

CLEAN CUT ENERGY CORP.

CONDITIONS OF SERVICE – REV. 1

Initial Effective Date: January 1 2012

Updated: May 1 2017

Revision 1 comes into Effect: July 1 2017

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1.1 IDENTIFICATION

Clean Cut Energy Corp., will be referred to herein as “CCE” is incorporated federally under the laws of Canada with a head office that resides in the Province of Ontario.

CCE holds licences issued from the Ontario Energy Board (OEB) as a licensed Unit Submetering Service provider in the Province of Ontario. This grants CCE the authority to supply submetering systems and equipment, software and administrative technology for administration of this submetering system in the province of Ontario.

The services that are provided by CCE are provided to other provinces across Canada and CCE operates within each province in accordance with the regulation and laws for each province.

1.2 GOVERNING LAWS AND CODES FOR SUBMETERING

CCE shall comply with all applicable codes, laws and provision as imposed by the Ontario Energy Board in the Act (1998), the regulations, market rules and the Electricity Act as set out by the Ontario Energy Board, the Province of Ontario or the Government of Canada.

1.3 CONDITIONS OF SERVICE DOCUMENT AMENDMENTS AND CHANGES

In the future provision of this Conditions of Service Document may be subject to change or form part of a Contract made between CCE and a customer. This is a living document and as a result subject to changes. This conditions of service document supersedes any previous document containing of conditions of services, oral or written by CCE as the of the effective date of its’ posting for our customers.

Notices of changes will be posted for customers on our website indicating that our Conditions of service document has been updated for a period of one month. CCE customers are responsible for review the Conditions of Service Document including any updates as they are posted. The current version of the Conditions of Service document is always available from <http://www.cleancutenergy.ca> for review.

If a customer has any questions about this document they are advised to put their concerns in writing to either customerservice@cleancutenergy.ca or sent written letter to the following address:

Clean Cut Energy Corp.
Conditions of Service
PO Box: 25008
17-370 Stone Rd. W
Guelph, ON
N1G 4T4

Alternatively they can also call Customer Service at (226) 780-0284 x 3 and speak to a customer service representative. The office receives calls from 9 am to 5 pm, 5 day per week (eastern standard time) excluding weekends and holidays.

1.4 CCE RIGHTS ASSOCIATED WITH CONDITIONS OF SERVICE

1.4.1 ACCESS TO EQUIPMENT ON A CUSTOMER'S PROPERTY

CCE has right to access a customer's property, to remove, update, repair, replace, inspect or modify the equipment, equipment software that is located on a customer's site as part of the submetering service agreement. The customer is to provide such access to CCE personnel and contractors within a reasonable time frame (24 hrs from when notice is provided). All submetering equipment located on the customer's property for which CCE has a submetering service agreement with the customer is in the care of the customer. Any damage that occurs while the equipment is in the care of the customer will be charged to the customer for replacement as part of the CCE service agreement at the standard rates of charge as included in the building Fee Schedule (provided to unit owners at the time of account setup or available upon request). All equipment must be immediately accessible by CCE personnel at all times when onsite. CCE has the right to request that storage of equipment or other substances in the vicinity of CCE submetering equipment the CCE personnel identify as a potential hazard are to be relocated immediately.

1.5 SERVICE DISCONNECTION

1.5.1 CCE'S RIGHT TO DISCONTINUE OR DISCONNECTION SERVICE

CCE reserves the right to disconnect a customer's utility service (electricity, water, natural gas or thermal energy service) in the event of non-payment of outstanding utility costs under the following conditions, but not limited to, the following circumstances:

1. Utility bill payments remain outstanding to CCE
2. Scheduled inspections or maintenance where 24 hour notice was provided to customer but the work could not be performed
3. CCE provided a directive to the customer to ensure CCE complies with licensing requirements and the customer fails to comply with this directive in a timely manner
4. For any other condition that is identified in CCE's conditions of service document
5. Disconnection of supply of utilities without notice in the event of an emergency, for safety reasons, as a result of a court order or to ensure the system continues to operate reliably.

Utility service will only be restored once the conditions that caused the disconnect or limitation have been remedied. CCE is not responsible or liable for any damage that may occur as a result of disconnection of service to a customer. Additional charges will be applied to the account if CCE is required to disconnect customers' service, serve notices of such a disconnection or reconnect a utility service as a result of remedied circumstances 1, 2, 3, or 4 as detailed above. Such charges are detailed in the building fee schedule which is made available at the time of account setup or available upon request. Any utility services that remains disconnected for longer than (6) months will require a safety inspection prior to reconnection of service to that unit. This inspection will be arranged by the customer and occur at the cost of the customer and must be performed before reconnection can occur.

1.5.2 OUTSTANDING BALANCES ON CUSTOMER ACCOUNTS

All CCE issued utility bills are due 16 days following the billing date as listed on the bill. Outstanding payments that exceed that time period are considered in arrears and subject to the following collection activities. CCE will issue a reminder notice to the customer by email or by mail once the due date for payment has passed. The written reminder notice to each customer and will outline the amount outstanding and the potential consequences of non-payment including future collections activities such as impairment of future credit availability by registration of a lien against the owners property or disconnection of service. CCE may provide arrears information to Property Management company for the condominium, to a collection agency at its sole and absolute discretion. CCE is not liable for any effect to a Customer's credit score or rating as a result of collection activities that are undertaken for unpaid customer balances. A disconnect notice will be issued to customers in the event that payment has not been provided after 60 days.

1.5.3 OUTSTANDING BALANCE TRANSFER POLICY AND ARREARS DISCLOSURE

For rental units CCE offers tenants the ability to setup account and be billed directly for utility use. This service is provided to unit owners as a courtesy and may be revoked by CCE.

If a Tenant declares their vacancy from the property, CCE will automatically convert the billing over to the Unit owner unless a new tenant has created an account and declared their intention to occupy the premises. Landlords assume responsibility for paying for service after the closure of a tenant account until such a time a new tenant account is opened. In the event that a tenant assumes responsibility for utilities in a rental unit and then neglects to pay the utility bill CCE has the right to contact the Landlord of the property and notify them after 45 days of non-payment by the tenant that the tenant is in arrears and that the unit may be subject to utility disconnection or lien if payment is not received.

The sole and absolute responsibility for utility payment in rental units always rests with the Landlord of the unit and outstanding balances by Tenants that remain in arrears may be at the discretion of CCE and with notice to the Unit Owner be transferred to the Landlord in the event that payment remains outstanding beyond 60 days.

Tenants that repeatedly refuse to pay outstanding utility balances may have their account closed at the discretion of CCE if such offense occurs three times in the period of one calendar year. CCE may elect to close their account with notice and shall revert to billing the unit owner of record in such circumstances.

If a Tenant has an outstanding balance that exceeds 45 days after the bill was issued CCE has the right to contact the owner and inform them that the unit has an outstanding utility invoice and that collections actions may be initiated. Tenant's that sign up for an independent utility account with CCE, agree to such disclosures as part of their service agreement during the term of their tenancy.

1.5.4 CCE SERVICE DISCONNECTION PROCEDURE

If through the course of submetering service administration CCE is required to disconnect the supply of water, natural gas, electricity or any other utility service to a customer the following disconnect procedure will be followed:

- CCE will issue a mailed Notice of Disconnection to the customer indicating that they have an outstanding balance that is past due and that they are subject to CCE's disconnect policy. A disconnect notice will be issued to the customer by mail after the final due date.
- If no arrangement for payment of the outstanding balance has been made by the customer 5 days after the disconnect notice was issued CCE will contact the customer by phone and email to notify them of the impending service disconnection indicating a date of 11 days from the issue of such correspondence that CCE will arrive on site to disconnect the utility service.
- CCE will attempt to contact the customer one final time by phone prior to the Disconnection date and advise customers of the potential availability of an arrears program and other services that may assist them in paying the outstanding balance.
- Disconnection charges associated with the activity described above will be levied against customers that incur a CCE service call for disconnection
- When onsite to perform a disconnection, CCE may attempt to contact the customer onsite prior to service disconnection.

CCE must act on the disconnection notice within 10 days of its issuance. If disconnection does not occur within 10 days from the date of notice CCE will issue a new disconnect notice starting the process anew.

1.5.5 INFORMATION PROVIDED ON DISCONNECT NOTICES

A disconnect notice will indicate the earliest and latest period when the customer can expect disconnection to occur, the forms of payment available to the customer and a Fire Safety Notice from the Office of the Fire Marshall. Also included in the disconnect package will be information for eligible low-income customers and that the disconnection can occur whether the customer is at home or not.

Customers that provide written documentation from a physician that disconnection poses a significant health risk will be given two months (60 days) notice before being disconnected for non-payment.

1.5.6 UTILITY SERVICE RECONNECTION

Utility service will only be reconnected once the satisfactory payment of outstanding balance has been rectified and an additional security deposit from the customer has been applied and paid to the account or the reason for disconnection has been resolved. Reconnection can only occur when the customer is present and an additional service charge will be applied for reconnection of utility services. In the event that service disconnection requires an ESA safety inspection prior to reconnection because the service has been disconnect for more than 6 month. The customer will be responsible to arrange and covering the cost of an ESA inspection. An ESA Inspection certificate must be provided to CCE prior to reconnection of service.

1.5.7 HALTING DISCONNETION OF SERVICE

CCE reserve the right to halt the disconnection of service at any time for any reason at their sole discretion. In the event that disconnection does not occur within the stipulated timeframe on the disconnection notice to the

customer; CCE will re-issue the disconnection notice with updated disconnect dates to the customer for disconnection of service.

The following information when provided to CCE will result in a suspension of the disconnect process for 30 days:

- Social service agency, government agency or charity contacts CCE and advises them that the Customer is eligible for bill payment assistance.
- Payment of outstanding balance by the customer

1.5.8 INTERRUPTIONS OF SERVICE

As part of the normal course of business interruption of service may be required for the following reasons:

1. Emergency request as a result of power shutoff due to maintenance or other issue
2. At the request of authorities or other governing bodies as required
3. As part of normal maintenance program for meters or other building equipment.

CCE will attempt to provide Customers with reasonable notice of any planned power interruptions to the utility systems, including the duration of utility interruptions and the frequency. In the event that maintenance is required CCE will provide 48 hours notice where possible to all residents affected by the outage.

Customers that for medical or other reasons require uninterrupted source of power for life or other support equipment must ensure that they provide and have on hand such equipment as they require. CCE is not responsible for providing such equipment nor can CCE guarantee that uninterrupted power or utilities to any suite in the buildings it services. CCE will attempt to accommodate such clients when they have properly informed CCE of such medical needs. A letter or note from a Physician for a specific client informing CCE of their medical requirements can be added to the clients account and kept on record for reference.

CCE may not be able to provide Customers with notice of a power interruption if the cause of the outage is related to an unplanned outage or if there is an emergency situation that may involve injury to persons, damage to property or any unsafe condition. CCE will attempt to provide Customers with reasonable notice of any planned power interruptions to the electrical distribution system, including the duration of the outage and frequency. CCE will attempt to notify Customers within two (2) business days of interruption of power, wherever possible. CCE is not responsible, and will not be held liable, for any damages due to a power interruption, planned or otherwise.

1.5.9 CCE EXTENDED PAYMENT PROGRAM

CCE will make available an arrears management program to any Residential Customer unable to immediately pay their utility charges.

Utility Customers who is unable to pay utility charges and declines to participate in an agreement will be subject to disconnection. CCE shall proceed with disconnection and is not be required to offer an arrears agreement after disconnection to a customer has occurred.

1.5.9.1 EXTENDED PAYMENT AGREEMENT PROCEDURE

CCE will apply the following Extended Payment Agreement (EPA) to customer that request an extended period of time to pay a utility bill.

Residential Customers

- Any security deposit that is currently held by CCE shall be applied to the amounts owing before entering into an EPA.
- Residential Customers may be required to make a down payment of up to twenty (20) percent of the arrears, inclusive of, any accumulated late payment charges when entering into an EPA.
- Customers that owe less than twice their average bill after the application of the security deposit and down payment, the minimum length of time to pay the remaining amount is six (6) months.
- If a residential Customer owes more than twice their average bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is ten (10) months.
- Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an EPA, or a payment on account of a current electricity charge billing or an under-billing adjustment, CCE may cancel the EPA.
- If a residential customer wishes to close their account prior to the completion of the EPA the remaining amount on the EPA is due along with any outstanding balances at the time of account closure.
- If a residential Customer successfully completes an arrears payment agreement, he or she can request a new EPA after two (2) years of the completion date anniversary of the first EPA.

Low Income Customers

- Eligible low-income Customers that enter into an EPA and have successfully completed a previous EPA as an eligible low-income Customer may be required to provide down payment of up to ten (10) percent of the utility charge arrears accumulated, including applicable late payment charges.
- A payment period of Eight (8) months is to be provided if the amount the Customer owes is less than or equal to two (2) times his or her average bill;
- A payment period of Sixteen (16) months is to be provided if the amount the Customer owes is more than two (2) times his or her average bill.
- Where an eligible low-income Customer defaults on more than two (2) occasions, over a two (2) billing periods, in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, CCE may cancel the arrears payment agreement.
- If an Eligible low-income customer wishes to close their account prior to the completion of the EPA the remaining amount on the EPA is due along with any outstanding balances at the time of account closure.
- If an eligible low-income Customer who successfully completes an EPA, he or she can request a new EPA anytime needed thereafter. However, if an EPA is requested within twelve (12) months of the end of the first successfully completed EPA, CCE, may offer the EPA on the terms applicable to the standard Residential Customer EPA. If a Customer failed to perform his obligations under arrears EPA and the EPA was terminated, CCE may require the Customer to wait one (1) year before entering another EPA.

All Customers will be given twelve (12) days written notice before the Extended Payment Agreement is cancelled, and the EPA will be reinstated if the Customer pays in full before the cancellation date.

1.6 CCE METERING EQUIPMENT POLICIES

The following policy governs the operation, use and management of the metering or submetering systems by CCE. All residential, commercial and industrial multi-unit buildings will be administered by CCE using the following guidelines.

1.6.1 EQUIPMENT ACCESS

All metering equipment being serviced by CCE must be accessible and un-tampered with during the term with which CCE is providing this submetering service. The owner of a building and/or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to CCE (including its employees, agents and sub-contractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection as part of this service offering. Significant delays and obstruction to entrance to units by Customers or the Condominium Corporation can constitute a breach of contract and may be subject to financial penalties associated with such obstruction.

The owner of a building and/or condominium corporation shall permanently identify each metered service with respect to its specific unit, address or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets and meter mounting devices, shutoff valves to ensure.

1.6.2 METER READING AND MANAGEMENT

CCE shall have access to the Customer's property and/or electronic access to the metering equipment for meter reading purposes. If a reading cannot be obtained, the Customer's bill will be estimated according to historical consumption values normalized on a daily time frame adjust to the billing period. CCE will attempt to repair any communication fault or meter error within a reasonable time frame and may contact the unit owner to gain access to the meter.

1.6.2.1 TELEMETRY METER READING AND MANAGEMENT

Meter's that are read remotely through a telemetry based system will report regularly and may be made available to the unit owner on the CCE web interface for better understanding and management of the system. When meter reading faults occur for telemetry based systems they can result in periodic delays in web interface reporting of utility metering data. CCE shall make every attempt to ensure that meter reading data is available in a timely manner for customers and that service interruptions are minimize and repaired quickly.

1.6.2.2 FINAL METER READING

The Customer shall notify CCE using CCE's online web forms that they wish to close their account and request a final reading. The Customer shall provide reasonable notice (minimum of seven (7) business days) of the termination date to allow CCE to arrange for a final meter reading. CCE shall attempt to accommodate all final meter reading requests but in the event that a meter reading is unable to be done on the exact meter reading day requested CCE will adjust future meter reading based on a the normalized consumption to arrive an estimated meter reading for the day requested.

1.6.3 METER DISPUTE TESTING

The following meter testing and dispute policy will be applied to each utility metering type as detailed below.

1.6.3.1 ELECTRICITY AND NATURAL GAS METER DISPUTE TESTING PROCEDURE

CCE and the Customer can resolve the majority of billing inquiries that occur without the assistance of Measurement Canada.

1. CCE will begin the investigation by assessing the Customer's account and investigating any potential meter reading errors or associated billing errors. The results of the investigation and additional meter management documentation shall be forwarded to the Customer.
2. If the Customer is not satisfied with the results of the investigation, CCE will arrange for a site visit to determine if the Customer's meter and billing readings are accurate for a fee. If the Customer remains unsatisfied with the results of the site investigation, additional investigations will be offered to the Customer for a fee. As part of this investigation the meter consumption testing will be compared to the master utility meter (building/complex utility meter) and a reconciliation across the entire building performed.
3. At this point, CCE will inform the Customer that assistance from Measurement Canada will be necessary to resolve any disputes. Measurement Canada has jurisdiction in dispute investigations involving the condition or registration of a meter or metering installation.
4. If the Customer requests assistance from Measurement Canada, Measurement Canada will verify the accuracy of the meter, metering installation and billing. The Customer will be responsible to cover the costs associated with the investigation if the dispute is dismissed by Measurement Canada.

1.6.3.2 WATER AND THERMAL ENERGY METER DISPUTE TESTING PROCEDURE

1. If the system is hand read a second reading of the meter is taken to assess whether a meter reading or recording error occurred during the meter reading process.
2. The majority of the meters used by CCE possess an internal data logger that records hourly usage data by the system. This internal data logger can be downloaded and used to evaluate the consumption profile as recorded by the unit for evaluation and comparison to the recorded unit consumption value.
3. The totalized use by each individual submeter is compared to the utility use as recorded by the master complex utility meters and compared to determine if the amount measured remain within an appropriate error band for the property. In some cases external issues such as maintenance failures and infrastructure leaks can make such a comparison irrelevant but for a properly functioning system the results can be an important tool in evaluating the utility meter.
4. If the unit owner is not satisfied by these above steps then the utility meter may be removed and tested by a third party meter testing facility and the testing results made available to both the Owner and CCE for the purpose of resolving such disputes. Both the Owner, the condominium corporation and CCE agree to uphold the results of the third party test. Additional fees may be incurred for this process and the owner may be liable to pay such charges if the disputed water meter is verified and operating within appropriate tolerances by the testing facility.

1.6.4 METERS INSPECTIONS, TESTING, REMOVAL AND REPLACEMENT

Meters may be inspected, tested, replaced, removed or re-verified according to accepted standards and practices. CCE shall have access to the Customer's Building and may request access to the customers unit to perform such

inspections, testing and verification or replacement. The Building's Management shall permit, provide and maintain access to metering equipment for CCE's use as part of its service obligations.

If during the course of an onsite inspection or test, CCE evaluates that the meter has been tampered with by the unit owner or the condominium corporation CCE reserves the right to impose a tampering fee of not less than \$1,500. The fee will be used to pay for the replacement, re-certification and re-installation of a new meter so that CCE can continue to fulfill its obligation as the utility service provider.

1.6.5 BILLING ERRORS

1.6.5.1 OVERBILLING ERRORS

Where a Customer has been found to be over billed, the maximum period of over billing for which the consumer is entitled to be repaid is two (2) years.

If a Customer has been over-billed the customer will be supplied with a credit release from for completion. Once completed the Customer will receive a credit on their account equal to the amount of the overbilling. The overbilling will be applied to their account immediately and will be applied toward payment of future utility bills. When the customer closes their account with CCE, if there is a substantial credit on the account after payment of all fees then that credit will be returned to the customer in the form of a cheque within 6 weeks of account closure.

When CCE has over-billed a Customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the over-billing policies described above do not apply.

1.6.5.2 UNDERBILLING ERRORS

Where a Customer has been under billed, the maximum period of under billing for which CCE is entitled to be paid is two (2) years.

When a Customer is responsible for the under-billed amount, CCE may require payment of the full amount on the next bill or on a separate bill. If the amount is 1.5 times larger than the average amount for the same billing period after normalization then the Customer has the option to enroll in an Extended Payment Plan for the under-billed amount.

When CCE has under-billed a Customer but issues a corrected bill within thirty (30) days of the date the incorrect bill was issued then the Under billing errors do not apply.

1.7 SECURITY DEPOSIT REQUIREMENTS

Unless otherwise expressly agreed to in a customer agreement and except for customers who meet the security deposit waiver conditions described below, all customers are required to pay a security deposit.

Security deposits must be paid to CCE using one of the following methods:

- Cash

- cheque or certified cheque
- Bank Transfer or Wire Transfer
- Pre-Authorized Payment as withdrawn by CCE

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the customer's average monthly load during the most recent 12 consecutive months within the past two years. Where the average monthly load for the customer is not available, a reasonable estimate will be made using information from a similar property used for similar purposes. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, that customer will be subject to a security deposit.

1.7.1 SECURITY DEPOSIT WAIVER:

Customers may obtain a security deposit waiver in the one of the following ways:

1. A Customer provides CCE with a letter of reference from a licensed electricity or gas distributor in Canada confirming at least 1 years' worth of good payment history for the customer or from a reputable credit agency.
2. The customer elects to sign up for bill payment by Pre-authorized debit payment method with Clean Cut Energy Corp by completing the Pre-Authorized debit form on our website and the next year of payments are processed without incident by the PAD system.
3. If a residential customer in Ontario qualifies as an eligible low-income consumer and the customer provides a completed waiver of the applicable security deposit from a cooperating social service agency and meets the applicable waiver conditions under the Ontario Sub-metering Code.

1.7.2 SECURITY DEPOSIT REFUND

Security Deposits will be refunded to the Customer once a satisfactory payment history, as defined above, has been established for a period of twelve (12) consecutive months. Deposits will be refunded when a Customer terminates their account with CCE. Interest will be paid to the Customer on a yearly basis. Interest will be calculated at the rate prescribed by the OEB, currently prime business rate less two (2) percent and updated quarterly. Interest security deposits shall begin to accrue from date of receipt by CCE at its head office. Security Deposit money will be applied to an account at the time of issuing a final billing. All interest will be calculated up to the date of final billing. Refunds will be issued within six (6) weeks of the final billing date.

1.8 FEES AND CHARGES

1.8.1 OPENING AND CLOSING ACCOUNTS

If an Owner or Occupant completes CCE's online form to opens a new account CCE will respond with a confirmation of that account opening request. A CCE representative will review the request and confirm the data provide is correct to ensure the request is valid. Once confirmed a new account will be setup for the unit owner and account setup information sent to the new client.

Each new account setup by a unit owner or a unit occupant is subject to a setup fee. This setup fee is outlined in the CCE fee schedule and will vary with each building/complex. A fee schedule is made available to unit owners and occupants that sign with CCE. CCE can recover charges from a person who has agreed to become a Customer. When a tenant Customer moves out of a rental unit, CCE may or may not seek to recover past and future charges from any other person, including the unit owner and/or landlord.

1.8.2 LATE PAYMENT CHARGES

CCE Customers are permitted nineteen (18) days from the billing date on the statement to make payment. A late payment charge of 1.5% per month will be applied to all overdue accounts. Any partial payments that are made by a Customer on or before the due date shall be applied to the account balance before the imposition of a late payment charge on an account.

Non-payment of your Utility bill may lead to utility disconnection or the placement of a lien on your unit. CCE offers numerous payment options and makes every effort to contact unit owner and inform them of the payment methods and the option of entering into an Extended Payment plan.

Late payment charges as well as charges related to disconnection or non-payment, will not be imposed on eligible low-income Customers after they entered into an arrears payment agreement. For more detail about Low Income Customer Payment plans see section 1.5.9 for discussion of the Payment Plan Program and eligibility requirements.

CCE shall not be liable for any damage to a Customer's premises that may result from disconnection of a utility service. A reconnection charge shall apply where the service has been disconnected due to non-payment.

1.8.3 DISCONNECTION AND RECONNECTION CHARGES

CCE shall apply disconnection and reconnection charges to customers who's unit is disconnection from a utility due to non-payment. Disconnection and reconnection charges will vary from building to building and are available to unit owners upon request or as part of the CCE welcome package in the Fee Disclosure statement so they are aware of the specific charges that may be applied to their account. Charges for disconnection and reconnection are typically subject to time of day restrictions, travel distance and other factors that may affect the application of a disconnection or reconnection service call. All unit owners that are subject to utility disconnection will receive notice from CCE as discussed in detail in section 1.5.4 of this document.

1.8.4 PAPER BILLING FEE

With the advent of the internet age CCE has made many efforts to modernize the historical utility practice of paper billing. As such there are now numerous options for customer to receive their bills either online or through email billing that are both good for the environment and less energy intensive. To encourage customers to think green and to reduce waste CCE applies a paper billing fee to accounts that prefer to receive their bills in paper format. The additional charge covers the paper costs, printing costs, postage and mailing costs for that process and additional labour mail bills to Customers. CCE attempts to provide the most cost effective service to all customers and electronic billing is significantly more cost and labour effective. Customers that have a disability and require a

paper bill for medical reasons may submit a medical request from a physician for paper bills and any additional fees will be removed from their account for this service.

1.8.5 NON-SUFFICIENT FUNDS FROM CHEQUE AND PRE-AUTHORIZED PAYMENT PLANS

CCE provides both Pre-authorized payment options and accepts payment of utility bills by Cheque. When cheques are provided by customers it is expected that the customer has allocated the correct amount of funds in their account to cover the cheque. Cheques that are provided by a customer and are returned NSF (Non-sufficient Funds) will be subject to an additional charge as outlined in the fee structure document for a building. This same fee also applied to payments that are returned NSF through the pre-authorized payment plan process. These fees are applied to a customer account when confirmation that the returned payment is connected to a customer's account.

1.8.6 CUSTOMER CREDITS AND REFUNDS

Customers that accrue a credit in their CCE account will be able to receive that credit upon the closure of that account. Otherwise the credit will be held by CCE until such a time as the subsequent utility invoice is issued and the credits are consumed as payment toward a utility invoice or at such a time as an account after payment of all outstanding utility invoices is closed by CCE. A credit cheque is provided to the Customer if the credit amount exceeds \$15.00 after the application of all outstanding credit balances and fees. CCE reserves the right to return credits to customers in advance of account closure at their sole discretion.

1.8.7 REQUEST FOR HISTORICAL UTILITY DATA

CCE has a very detail and extensive utility Customer management interface that allows each customer of interact and manage their utility use. That interface also allows customer to have access to historical data for customers and in many cases offer significant detail in some cases hourly data for customer to utilize for improved utility management. In the event that a customer requests data that may require CCE representatives to search back into archived files or apply time for such a request. An additional fee of \$50 may be applied to a customer account for extracting and providing this customer data.

1.9 CUSTOMER INFORMATION REQUEST

CCE takes Customer privacy very seriously. The application and preservation of customer information is of paramount concern and CCE has a number of procedures in place to authenticate information request prior to release of information. All requests for release of information must come from an identified client account. The request must be made in writing and the client must be a current account holder with CCE. CCE may attempt to contact the client by phone to confirm the origin of the request and the identity of the customer.

Request for Client utility references will be provided upon written client request and will be provided to the address or email address requested by the client. CCE will make every attempt to provide this information in a timely manner.

Request for Customer historical Utility data may be made by customers will be accommodated by CCE but may be time consuming to extract and may be subject to additional customers fees for this service. Customers already have access to data electronically and through their online profile but additional data mining is available and can be provided by CCE at the request of a customer. The data will be provided to a verified customer in an Excel format and raw data will be provided only. Fees, charges and dollar amounts are not included in this service. Additional fees may be applied to accounts that make this request in writing. CCE can provide to customer are required to complete a "Historical Utility Data Request Form" to obtain the data and data that is in historical archives may take up to 6 weeks to retrieve.

APPENDIX A – DEFINITIONS

“Acceptable Standards” means the following:

1. With respect to any equipment, device, apparatus or system: in accordance with the standards specified by its manufacturer(s)/supplier(s) and/or CCE and in compliance with all Applicable Laws (including, without limitation, the standards, if any, specified by the Canadian Standards Association) to ensure efficient, proper and safe operation;
2. With respect to any structural or other non-operating element, part or component: good repair, having regard to the standards of a prudent owner.

“Affiliate” has the meaning ascribed thereto in the Canada Business Corporations Act, as amended from time to time and any successor legislation thereto, if the words “body corporate” therein were changed to “Person”.

“Applicable Laws” means in respect of any Person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies and all applicable official directives, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such Person, property, transaction, event or course of conduct or (ii) to which that Person or any of its property is subject.

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

“Canadian Standards Association” means the association serving business, industry, government and consumers in Canada which prescribes standards for various industries.

“CCE” means Clean Cut Energy Corp. and its successors and assigns.

“CCE Customer Charges” means the charges and fees set forth in Schedule "B", which are current as of the date specified in Schedule "B", as amended from time to time, as well as the fees provided for in the Conditions of Service.

“CCE Information Materials” means information materials prepared by CCE (and updated periodically, as required) which describe the services of CCE as the electricity and water sub-metering services provider for the Condominium and includes the Customer Services Agreement.

“CCE Investment” has the meaning ascribed thereto in section 3.1.8.

“Commencement Date” shall be the later of the date of the first occupancy of a Unit and the date on which the post-installation obligations set out in paragraph **Error! Reference source not found.** of the parties are completed.

“Conditions of Service” means CCE’s Conditions of Service, which are subject to change from time to time, and a current version of which can be found on CCE’s website. The conditions of service document is developed by a Submetering Service provider in accordance with the Ontario Energy Board requirements that describes the operating practices and connection rules for the Service provider.

“Connection” means the process of installing and activating connection assets in order to distribute electricity, water, natural gas and/or Thermal Energy to a Customer;

“Consumer” means a person who uses or consumes electricity, water, natural gas and/or Thermal Energy by an outside supplier;

“Contract” shall mean an agreement between the Submetering Service Provider and the Customer for the supply of Utilities (electricity, water, natural gas or Thermal Energy) that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract;

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes unit owners and/or tenants of residential or commercial development (owner/developer);

“Customer Services Agreement” means the customer services agreement to be executed by each Unit Owner and/or Occupant, the current form of which is made available at the time of project commencement and shall be subject to change from time to time.

“Defaulting Party” means a party which has committed an Event of Default.

“Disconnection” means a deactivation of connection assets, which results in cessation of distribution services to a consumer;

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

“Electrical Safety Authority (ESA)” means the person or body designated under the Electricity Act, 1998 regulations as the Electrical Safety Authority;

“Eligible Low-income Consumer” means:

A residential electricity consumer who has been qualified for Emergency Financial Assistance by a qualified government or non-profit organization. It is the responsibility of the Customer to provide documentation verifying low income eligibility

“Emergency Financial Assistance” is any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential Customers.

“Equipment Spaces” means the space within the Units which contain the Electricity and Water Meters.

“Event of Default” means an event described in section 9.1.

“Governmental Authority” means the government of Canada, any province, territory or other political subdivision thereof and any Person exercising any executive, regulatory, judicial or administrative authority thereof.

“Insolvency” means, in respect of any Person, one or more of the following events:

1. the Person shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or otherwise acknowledges in writing its insolvency;
2. a receiver shall be appointed for the Person or any substantial part of its property;
3. any proceeding shall be instituted by the Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of the Person or the Person’s debts under any law relating to bankruptcy, insolvency

reorganization or relief of debtors, or seeking the entry of an order for relief by the appointment of a receiver, trustee, custodian or other similar official for the Person;

4. any proceeding shall be instituted against the Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of the Person or the Person's debts under any law relating to bankruptcy, insolvency reorganization or relief of debtors, or seeking the entry of an order for relief by the appointment of a receiver, trustee, custodian or other similar official for it, any substantial part of its property or (in the case of the Owner) the Condominium, where any such proceeding has not been stayed or dismissed within sixty (60) days of the commencement of such proceeding; or
5. the Person takes any action to authorize any of the actions described in sections 1 to 4 above.

"Market Rules" means the rules made under section 32 of the Electricity Act.

"Measurement Canada" means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980 81 82 83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86 131). The purpose of the Agency is to ensure the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity, water and/or natural gas meters.

"Mechanical System" means the system for distributing Electricity, Water Natural Gas and Thermal Energy within the Condominium that comprises all piping, valves, meters (excluding, for greater certainty, the Electricity, Water, Natural Gas and Thermal Energy Submeters), equipment, devices and other appurtenances necessary to provide utilities to and throughout the Condominium.

"Non Defaulting Party" means a party that is not a Defaulting Party

"OEB" mean the Ontario Energy Board or any successor organization that governs the operation of electricity distribution in the province of Ontario

"Occupant" means the occupant of a Unit, including, for greater certainty, a tenant of a Unit, and "Occupants" means more than one Occupant or all Occupants, as the context so requires.

"Occupational Health and Safety Act" means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended or re-enacted from time to time and the regulations made thereunder.

"Owner" shall mean the person or company owning the property on which the submetering system is operating;

"Person" means an individual, partnership, corporation, government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual.

"Personal Information Protection and Electronic Documents Act" means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended or re-enacted from time to time and the regulations made thereunder.

"Rate" means any financial rate, charge or other consideration, including a penalty for late payment;

"Regulations" means the regulations made under the Electricity Act of the Ontario Energy Board Act.

APPENDIX B – CUSTOMER SERVICES AGREEMENT



P.O. Box: 25008
17-370 Stone Rd. W.
Guelph, ON
N1G 3K6
Phone: 226-780-0284 x 2
Fax: 226-780-0285
billing@cleancutenergy.ca

Clean Cut Energy Corp. Utility Services Agreement

Building Information

Service Address: _____

Condominium Name (If applicable): _____

Suite / Unit Number: _____

Contact Information

Primary Contact Name: _____

Mailing Address: _____

Cell Phone: _____

Home Phone: _____

Email Address: _____

Would you like to receive your bills through email? Yes No

Work Phone: _____

Work Email: _____

Occupant Name(s): _____

Please create a security question and answer that we can ask you when you call in with questions regarding your bill or to update personal information in the future.

Security Answer: _____

Move In / Start Date: _____

The following section entitled Terms and Conditions of Service as set out in this agreement constitute a legally binding agreement between the Customer and Clean Cut Energy Corp. (CCE) governing the Customer's use of the Services (as defined in the document below). Please read the following section carefully and acknowledge your acceptance of this agreement by signing and returning the signed copy to Clean Cut Energy Corp prior to service beginning:

Clean Cut Energy Corp – Customer Service Agreement Terms and Conditions

1. The Customer is the purchaser/owner, occupant and/or tenant of the residential, commercial or industrial unit (known throughout this document as the "Service Unit"), located in the building at the above-noted Service Address (referred to herein as the "Complex").
2. The Customer acknowledges that Clean Cut Energy Corp (CCE) will provide the following services (the "Services") to the Service Unit:
 - a. CCE shall measure and record actual electricity, gas, water and/or thermal energy (collectively known throughout this agreement as "Utility Services") for the Service Unit, as applicable; and
 - b. CCE shall, monthly or bi-monthly, prepare invoices showing the amount of Utility Services consumed at the Service Unit, and the amount payable by the Customer for the Utility Services, consumed by the Service Unit; and
 - c. CCE shall issue monthly or bi-monthly invoices by mail, email or make invoices available over the internet. Unless otherwise specified by the Customer, CCE shall mail the invoices to the Customer at the Service Address or the mailing address, in the event an alternate mailing address is provided by the Customer; and
 - d. CCE shall provide customer service in respect of general inquiries and records retrieval. Specific services shall be provided by CCE on a fee-for-service basis in accordance with CCE's Conditions of Service.
3. The Customer consents to CCE as the service provider for the Utility Services at the Complex and agrees to pay for the Utility Services provided including the application of a Service Fee's by CCE provided to the customer in Invoices issued by CCE.
4. The Customer acknowledges that the developer, the condominium corporation and the owner or any other agent of the Service Unit has disclosed to the Customer in advance of purchase that the Complex in which the Service Unit is located has contracted CCE to provide these services including but not limited to meter reading, utility billing, collections and account administration for the term of this agreement.
5. The Customer agrees that because CCE will be billing the Customer only after services are provided, CCE is extending to the Customer a form of credit during the time from initial provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of CCE, the terms of which can

be found by asking any CCE representative or reviewing CCE's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to CCE's Conditions of Service. CCE may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if CCE incurs any fees to obtain a credit reference for the Customer, such fees shall be included in the Customer's invoice(s).

6. The Customer hereby consents to CCE providing consumption and payment information in respect of the Service Unit to the Developer/Condominium Corporation/Owner/Landlord and may disclose personal information about Service Units for the purpose of performing Collections on unpaid balances. The Customer acknowledges and consents to the transfer of this information between these two parties as may be reasonably required for the purpose of performing collections activities and tracking unpaid balances.
7. The Customer acknowledges that CCE is not the owner of the Complex, nor is it responsible for the maintenance, operation or condition of the electrical, gas, water and mechanical infrastructure of the Complex (other than the sub-metering system, if owned by CCE) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures. CCE is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Complex is situated.
8. The Customer agrees to provide CCE with access to the sub-metering system whenever reasonably required for the purpose of maintaining, repairing, inspecting or removing the submetering system. The Customer agrees that CCE may request access to the Service Unit to the Customer or through the Complex Condominium Corporation/Owner/Developer for the purpose of obtaining access to the Service Unit to perform these activities.
9. The Customer shall not modify, or permit any other person/occupant or Tenant to change or modify, any of the infrastructure, piping or appliances downstream from the sub-metering system unless it has provided CCE with at least 30 days' prior written notice of such change or modification and included any applicable drawings.
10. Should the Customer become aware of any changes or modifications by any person, other than CCE and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall immediately notify CCE forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, CCE determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by CCE to complete all related repairs or other work or improvements to such sub-metering system.
11. The Customer agrees that the charges for Utility Services supplied to the Service Unit shall be comprised of electricity, natural gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges are being collected by CCE on behalf of the developer, condominium corporation and/or the owner, as applicable, for the Complex in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with CCE's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
12. The Customer agrees that CCE may impose late payment charges on amounts owing under this agreement that remain outstanding beyond the due date specified on each invoice and in accordance with CCE's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs that may be imposed by CCE as a result of late payment.
13. Customers that fail to pay utility or utility-related charges due to CCE under this agreement, may be subject to additional collection activities by CCE which can include: legal remedies, utility disconnection or limited delivery of Utility Services to a Service Unit. The Service Unit shall be subject to such remedies until such time the outstanding charges are paid in full.

14. In no event shall CCE and their Affiliates and their respective directors, officers, employees, agents and contractors' be liable for any claim for any indirect, consequential, punitive, incidental or special damages which either party may incur or experience resulting from or arising in connection with this Agreement even if the other party has been advised of the possibility of such damages. The Customer further releases CCE, its directors, officers, employees, agents and servants from any and all claims or demands whatsoever or howsoever arising in law or in equity resulting from the use by the Corporation or reliance by the Corporation upon the results, deliverables and/or products or services provided under this Agreement, unless said claims and/or demands result in damages awarded by a court order. CCE shall not be held liable by the Customer for any claim for damages or other legal remedy which is based in anyway on the consequences flowing from utility disconnection due to the Customer's failure to pay invoices or otherwise.
15. No Act of God, flood, strike, lock-out, labour disruption, unavailability of materials, law, bankruptcy or insolvency of contractors, fire, civil insurrection, act of terrorism or any other condition which is beyond the control of CCE be used to justify a claim of default of performance by CCE of its obligations under this contract. Financial inability shall not constitute a force majeure event.
16. This Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario. If any part or parts of this Agreement becomes invalid, or are ruled illegal, or unenforceable by any court of competent jurisdiction, or are deemed unenforceable under current applicable law, only said part will be removed, while all other remaining parts of the Agreement will remain valid and fully enforceable.
17. CCE shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
18. The Customer acknowledges and agrees that CCE may from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.
19. The contents of this agreement shall be extended and be binding upon the respective executors, heirs, successors, administrators and permitted assigns of each party hereto. CCE may assign any of its rights and obligations under this agreement and such assignment will constitute a full release for CCE from any further obligations to the Customer under this agreement. All obligations of the Customers under this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
20. Termination of the agreement may be given by CCE to the Customer notice thereof, in which case CCE may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder.
21. The Customer shall provide written notice to CCE, at least 30 days prior to the Customer vacating the Service Unit of their intent to rent, sell, vacate and/or assign the Service Unit to another party. The Customer shall provide a forwarding address, phone number and email address to CCE prior to transfer of the unit. Upon the Customer vacating the Service Unit, CCE will complete a final reading for billing purposes if proper notice has been provided. The Customer will be mailed or emailed a final invoice within sixty (30) days of the final reading and any deposit held by CCE to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by CCE to the Customer minus any closing fees that may be imposed by CCE. Where the Customer fails to comply with this clause, the Customer's obligation to pay CCE for the Services shall continue until CCE has made a final reading and the final invoice is paid.

22. CCE agrees that any personal information collected or provided by the Customer (or by the condominium corporation, the developer, or the owner, as applicable, to the Complex in which the Service Unit is located) shall be subject to applicable laws and Clean Cut Energy's Privacy Policy which is available at www.cleancutenergy.ca or can be obtained from any CCE representative. The Customer agrees that CCE may undertake a credit reference check of the Customer and CCE agrees that the results thereof shall be handled by CCE in accordance with the Privacy Policy and applicable laws.
23. From time to time CCE may wish to contact the Customer with notice of other services or wares that may be of interest to the Customer. The Customer hereby consents to CCE, its authorized service providers or any other affiliates contacting them for such a purpose. The Customer shall, provide CCE sixty (60) days prior written notice, withdraw from such consent. As part of regulatory requirements or as part of various programs, CCE may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings opportunities and conservation measures to assist in reducing consumption related to utility use.

I certify that I have read and understood the above Clean Cut Energy Corp. utility service agreement document and that the information provided and that the Customer listed above and signing below consents to the terms disclosed.

Signature:

Date of Signing:

APPENDIX C – PRE-AUTHORIZED DEBIT FORM



Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/we authorize Clean Cut Energy Corp. (CCE) and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for bi-monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our CCE account(s). Regular monthly payments for the full amount of services delivered will be debited to my/our specified account on the 20th day of each month. CCE will provide 10 days written notice of the amount of each regular debit. CCE will obtain my/our authorization for any other one-time or sporadic debits.

This authority is to remain in effect until CCE has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

CCE may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for and PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

PLEASE PRINT

DATE: _____

Account Holder Name(s): _____

Condominium Unit Number: _____ Type of Service: Personal _____ Business _____

Billing Address:

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: (Bus.) _____ (Res.) _____

Financial Institution (FI): _____

Account Number: _____ FI Transit Number: _____

(Alternatively you may provide a void check along with this form for account setup) (Transit -5 digits; FI – 3 digits)

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Authorized Signature(s): _____

Clean Cut Energy Corp.
PO Box: 25008
17-370 Stone Rd. West
Guelph, ON N1G 4T4
Tel: (226) 780-0284 ext. 2
E-mail: billing@cleancutenergy.ca