and information obtained through the Portal, except to the extent that the liabilities and obligations are the direct result of GrandBridge's gross negligence or breach of applicable laws.

5.4 DISCLAIMER OF LIABILITY: PARTICIPANT ACKNOWLEDGES THAT THE PORTAL AND DOCUMENTS AND INFORMATION AVAILABLE THROUGH THE PORTAL ARE PROVIDED UNDER THESE TERMS FREE OF CHARGE AND AS A COURTESY CONVENIENCE TO PARTICIPANT, AND THAT GRANDBRIDGE AND ITS SERVICE PROVIDERS DO NOT ACCEPT ANY LIABILITY TO PARTICIPANT OR ANY OTHER PERSON ARISING FROM, CONNECTED WITH OR RELATING TO PARTICIPANT'S USE OF

THE PORTAL OR ANY DOCUMENTS OR INFORMATION AVAILABLE THROUGH THE PORTAL, EXCEPT TO THE EXTENT THAT THE LIABILITY IS THE DIRECT RESULT OF GRANDBRIDGE'S GROSS NEGLIGENCE OR BREACH OF APPLICABLE LAWS.

6. General

6.1 Survival of Terms: If Participant's permission to use the Portal is terminated for any reason, then these Terms will continue to apply and be binding regarding Participant's use of the Portal before termination and all related matters (including any related dispute).

6.2 Governing Law: These Terms and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the Province of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

6.3 Disputes: All disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Use, the Platform or any related matter will be referred to and finally resolved by binding arbitration in accordance with the Arbitration Act (Ontario). There will be one (1) single arbitrator, and the arbitration will be private and confidential. The arbitration will be held at Toronto, Ontario and the language used in the arbitration will be the English language. Any award rendered in an arbitration is final and binding and judgment on the award may be entered in any court having jurisdiction for its enforcement. Notwithstanding the foregoing, either Participant or GrandBridge may commence litigation in the Ontario Superior Court of Justice sitting in the City of Toronto seeking injunctive relief (or similar urgent legal remedies) to avoid irreparable harm or to preserve the status quo, and Participant and GrandBridge each hereby irrevocably submit and attorn to the non-exclusive jurisdiction of that court in respect of those matters.

6.4 Interpretation: In these Terms: (a) a reference to "these Terms" refers to these Terms as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) "discretion" means a person's sole, absolute and unfettered discretion; (e) "including" or "includes" means including or includes (as applicable) without limitation or restriction; (f) "law" includes common law, civil law, equity, statutes and regulations; and (g) "person" includes an individual (natural person), corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity.

6.5 Miscellaneous: These Terms are binding on Participant and Participant's heirs, executors, administrators, personal representatives, successors and permitted assigns. These Terms are for the benefit of GrandBridge and its successors, assigns, directors, officers, employees, representatives and service providers. All notices required or permitted to be given under these Terms will be in writing. If any provision of these Terms is held by a court or arbitrator to be invalid or unenforceable for any reason, then the provision will be deemed severed from these Terms and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms would fail in its essential purpose. Participant may not assign these Terms without GrandBridge's express, prior written consent, which

consent may be withheld in GrandBridge's discretion. GrandBridge may assign these Terms without Participant's consent. If GrandBridge's consent or approval is required under these Terms, then GrandBridge in its discretion may withhold the consent or approval unless these Terms expressly specify otherwise. No consent or waiver by GrandBridge to or of a breach of these Terms will be effective unless in writing and signed by GrandBridge. These Terms set out the complete agreement between GrandBridge and Participant with respect to the subject matter of these Terms, and supersede all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, with respect to the subject matter of these Terms. Except as set out in Section 1.3, these Terms may not be amended except by a written document that expressly states that it is an amendment to these Terms and is signed by both GrandBridge and Participant.

6.6 Language: The Parties have expressly requested and required that these Terms and all related documents be written in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en Anglais.*

6.7 Questions: If you have any questions or comments regarding these Terms, please contact innovation@grandbridgeenergy.com.

If you do not accept and agree to these Terms, then you may not use the Portal.