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KEEP THESE NATURAL GAS AND ELECTRICITY
SUPPLY AGREEMENT TERMS AND CONDITIONS
HANDY WITH YOUR SIGNED AGREEMENT

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BLUEPOWER[®]

Distributed Energy Corporation

NATURAL GAS AND ELECTRICITY SUPPLY AGREEMENT

TERMS AND CONDITIONS

morEnergy Savings Corp., and/or Blue Power Distributed Energy Corp., agree(s) to sell natural gas and/or electricity to the consumer named on the attached Natural Gas and Electricity supply Application (“Application”) and provide related services described herein on behalf of Consumer. Consumer agrees to purchase such natural gas and/or electricity subject to the following terms. This Agreement binds Consumer as well as all persons residing in the Premises.

These Terms and Conditions are intended to apply to Low-Volume Consumers, i.e. those with annual consumption of less than 50,000 cubic metres/year of natural gas and less than 150,000 kWh/yr of electricity.

You understand that morEnergy/Blue Power may record your voice acknowledgement by telephone of entering into this Agreement to buy natural gas and/or electricity from us. The voice recording will be retained by morEnergy/Blue Power in accordance with the Electronic Commerce Act, 2000 and is your acknowledgement that you have read, understood, and agreed to the following Terms and Conditions. morEnergy/Blue Power will provide a copy of the voice recording within ten days of the Consumers request.

1. About this Agreement and Definitions

“Agreement” means these terms and conditions, the application form (including any attached schedules) and/or any text-based cover letter from morEnergy/Blue Power which is intended to form a part of this Agreement.

“Blue Power” means Blue Power Distributed Energy Corporation.

“Delivery Charges” mean any amounts charged by Utility (or charged by the IESO and passed through by the Utility), a natural gas pipeline or a related third party for delivery/transmission/distribution services, wholesale market service charges (including, but not limited to hourly uplift, ancillary service payments and the IESO administration charges), compressor fuel charges, Global Adjustment charges, debt retirement charges or rural rate protection charges and billing/administration charges.

“ECPA” means The Energy Consumer Protection Act (Ontario)

“HOEP” means the final hourly market clearing price for electricity as posted on the IESO website at www.ieso.ca.

“IESO” means the Independent Electricity System Operator or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid in the Province of Ontario.

“morEnergy” means morEnergy Savings Corporation.

“Power” means the natural gas and/or electricity that you are purchasing under this Agreement.

“Power Charge” means the price per unit of Power applicable to your Power Plan measured in cubic meters (m³) for natural gas and kilowatt hours (kWh) for electricity.

“Power Plan” means the specific energy plan selected by you for the purchase of Power from morEnergy/Blue Power under this Agreement.

“Premises” means the address specified in this Application or elsewhere in this Agreement, including all the addresses listed on any attached schedules, if applicable.

“Taxes” means all federal, provincial, municipal or other governmental taxes, duties, fees, levies, premiums or any other charges, relating to the sale, purchase or delivery of natural gas and electricity, whether direct or indirect, together with all interest penalties or other additional amounts imposed including but not limited to those levied on or measured by, or referred to, as sales, consumption, goods and services, use, value added, excise, stamp, withholding or surtaxes and any other tax (new or otherwise) imposed by any governmental entity.

“Utility” means your local natural gas or electric distribution Utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas and electricity to the Premises.

In this Agreement, “Consumer”, “you” and “your” mean the account holder who completes and signs this Agreement or a person authorized to do so by the account holder. Under this Agreement, you hereby appoint morEnergy and/or Blue Power as your sole and exclusive natural gas and/or electricity supplier (including any Utility) to the Premises for the term of this Agreement, including during the term of any renewal or extension. You understand that you are contracting with a retailer of natural gas and/or electricity and not your local gas or electricity distributor. You will not appoint another natural gas or electricity supplier during the term of this Agreement (including during the term of any renewal). morEnergy/Blue Power relies on this Agreement as security to obtain a supply of natural gas and/or electricity for you. Under this Agreement, you also hereby authorize your Utility to give morEnergy/Blue Power and hereby consent to the disclosure of: (i) your natural gas and electricity account numbers which morEnergy/Blue Power includes in this Agreement; and (ii) information about your natural gas and electricity accounts, including payment credit, consumption and meter information.

You also authorize and consent to morEnergy/Blue Power disclosing this information to a third party (without further consent or notification), for the purposes set out in Section 8 of these Terms and Conditions. You also authorize morEnergy/Blue Power to act as your agent for the purpose of determining whether you are eligible to participate in morEnergy’s/Blue Power’s natural gas and/or electricity program.

Under this Agreement, you also hereby appoint morEnergy/Blue Power as your sole and exclusive agent for the purpose of arranging, on your behalf, for the commodity supply, transportation, storage, volume balancing, billing and other related services in connection with your gas and/or electricity requirements. By appointing morEnergy/Blue Power as your agent, you are authorizing morEnergy/Blue Power to enter into natural gas, and/or

electricity supply, transportation, storage, volume balancing, billing and other related agreements, in your name and on your behalf, as if you had entered into such agreements yourself. In connection with the natural gas and/or electricity supply service under this Agreement, morEnergy/Blue Power may take any action or sign any document as if you had taken the action or signed the document.

2. Assignment:

morEnergy/Blue Power may transfer or assign this Agreement and its rights, privileges, entitlements, and obligations under this Agreement, in whole or in part, to another licensed marketer of natural gas and/or electricity without your permission. In the event that morEnergy/Blue Power transfers or assigns this Agreement to a new natural gas or electricity marketer, morEnergy/Blue Power will provide you with notice of the new marketers' address for service, its phone number and customer complaints resolution process. You do not have the right to assign your rights and obligations under this Agreement to anyone else.

3. Price:

You agree to pay the Power Charge applicable to your Power Plan, during the full Initial Term of this Agreement, less any credits or rebates (if applicable) for the natural gas, and/or less any credits or rebates (if applicable) for the electricity by Blue Power and/or a government body. You agree, as applicable, to pay any additional costs as set out on the Application and as further described herein. Any consumption based credits or rebates will be based on your actual consumption if made available by the Utility; if such actual consumption is not available, morEnergy/Blue Power will estimate the amount of the credits or rebates based on your historical usage that is made available by the Utility. The total amount you pay on each bill for natural gas and electricity supplied under this Agreement will vary according to the volume of gas and/or electricity that you consume during each billing period.

This price does not include: applicable Taxes and Delivery Charges in respect of the natural gas and electricity supplied by morEnergy/Blue Power; the cost of transporting your natural gas and/or electricity to you, including regulated transmission, natural gas pipeline transportation, compressor fuel, distribution and other costs (including administrative fees) that will be charged by your Utility. Any such costs charged by your Utility or any third party to morEnergy/Blue Power will be passed on by morEnergy/Blue Power to the Consumer and you agree to pay such charges. See also Sections 5 ("**Billing**") and 11 ("**Making Changes to this Agreement**"). Currently, charges by the IESO include charges for congestion and transmission line loss. If the rules relating to any of these or any other Delivery Charges change, and as a result morEnergy/Blue Power has to pay any additional charges during the Term, you will reimburse morEnergy/Blue Power for such charges.

I understand that in order for morEnergy/Blue Power to be able to supply electricity to its existing and prospective customers at a fixed and/or variable

price, morEnergy/Blue Power enters into supply arrangements to meet the forecasted consumption of such customers. These forecasts are based on historical consumption data, where available, or on estimates. To the extent that actual aggregate consumption of such customers varies from the forecast consumption of such existing and prospective customers which morEnergy/Blue Power used to enter into its supply arrangements, morEnergy/Blue Power will incur a cost or benefit in balancing and settling its electricity supply arrangements with such consumption. I agree to pay or receive, as applicable, your pro-rata share (based on my actual consumption to that of all such customers) of any such cost or benefit to morEnergy/Blue Power to effect this balancing and settlement. The net financial settlement amount for such imbalance will be calculated based on the difference between your fixed price and the weighted average HOEP corresponding to your load profile in your rate class, and the difference between your actual kilowatt-hour consumption and your pro rata share of the aggregate quantity under the supply arrangements referenced above. For greater certainty, your invoice will reflect a credit or a debit based on whether the net financial settlement amount is positive or negative. The net financial settlement amounts will not exceed a debit or credit of ten (10) percent of the Initial Price or the Averaged Price in any contract year. You understand that your Utility's commodity price for supplying natural gas and electricity is not fixed, and may be higher or lower than the price you pay morEnergy/Blue Power under this Agreement.

4. Term:

This Agreement is for an Initial Term which I selected under my Power Plan on the Application (my "Term"), and commences on the first day that morEnergy/Blue Power supplies natural gas and/or electricity under this Agreement and continues for my Term, subject to any renewal. The supply of natural gas and electricity under this Agreement is intended to start within 120 days of the date of this Agreement. The parties acknowledge that there might be a delay in the start of supply for reasons beyond morEnergy's/Blue Power's control, such as a delay by your Utility in providing morEnergy/Blue Power with requested information or in processing this Agreement.

5. Billing:

The amounts that you owe under this Agreement will, until we otherwise advise you, be included and shown on the Utility bills that are sent to you by your Utility. The billing pattern and payment terms that currently pertain to your Utility bill are not changed by this Agreement, unless and until you are otherwise advised by us. You are responsible for paying amounts owed under this Agreement and included and shown on your Utility bill.

morEnergy/Blue Power reserves the right to change to a billing system whereby morEnergy/Blue Power, rather than your Utility, bills you for all or a portion of the costs associated with the supply and delivery of natural gas and electricity to

the Premises, including any bank charges resulting from insufficient funds in your bank account to cover cheques written by you to morEnergy/Blue Power and any late charges (calculated at a rate of 1.5% compounded monthly from the due date; this equals an annual rate of 19.56% on any amount outstanding. You agree to give morEnergy/Blue Power a security deposit in an amount determined by morEnergy/Blue Power in its sole discretion, if requested to do so.

6. Renewing this Agreement:

morEnergy may renew your natural gas Agreement for up to a one (1) year term with the same Terms and Conditions contained in this Agreement, including the price of the natural gas that morEnergy supplies to you. If my natural gas supply Agreement is automatically renewed/extended, either I or morEnergy can provide notification to cancel the natural gas supply Agreement without cost or penalty by providing written notification only. Regulations currently provide that morEnergy/Blue Power may renew/extend this Agreement by giving you a text-based notice of renewal ("Renewal Notice") or an extension notice ("Extension Notice") package, no earlier than 120 days and no later than 60 days before the end of the term of this Agreement.

The Renewal or Extension Notice Package will comply with all applicable legislation and regulatory requirements. For both electricity and/or natural gas supply selected on this Agreement, morEnergy/Blue Power will renew or extend this Agreement if I advise morEnergy/Blue Power (either in writing or over the telephone) of the renewal or extended option selected from the package provided me.

7. Average Down® Right:

If during the term of this Agreement, the price at which morEnergy/Blue Power offers to supply natural gas and/or electricity for my Term is more or less than the Power Charge under this Agreement (the "Initial Price"), then any time after one year from the commencement of this Agreement, with no limit to the number of times I may Average Down, you may notify morEnergy/Blue Power either in writing or by telephone, that you wish to amend this Agreement on the following basis: (i) the remaining term of the Agreement will be amended to run for a new five (5) year term; (ii) the price that you will pay for Power supplied by morEnergy/Blue Power to you during the Extended Term (the "Averaged Price") will be outlined in the new Agreement.

All other terms and conditions of this Agreement will remain unchanged. After you have agreed with morEnergy/Blue Power to amend this Agreement, morEnergy/Blue Power will send you a text-based confirmation of the amendment, including confirmation of the Extension Term and the Averaged Price, as well as copies of the amended Agreement, terms and conditions, disclosure statement(s) and price comparison form(s) within ten (10) days of

your request to amend the Agreement. If the amendment occurs by means of a telephone call with morEnergy/Blue Power, morEnergy/Blue Power will record the call, and you agree that the call will constitute your notice to morEnergy /Blue Power to amend this Agreement along with your acknowledgement of receipt of the new Agreement, disclosure statement(s), price comparison form(s) and the Extension Term as accepted by you. You may obtain an electronic copy of the recording from morEnergy/Blue Power upon request. Within 14 days of amending this Agreement by either telephone or in writing, you may retract your amendment by giving written notice to morEnergy/Blue Power and in that event, this Agreement will continue in full force and effect in accordance with its original terms.

8. Personal Information:

You certify that all of the information that you have provided to morEnergy/Blue Power, upon which morEnergy/Blue Power is relying to enter into this Agreement is true, complete and correct. You acknowledge that you are either the account holder for the Premises or that you are legally entitled to sign this Agreement on behalf of the account holder. You authorize morEnergy/Blue Power to submit a request to your Utility, on your behalf, to allow morEnergy/Blue Power to supply natural gas and/or electricity to the Premises. You direct your Utility to release to morEnergy/Blue Power any and all information related to your present arrangements for the supply of natural gas and/or electricity to the Premises in its control.

You acknowledge and agree that by entering into this Agreement, you hereby authorize morEnergy/Blue Power and each third party identified below and to whom morEnergy/Blue Power provides your personal information, to collect, hold, use, communicate and disclose personal information about you, including information obtained from your Utility and such personal information provided by you or otherwise contained in or connected with your account with morEnergy/Blue Power, in accordance with this Agreement.

You authorize morEnergy/Blue Power to disclose your personal information to its affiliates and to morEnergy's/Blue Power's and its affiliates' agents, representatives and actual or prospective assigns, creditors or other funders, natural gas and electricity suppliers, insurers and their respective agents and representatives, to other third parties working for, or on behalf of, morEnergy /Blue Power, to credit reporting and collection agencies, to other third parties who may promote products or services to you and to any others persons to whom morEnergy/Blue Power considers it reasonably necessary to further your interests or to fulfill specific requirements as deemed necessary by morEnergy/Blue Power (the "Purposes"). You understand that you may, at any time, advise morEnergy/Blue Power in writing, by fax, email, personal delivery, or registered mail to stop using your personal information for promotional purposes.

You understand the significance of consenting to the collection, holding, use, communication, and disclosure of your personal information. You acknowledge that you have given your informed consent freely and voluntarily and that your consent will be valid and irrevocable for so long as it is needed in order to achieve the Purposes. morEnergy/Blue Power may record and disclose telephone conversations between you and us.

9. What happens if your address changes:

If the address where your natural gas and electricity is delivered changes, you must let morEnergy/Blue Power know in writing at least 30 days before the change takes effect. You also agree that your Utility may advise morEnergy/Blue Power of any such change. Upon receipt of a notification of an address change from you or your Utility, morEnergy/Blue Power will use its best efforts to transfer your natural gas and/or electricity supply under this Agreement to your new address, where such address will become the new address. If morEnergy/Blue Power is not able to supply natural gas and/or electricity to you at your new address, morEnergy/Blue Power may, at its option, treat this Agreement as at an end, in accordance with the provisions of Sections 12. morEnergy/Blue Power will notify you if it elects to do this. Should you wish to cancel this Agreement as a result of a permanent move to a new location, you may do so without penalty by providing notice to morEnergy/Blue Power (via written correspondence, email, or recorded telephone calls)(Subject to Section 13).

10. Responsibility under this Agreement:

morEnergy/Blue Power is not responsible for failing to perform its obligations under this Agreement if morEnergy/Blue Power is prevented from doing so by events or circumstances beyond its control. morEnergy/Blue Power reserves the right, at its sole discretion, to transfer the Consumer to standard utility supply service at any time during the Term of this Agreement. morEnergy/Blue Power is not responsible for any direct or indirect, economic and/or consequential losses caused to you, however caused. Any action morEnergy/Blue Power takes, or fails to take, does not mean that morEnergy/Blue Power gives up any of its rights under this Agreement. You are responsible to indemnify morEnergy/Blue Power and hold it harmless in respect of lawsuits or claims made against it arising out of your conduct.

11. Making changes to this Agreement:

You agree that morEnergy/Blue Power may change this Agreement by giving you notice by telephone or by sending a text-based copy of the proposed amendment not less than sixty (60) days before the change takes effect. morEnergy/Blue Power may do this if:

- (a) your Utility changes the service it offers; or
- (b) a change in the law requires morEnergy/Blue Power to change this Agreement. Subject to Section 7, any amendment to this Agreement will take

effect only if you and morEnergy/Blue Power consent to the amendment in writing or by telephone.

You understand that if you consent to the amendment, morEnergy/Blue Power will provide you with a text-based copy of the amendment no later than ten (10) days after you provide your consent. You have the right to retract your consent to the amendment not more than twenty (20) days after the text-based copy of the amendment is provided to you. If you do not consent to the amendment, morEnergy/Blue Power may terminate this Agreement upon notice to you (without liability or penalty).

12. When morEnergy/Blue Power May Cancel This Agreement:

morEnergy/Blue Power may cancel this Agreement before the end of my Term, without prejudice to enforcement of any other legal right or remedy if:

- (a) you don't make a payment on time or in accordance with this Agreement;
- (b) you don't meet your other obligations under this Agreement;
- (c) your Utility tells morEnergy/Blue Power that you have an arrangement with another natural gas or electricity supplier or agent to supply natural gas or electricity to you;
- (d) you authorize the transfer of your account with morEnergy/Blue Power to another natural gas or electricity supplier before the end of the Term of this Agreement;
- (e) morEnergy/Blue Power is required by law or regulation or judicial, regulatory, administrative or other legal order or process to cancel this Agreement;
- (f) a change in law requires a change to this Agreement that morEnergy/Blue Power does not agree to;
- (g) you make an assignment or any general arrangement for the benefit of creditors, or commence or acquiesce in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or have such a proceeding commenced against you or otherwise become bankrupt or insolvent (however evidenced) or become unable to pay your debts when due or have a receiver, trustee or similar official appointed with respect to you, or substantially all of your assets;
- (h) your consumption of natural gas or electricity (as applicable) exceeds 50,000 cubic meters per year or 150,000 kWh per year, respectively;
- (i) if this Agreement is for the supply of electricity, we are unable (after using commercially reasonable effects) to obtain a fixed supply of electricity at a commercially viable price sufficient to meet your anticipated consumption of electricity during your Term; or
- (h) you move to a location where morEnergy/Blue Power is not able to supply you with electricity or natural gas.

13. Early Termination Damages:

If (A) morEnergy/Blue Power terminates this Agreement after the occurrence of any of the events described in clauses (a) to (i) of Section 12 or (B) you terminate this Agreement, in either case before the end of its Initial Term or

before the end of the term of any renewal or extension (an "Early Termination"), you must pay morEnergy/Blue Power any costs and expenses (including legal fees, expenses, credit and/or rebates received, and the cost of collection) that morEnergy/Blue Power incurs as a result of such Early Termination including, without limitation, Early Termination Damages for Natural Gas and Early Termination Damages for Electricity (as defined below).

"Early Termination Damages for Natural Gas" for Customers who consume more than 3,500m³ per year or if your property is occupied for the primary purpose of carrying on a business, will equal an amount determined by morEnergy by multiplying (A) the Projected Future Volume (as defined below) by (B) the greater of (i) five cents per cubic metre, that as used herein, "Projected Future Volume" means the product of (a) your actual 12-month historical gas consumption as provided by your Utility, or if such actual data is not available, your Utility's current standard estimate of average yearly gas consumption by consumers in your rate class, in either case divided by 12; and (b) the number of whole and partial calendar months remaining in the term of this Agreement. If my 12-month Projected Future Volume is less than 3500m³ per year, my Early Termination Damages will be equal to \$100 for each year, or part year, remaining in this Agreement.

"Early Termination Damages for Electricity" for Customers who consume more than 15,000kWh per year or if your property is occupied for the primary purpose of carrying on a business will equal an amount determined by Blue Power by multiplying (A) the Projected Future Usage (as defined below) by (B) the greater of (i) 1.5 cent/kWh, that as used herein, "Projected Future Usage" means the product of (a) your actual 12-month historical electricity consumption as provided by your Utility or, if such actual data is not available, your Utility's current standard estimate of average yearly electricity consumption by consumers in your rate class, in either case divided by 12; and (b) the number of whole and partial calendar months remaining in the term of this Agreement. If my 12-month Projected Future Volume is less than 15,000kWh per year, my Early Termination Damages will be equal to \$50 for each year, or part year, remaining in this Agreement.

If at the time of entering into this Agreement, you received from morEnergy/Blue Power a credit or rebate of any kind, you agree that in the event of an Early Termination of this Agreement, the Early Termination Damages that you must pay to morEnergy/Blue Power will also include the amount of such credit or rebate. I agree that the liquidated damages calculations above are a genuine pre-estimate, as of the date of this Agreement, of the damages that would be suffered by morEnergy/Blue Power and shall be conclusively deemed to be liquidated damages and not a penalty. I also agree to pay morEnergy/Blue Power any fees associated with the collection of liquidated damages including any legal fees and I authorize and direct the Utility to include the liquidated damages and collection fees in your natural gas and electricity bill as an amount payable to morEnergy/Blue Power and to allow morEnergy/Blue Power to collect the liquidated damages and collection fees directly from me.

14. Miscellaneous:

This Agreement is the entire Agreement between you and us. It is governed by the laws of the province of Ontario. You understand that morEnergy/Blue Power is licensed to market natural gas and electricity in Ontario by the Ontario Energy Board, pursuant to License Numbers GM-2010-0336 and ER-2010-0335 and that it is not a regulated distributor of natural gas or electricity. Should any of the Terms and Conditions in this Agreement be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such terms or conditions shall be deemed severed from this Agreement and the remaining terms and conditions shall continue in full force and effect. Any dispute arising out of this Agreement will be referred to and decided by one arbitrator according to the rules relating commercial arbitration under the Ontario Arbitration Act, 1991. If, while any dispute is pending, you are billed for natural gas or electricity at prices lower than the Agreement prices, you agree to pay morEnergy/Blue Power an amount equal to the difference between such prices and the Agreement Prices multiplied by the quantity of natural gas and/or electricity consumed by you for which such lower prices were applied (which amount may be offset against any amount owed by morEnergy/Blue Power to you).

This Agreement is (i) an “eligible financial contract” within the meaning of the Companies’ Creditors Arrangement Act (Canada) and the Bankruptcy and Insolvency Act (Canada), and (ii) a “forward contract” for the purposes of United States of America bankruptcy and insolvency laws.

15. Questions, concerns and complaints:

If you have any questions or concerns about this Agreement or any matter regarding applicable privacy legislation, you must first direct them to morEnergy/Blue Power at the address and telephone numbers set out in Section 16 below called “How to contact morEnergy/Blue Power”.

Unresolved concerns may be referred to an independent consumer complaints resolution process made available by the Ontario Energy Board. In the event of unresolved complaints, you may contact the Ontario Energy Board’s Customer Service Centre at (416) 314-2455 or toll free at 1-877-632-2727 to receive advice regarding its resolution process.

16. How to contact morEnergy/Blue Power:

By phone: 1 866 225.7204

By fax: 416 622.7029

By e-mail: customerservice@MorEnergySavings.com

Web Page: <http://www.morenergysavings.com/>

By personal delivery, mail, or registered mail, to:

morEnergy Savings Corporation

Attention: Customer Service, 300 The East Mall, Suite 200,
Etobicoke, Ontario M9B 6B7

17. Consumer Rights

You understand that this Agreement will cease to have effect unless morEnergy/Blue Power delivers to you a text-based copy of this Agreement within 40 days after you sign it and in accordance with Section 15(1) of the ECPA (if applicable) unless you verify this Agreement after the 10th and before the 46th day following the day on which the text-based copy of this Agreement was delivered to you.

You also understand that this Agreement in accordance with Section 15(1) (if applicable) will cease to have effect if you give morEnergy/Blue Power notice not to verify this Agreement at any time before the 46th day following the day on which the text-based copy of this Agreement was delivered to you. You understand that once you have verified this Agreement after the 10th, and before the 46th day for the day on which the text-based copy of this Agreement was delivered to you, you have entered into a binding legal Agreement.

You understand that nothing in this contract negates or varies the consumer's rights to cancel the contract under and in accordance with the Act in this Part.

You also understand that in the case of a contract for the provision of Electricity, that 30 days from the day I receive my first electricity bill under this Agreement, I may terminate this Agreement without cost or penalty after providing Blue Power with notification in writing.

18. When you can end this Agreement

You may cancel this Agreement at any time without cost or penalty: (a) if the Agreement does not meet the requirement of section 12(1) of the ECPA; (b) if we engage in unfair practice under the ECPA in relation to you; (c) if this Agreement was entered into for a term that begins before the expiry of the term of a pre-existing contract, by providing notice of the cancellation before the end of the term of the pre-existing contract (such notice to include a copy of the pre-existing contract); (d) if this Agreement is amended, renewed or extended and, at the time of the amendment, renewal or extension, we are not in compliance with the conditions of our licence set out in sections 3 and 4 of Ontario Regulation 90/99 made under the Ontario Energy Board Act, 1998; or (e) by giving us notice not more than 10 days after a text based copy of this Agreement (or copy of this Agreement in the form required under subsection 13(2) of the ECPA if applicable) is delivered to you and you acknowledge (or are deemed to acknowledge) its receipt in accordance with section 14 of the ECPA. If you cancel within the period referred to in (e) then you are entitled to a full refund of all amounts paid under the contract, if any. You may also cancel this Agreement at any time for any reason by giving 10 days notice, but in that case you will be required to pay Early Termination Damages as set out in Section 13. In each case you must give morEnergy /Blue Power written notice specifying the reason for cancellation, cancellation by telephone is not permitted.