

KITCHENER-WILMOT HYDRO INC. ELECTRIC SERVICE

RULES AND REGULATIONS

1. The Corporation's Conditions of Service as approved by the Ontario Energy Board form a part of this Contract.
2. Notwithstanding anything in this Contract to the contrary, all rates and charges are subject to change from time to time on order of either the Ontario Energy Board or the Provincial Government.
3. This Contract shall not be binding upon the Corporation until accepted by it through its signing authority, and shall not be modified or affected by any unwritten promise, agreement or representation by any agent or employee of the Corporation.
4. The Applicant agrees to provide convenient and safe space for the Corporation's meters (for which no charge will be made), wires and all other equipment in said service address, and further agrees that no one who is not an agent of the Corporation or otherwise lawfully entitled to do so, shall be permitted to remove, inspect or tamper with the same, and that the properly authorized agents of the Corporation shall at all reasonable hours, have free access to the said service address for the purpose of reading, examining, repairing or removing the Corporation's meters, wires and other equipment.
5. Meters and all other equipment of the Corporation in said service address shall be in the care and at the risk of the Applicant and if destroyed or damaged, other than by ordinary wear and tear, the Applicant shall pay to the Corporation the value of such meters and equipment, or the cost of repairing or replacing same.
6. The Corporation agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity but does not guarantee a constant supply of electricity and will not be liable for damages to the Applicant for failure to supply electricity to said service address.
7. The Applicant will maintain its equipment from the point of delivery from the Corporation in accordance with the requirements of the Electrical Safety Authority.
8. The Applicant hereby expressly authorizes and empowers the Corporation at its option to remove the meters and all other equipment and to cut off the supply of electricity and terminate this agreement whenever any bills for said service are in arrears or upon violation by the Applicant of any of the terms and conditions of this Contract. Services terminated for non-payment shall not be re-established until payment is made in full, including a charge for the cost of reconnecting. Such discontinuance of service does not relieve the Applicant of the liability for arrears. The Applicant agrees to pay an interest charge to the Corporation if the account is not paid in full on or before the due date.
9. It is agreed that the Applicant will provide a Security Deposit as may be requested by the Corporation from time to time.



PERSONAL INFORMATION CONSENT FORM FOR NEW CUSTOMERS

Kitchener-Wilmot Hydro Inc. is pleased to be your provider of electricity distribution services. To provide you with a reliable source of electricity, Kitchener-Wilmot Hydro Inc. needs to collect and use certain personal information about you. As of January 1, 2004 the federal legislation protecting your privacy requires that Kitchener-Wilmot Hydro Inc. obtain your written consent to collect, use and disclose your personal information for identified purposes. We invite you to read this notice carefully to understand our policies and practices with respect to personal information.

The nature of personal information we collect may include:

- Information we receive from you such as your name, address, contact information and general financial, credit and reference information;
- Facts about your historical and current consumption of power;
- Information about your transactions with us, such as meter number, account number, account balances, payment history and account activity;
- Identifying information, such as a driver's license.

Kitchener-Wilmot Hydro Inc. uses the information we collect for the following purposes:

- To provide you with continuous electric service and to bill you for that service;
- To assist us in the collection of accounts;
- To respond to your inquiries about energy use and billing;
- To prevent fraud with respect to both you and our company;
- To meet legal and regulatory requirements.

Because of the structure of the electricity sector in Ontario, it may be necessary to share your billing and consumption information with third party billing and settlement agencies. For example, your billing and consumption information may be provided to a retailer with whom you have chosen to enter into a separate contract. Your information may also be disclosed or shared with other agencies or organizations as required by law or regulation.

We have developed and implemented a Corporate Privacy Policy for maintaining the confidentiality and security of your personal information. At any time, you have the right to request access to your personal information, which we have collected, and to request amendments to personal information about you to ensure its accuracy and completeness. To make a request for access to personal information we may have collected, disclosed or used about you or to request that your personal information be amended, please contact our Privacy Officer, Gerry Guthrie, Vice President Finance.

I have read and understood this statement of Kitchener-Wilmot Hydro Inc. regarding the collection, use and disclosure of my personal information, and I hereby consent to have Kitchener-Wilmot Hydro Inc. collect and use my personal information for the purposes stated above.

Print Name

Signature

Date