

**Voltage Vision Services LTD.
Customer Service Agreement
Nov 15, 2024**

The terms and conditions of this customer services agreement (“Agreement”) create a legally binding agreement between you (the “Customer”) and Voltage Vision Services LTD. (“Voltage Vision”) governing the Customer’s use of the Services (as defined below). In the event of a conflict between the Agreement and any applicable laws, such applicable laws shall prevail. Please read the following terms and conditions carefully as well as Voltage Vision’s Conditions of Service, a copy of which is available at www.voltagevision.com/conditions-of-service or can be obtained from a Voltage Vision representative. By opening an account with Voltage Vision, the Customer acknowledges and agrees to the below terms and conditions.

1. By opening an account with Voltage Vision, the Customer acknowledges and agrees to the terms and conditions of this Agreement. This Agreement includes these terms and conditions and Voltage Vision’s Conditions of Service located at www.voltagevision.com/conditions-of-service, as may be amended from time to time.
2. The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the “**Unit**”), and/or electrical vehicle parking unit (the “**Parking Unit**” and, together with the Unit, the “**Service Unit**”), as applicable, located in the building at the above-noted Service Address (the “**Premises**”).
3. The Customer acknowledges that Voltage Vision will provide the following services (the “**Services**”) to the Service Unit:
 - a. If Voltage Vision provides such services, Voltage Vision shall measure, read, record, and/or allocate electricity, gas, water, and/or thermal energy, as applicable (the “**Commodity**”), use for the Service Unit, as applicable;
 - b. If Voltage Vision owns any submetering system located at the Premises, Voltage Vision shall ensure such submetering system is operating properly;
 - c. Voltage Vision shall, monthly, prepare invoices showing the amount of the Commodity consumed at or allocated to the Service Unit, as applicable, and the amount payable by the Customer for the Commodity consumed or allocated and the Services. In the event that consumption is measured by a submetering system and meter readings are not scheduled or available, Voltage Vision reserves the right to issue invoices based on estimates;
 - d. Voltage Vision shall issue monthly invoices by email, mail or make monthly invoices available over the internet in accordance with Voltage Vision’s Conditions of Service. Unless otherwise specified by the Customer, Voltage Vision shall email the monthly invoices to the Customer at the email address provided by the Customer; and
 - e. Voltage Vision shall provide customer service in respect of general inquiries and records retrieval. Specific services may be provided on a fee-for-service basis in accordance with Voltage Vision’s Conditions of Service and applicable laws.
4. The Customer consents to the provision of the Services and agrees to pay the administration fee and other charges and fees (collectively, the “**Service Fees**”) for the Services provided by Voltage Vision under this Agreement as set forth in the invoices delivered by Voltage Vision and in accordance with Voltage Vision’s Conditions of Service and applicable laws. For a detailed list of rates and charges visit <https://www.voltagevision.com/> or contact a Voltage Vision representative.

5. The Customer acknowledges that the developer, the owner, the strata or condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with Voltage Vision for the provision of the Services, including meter reading, billing and/or collection services. The Customer further acknowledges and consents to the developer, the owner, the strata or condominium corporation and/or the authorized agent, as applicable, sharing with Voltage Vision information to establish an account for the Customer including, but not limited to, Customer's contact information (which shall consist of name, Unit number, address, email address and telephone number) and the occupancy and/or tenancy date.

6. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Commodity to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Service Unit and/or the date when Voltage Vision has installed any submetering system in respect of the Service Unit). In the event that the Customer does not have an account with Voltage Vision, the Customer agrees to contact Voltage Vision by telephone at TBD or complete an online form at <https://www.voltagevision.com/> to set-up an account on or before the effective date.

7. In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer and the costs and expenses relating to the supply of the Commodity are not included in the rent, the Customer may arrange for its tenant to establish an account with Voltage Vision and pay for the cost and expenses of the Commodity and the Services supplied to such Service Unit and the Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to Voltage Vision relating to such Service Unit.

8. The Customer acknowledges that Voltage Vision is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than any submetering system, if owned by Voltage Vision) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Voltage Vision is not in any way in control of or responsible for the supply of the Commodity to the property on which the Premises is situated.

9. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the submetering system, if any, unless it has provided Voltage Vision with at least sixty (60) days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Voltage Vision, the Customer shall notify Voltage Vision forthwith of such change or modification, and Voltage Vision shall have the right to require reasonable modifications to accommodate the submetering system and/or ensure the safe and continued operation of the submetering system. In the event that Voltage Vision determines that such change or modification affects the operation of its submetering system, if any, results in a requirement to reinstall or replace any part of the submetering system, if any, or otherwise impacts Voltage Vision's ability to provide the Services, the Customer shall be responsible

for all costs and expenses, on a time and materials basis, incurred by Voltage Vision for any resulting work.

10. If Voltage Vision owns the submetering system, if any, Voltage Vision shall be responsible for the maintenance and repair of such submetering system, but if in response to a request by the Customer for an inspection of the submetering system in respect of the Service Unit, Voltage Vision determines, acting reasonably, that the submetering system did not require any maintenance or repair, the Customer may be responsible for the cost of such inspection performed by Voltage Vision, in accordance with Voltage Vision's Conditions of Service and applicable laws. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage Voltage Vision's submetering system and agrees to indemnify Voltage Vision in respect of any losses, costs, expenses or damages caused thereby.

11. The Customer agrees to provide Voltage Vision, its agents, contractors and employees and any other persons authorized by Voltage Vision with access to any submetering system and Service Unit at all reasonable times and with reasonable notice for purposes of inspection, maintenance, repair or removal of the submetering system and the provision of the Services in accordance with Voltage Vision's Conditions of Service.

12. The Customer agrees that the charges for the Commodity supplied to the Service Unit will comprise of: (i) in the event that consumption is measured by the submetering system, Commodity consumption charges, as applicable, based on measurements by the submetering system for the Service Unit, or in the event that Commodity charges are allocated to the Service Unit, the Customer agrees that such charges will be allocated to the Service Unit based on square footage, occupancy, occupancy factor, number of bathrooms or plumbing fixtures or as otherwise determined by the developer, strata or condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located (which, all or a portion of such consumption or allocation charges, are being collected by Voltage Vision on behalf of the developer, strata or condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), (ii) the Service Fees and (iii) other charges which may be payable from time to time in accordance with Voltage Vision's Conditions of Service, including, but not limited to, a pass-through of all or a portion of a rental charge for equipment such as heat pumps and EV chargers, the amount of which will be established by the owner, property manager or strata or condominium corporation of the building, as applicable, subject to any applicable laws limiting the amount or Voltage Vision's ability to do so. The Customer acknowledges and agrees that these charges are based on rates which may change at any time and from time to time in accordance with applicable laws. For a detailed list of current rates and charges visit <https://www.voltagevision.com/> or contact a Voltage Vision representative.

13. The Customer agrees to pay on or before the due date the amounts owing under this Agreement in the manner specified on each invoice and in accordance with Voltage Vision's Conditions of Service. Interest will be charged on any amount not received by the due date at the rate of 1.5% compounded monthly (19.56% per annum) from the due date until receipt of such amount and all accrued interest. The Customer will be responsible for any collection costs. All dollar amounts referred to in this Agreement are in lawful money

of Canada and are exclusive of applicable taxes, such as the Goods and Services Tax and the Provincial Sales Tax (which shall be paid by the Customer). Voltage Vision shall have the right to report payment history about the Customer's account to credit reporting agencies to manage collections and business risks.

14. If the Customer fails to pay electricity or electricity-related charges due to Voltage Vision under this Agreement, then Voltage Vision, after lawful demand and notice to the Customer and subject to applicable laws, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to take any action(s) based on such non-payment, including, but not limited to disconnect, terminate or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.

15. The Customer agrees to be subject to the security deposit policy of Voltage Vision (which, with respect to electricity submetering services in Ontario, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any Voltage Vision representative or reviewing Voltage Vision's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer, in accordance with applicable laws, if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to Voltage Vision's Conditions of Service. Voltage Vision may, at its own discretion, waive the requirement for a security deposit.

16. Voltage Vision shall not be in default of the performance of any of its obligations or covenants contained in this Agreement during any period when Voltage Vision is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, act of God, act of terrorism or any other condition which is beyond the control of Voltage Vision and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.

17. The Customer acknowledges that, if Voltage Vision provides water, gas, or thermal energy submetering services, Voltage Vision may issue a single invoice for the provision of all such Services. In the event the Customer makes a partial payment of any such single invoice, Voltage Vision shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity submetering services first. Then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, Voltage Vision has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of any water, gas, or thermal energy submetering services.

18. Voltage Vision 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, whether or not such damages were foreseeable, and even if the Customer has been advised of the possibility of such damages. Notwithstanding anything else in this Agreement to the contrary, in no event shall the

aggregate liability of Voltage Vision arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed the aggregate amount of Service Fees paid to Voltage Vision during the twelve (12) month period prior to the date of any claim by the Customer for damages. This limitation of liability will apply to the fullest extent permitted by law and will survive the termination of this Agreement.

19. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

20. No director, trustee, officer, shareholder, employee, agent or other contractor of Voltage Vision shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.

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

22. Everything contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Voltage Vision may assign any of its rights and obligations under this Agreement and upon such assignment, Voltage Vision is released from any further obligations to the Customer under this Agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this Agreement. All obligations of the Customers under this Agreement shall be deemed joint and several obligations and provisions of this Agreement relating to payment for the 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.

23. Any notice required or permitted under this Agreement may be given by Voltage Vision to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to Voltage Vision by email to CustomerCare@voltagevision.com or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to **Voltage Vision Services LTD. 4711 Yonge ST, 10th floor, Toronto, Ontario M2N 6K8, Attention: Customer Care.**

24. The Customer consents to Voltage Vision's collection, use, disclosure, retention, handling or other processing of the Customer's personal information in accordance with Voltage Vision's Privacy Policy which is available at www.voltagevision.com/privacy-policy, and as otherwise permitted by applicable law.

25. Consistent with the terms of Voltage Vision 's Privacy Policy, Voltage Vision may disclose information about the Customer, the Service Unit and Voltage Vision's dealings

with the Customer, including consumption, allocation and payment information, to each of the landlord, property manager, developer, strata or condominium corporation and/or owner of the Premises (each an "**Information Recipient**"). The Customer hereby consents to Voltage Vision disclosing information about the Customer, the Service Unit and Voltage Vision's dealings with the Customer, including consumption, allocation and payment information, to any Information Recipient. Voltage Vision is not responsible or liable for the use, disclosure, retention or handling of the disclosed information by any Information Recipient. If and to the extent the disclosed information includes personal information of the Customer or any other person, then the collection, use, disclosure, retention, handling or other processing of the disclosed information will be governed by the relevant Information Recipient's privacy policy (not Voltage Vision 's Privacy Policy).

26. The Customer shall provide written notice to Voltage Vision, in accordance with the notice requirements set out in paragraph "23", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to Voltage Vision at least thirty (30) days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, Voltage Vision will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Voltage Vision to the credit of the Customer, subject to applicable laws, shall be applied towards 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 Voltage Vision to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Voltage Vision for the Services shall continue until Voltage Vision has completed a final reading and the final invoice is paid. If a final meter reading is not obtained, the final invoice shall be based on an estimate of the Commodities consumed by the Customer since the last meter reading.

27. The Services provided under this Agreement may be terminated by Voltage Vision by giving the Customer notice thereof, in which case Voltage Vision may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered, the provisions of paragraph "26" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.

28. This Agreement may be terminated by the Customer only in accordance with paragraph "26" of this Agreement.

29. Consistent with the terms of Voltage Vision 's Privacy Policy, which is available at www.voltagevision.com/privacy-policy, the Customer hereby consents to recurring account-related phone calls, text messages (SMS), emails and/or mail from Voltage Vision, its affiliates, and their authorized service providers. For SMS campaigns: message and data rates may apply.

30. Consistent with the terms of Voltage Vision 's Privacy Policy, from time to time, Voltage Vision may provide you with information about other services or products that may be of interest to the Customer and may also periodically provide the Customer with information concerning Commodities cost savings and conservation measures to assist in

reducing consumption and related costs. The Customer hereby consents to receiving phone calls, text messages (SMS), emails and/or mail from Voltage Vision, its affiliates or authorized service providers in respect of other services, products or information that may be of interest to the Customer. The Customer may, by giving Voltage Vision sixty (60) days prior written notice, withdraw such consent as detailed in Voltage Vision Privacy Policy, available at www.voltagevision.com/privacy-policy.

31. Subject to applicable laws, this Agreement, including Voltage Vision's Conditions of Service, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this Agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that (i) Voltage Vision may at any time, and 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; and (ii) Voltage Vision reserves the right at any time to modify and change this Agreement without notice to the Customer by posting updated terms and conditions on its website and such amendments are effective as of the date of posting. The Customer's continued use of the Services will be deemed acceptance of the updated terms and conditions.