



ELOCITY EV PILOT PROGRAM

PARTICIPANT AGREEMENT (the "Agreement")

(1) Pilot Participant Information

Participant Name: _____ (**"Participant"**)

Participant Address: _____

City: _____ Postal Code: _____

Phone Number: _____ Contact Email Address: _____

Tenant / Owner (select one): Owner Tenant / Lessee

(2) Utility Information

Enova Power Account Number: _____

As a participant in the Elocity EV Pilot Program, I agree to the below terms and conditions.

Participant Signature: _____ **Date:** _____

The Participant has applied to participate in the Electric Vehicle Pilot Initiative (the **"Initiative"**) offered by Enova Power Corp. (**"Enova"**). This agreement is entered into between the Participant, Enova and Enova's contractor Elocity Technologies Inc. (**"Elocity"**) and will govern the Participant's participation in the Initiative. If Enova and Elocity accept the Participant agreement, the Participant will be entitled to receive one or more Devices (the **"Device"**), in the form of an EVPlug™ that connects to the Participant's existing electric vehicle charger and Wi-Fi network and access to the EVNet™ application (the **"Application"**) that will transmit real-time electric vehicle charging information to the Participant's smartphone. The Participant will also have certain obligations.

In connection with the Initiative, the Participant has the option to opt in or out of the Demand Response and Demand Management Program using the Application. The Demand Response and Demand Management Program allows Enova through Elocity to activate or deactivate charging stations for those Participants who have opted into the program. In consideration for opting into the Demand Response and Demand Management Program, the Participant will be entitled to receive an incentive payment of one hundred dollars (\$100) (the **"Incentive Payment"**) within thirty (30) days following each twelve (12) months of uninterrupted, continuous participation in the Demand Response and Demand Management Program up to a maximum of two (2) sequential twelve (12) month periods.

In consideration of the installation of one or more Devices in the Participant's home and access to the Application, you agree to the following terms and conditions:

1. The Participant represents and warrants that:
 - (a) the Participant is a residential electricity distribution customer of Enova in good standing;
 - (b) the person signing this agreement is an individual 18 years or older and is either:
 - (i) the owner of the premises; or
 - (ii) the tenant of the premises and has the authority to install the Device(s) either as a condition of the Participant's lease or has the written consent or authorization of the owner of the premises;
 - (c) each existing electric vehicle charger to which the Device(s) is to be connected is and shall be in good working order, and has been and will continue to be maintained and inspected at reasonable intervals.
 - (d) the Participant shall provide allow the Device(s) to be installed within close proximity to the appropriate electrical outlet, the Participant's electric vehicle and at location that has good Wi-Fi reception.
 - (e) the Participant will provide the Device(s) with continuous access to the Participant's existing Wi-Fi network. If the Device(s) are disconnected from the Participant's existing Wi-Fi network for more than [seven (7)] days, the Participant shall be required to uninstall the Device(s) and immediately return it to Elocity at the Participant's expense.
2. The Participant agrees not to move, remove, tamper with, disable or damage the Device(s) that are installed in or on your premises. Any failure to comply with these obligations will be at the Participant's sole risk for any damage that may result including damage to the equipment or your premises or injury to any person.
3. The Participant acknowledges and agrees that if they opt into the Demand Response and Demand Management Program, Enova through Elocity shall have the right to activate or deactivate the Participant's electric vehicle charging station at any time. Notwithstanding this, Enova shall ensure a minimum amount of charging time of four (4) hours for the Participant between 6:00 p.m. and 6:00 a.m. EST each day.
4. The Participant acknowledges and agrees that they will not be entitled to an Incentive Payment if they do not remain opted into the Demand Response and Demand Management Program for twelve (12) consecutive months.
5. The Participant may submit a request in writing or by telephone to Enova to terminate their participation in the Initiative and have the Device(s) cease operation. Enova will comply with such request within at least ten (10) business days and Elocity shall have the right recover the Device(s) from the Participant immediately

thereafter.

6. The Participant agrees and acknowledges that Enova will, pursuant to an agreement with Elocity, allow Elocity and/or Elocity's contractors to collect and store charging data (including, but not limited to, kWh consumption, time of charge and power quality metrics and hereinafter referred to as the "**Data**") from each Device(s) connected to your existing electric vehicle charger and Wi-Fi network. You further agree and acknowledge that such Data and all right, title and interest in the Data shall be the exclusive property of Enova.
7. The Participant agrees and acknowledges: (i) Elocity is a contractor independent of Enova and that Enova makes no representation, warranty, endorsement or recommendation of any kind with regard to the Initiative, and (ii) neither Enova, Elocity, nor their respective successors, assignors, affiliates, employees, agents, officers, directors, service providers and such affiliates, respective officers, directors or employees or any of their heirs, successors or assigns (collectively, the "**Initiative Operators**") will be liable for any loss, damage or injury to persons or property, including your vehicle and/or any component of your vehicle, and including without limitation any economic loss, loss of good will, loss of profit or any direct, indirect, special or consequential damages, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith of any nature or kind whatsoever arising from or related to the installation of the Device(s) or the operation of the Application, or the interruption of power to any equipment to which a Device is connected, the Initiative or any matter related to this agreement, including, without limitation, any acts or omissions of any Initiative Operator and you hereby release the Initiative Operators of, from and against any and all of the foregoing. You agree to indemnify the Initiative Operators if you or any member of your family, customer, occupant or guest seeks damages against any of them for any reason that is connected with this agreement, the Device(s) or the Application. The maximum liability of the Initiative Operators for any matter, claim or damage in connection with this agreement, the Device(s) or the Application is limited to \$500.00.
8. The Participant agrees to participate in any follow up surveys, studies, audits, evaluations or verifications conducted by Enova, Elocity, or its agents or service providers in connection with the Initiative. This Section 8 shall survive the termination of this agreement.
9. The Participant consents to the collection, use, disclosure and other handling of any information provided by the Participant to the Initiative Operators, including personal information such as the Participant's name, address, telephone number, email address and records showing historical energy use and consumption (collectively the foregoing is referred to as "**Participant Information**") by the Initiative Operators for purposes relating to the operation, administration or assessment of the Initiative, and

in connection with any reporting activities relating to the Initiative, which such use will include, without limitation: (i) sharing of Participant Information among the Initiative Operators; (ii) use by the Initiative Operators of the Participant Information provided by you to conduct, analyze and report on the results of the Initiative and to conduct surveys and modify the Initiative based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Independent Electricity System Operator, the Ontario Ministry of Energy, Environment and Climate Change Canada or the Ontario Environmental Commissioner and/or their respective successors. You hereby acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario). This Section 9 shall survive the termination of this agreement.

10. The Participant acknowledges and agrees that Enova shall have all benefits all right, title and interest in and to all benefits or entitlements associated with any credits related to the collection and use of the data generated from the Devices in respect of Canada's Clean Fuel Standards (the "**Clean Fuel Standard Credit**"). To the extent necessary for the foregoing, the Participant agrees to and hereby does transfer and assign in favour of Enova the right and entitlement to receive the Clean Fuel Standard Credits. Enova shall be entitled, unilaterally and without your consent, to deal with such Clean Fuel Standard Credits in any manner Enova determines. This Section 10 shall survive the termination of this agreement.
11. The Participant acknowledges and agrees that Enova does not own nor will it own the Device(s) or the Application and title to the Device(s) and the Application shall at all times be and remain with Elocity. Subject to the provisions of this Section, nothing in this Agreement or otherwise shall have the effect of passing title to the Device(s) or the Application to the Participant. Notwithstanding the foregoing, title to the Device(s) shall automatically pass to you at the expiry of the Term (as such term is defined herein) of this agreement, provided that if this Agreement is terminated early, for any reason, title to the Devices shall remain with Elocity and Elocity shall be entitled to repossess the Devices. With respect to the Application, the Participant acknowledges and agrees that access to and use of the Application is subject to a license between the Participant and Elocity, which the Participant will be required to agree to upon the download and initial use of the Application.
12. The Participant acknowledges and agrees that: (i) the Participant has independently assessed the risk of installing the Device(s) in or on the Participant's premises and the Participant accept such risk; (ii) the Device(s) have been selected and obtained through normal commercial channels, and Enova makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to the Device(s) or any part thereof or

the installation thereof or otherwise; and (iii) the Device(s) are intended for use only as directed and improper use may result in injury or damage.

13. Enova shall not be in default, and shall not be deemed to be in default, of this agreement by reason of delay or the failure or inability to perform its obligations hereunder where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of Enova, including without limitation any act of God or other cause which frustrates the performance of this agreement.
14. Subject to earlier termination rights herein, this agreement shall remain in effect for two (2) years from the date of installation (the “**Term**”). In the event a Device cannot be installed at your premises, this agreement shall terminate. If the Participant breaches any of the obligations in this contract, Enova may terminate this agreement. Enova may terminate this agreement at any time and for any reason by sending the Participant notice.
15. This agreement shall be automatically renewed for a term of two (2) additional years (the “**Renewal Term**”), unless the Participant provides Enova written notice of their desire not to automatically renew this agreement three (3) months before the expiration of the Term. Written notice to not enter into the Renewal Term shall be provided to Enova.
16. Notwithstanding that title to the Device(s) shall automatically pass to the Participant at the expiry of the Term of this agreement, the continued use of the Application may be subject to a separate agreement and may be subject to the payment of fees.
17. This agreement shall be interpreted under Ontario law. The Participant may not assign this agreement. This agreement may be amended by Enova with thirty (30) days notice to you.
18. Except as provided in Sections 7, 8, 9, 10 and this Section 18, this agreement is solely for the benefit of:
 - (a) Enova, and its successors and assigns, with respect to your obligations under this agreement,
 - (b) Elocity, and its successors and assigns, with respect to your obligations under this agreement, and
 - (c) the Participant, and their successors with respect to the obligations of Enova under this agreement.

and this agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy. The Participant appoint Enova as the trustee for Elocity and the other Initiative Operators of the applicable provisions set out in this agreement, including Sections 7, 8, 9, 10 and this Section 18.