



PowerStream Energy Services Inc. (PESI)
Condominium Unit Owner Terms and Conditions

I certify that I am the owner of the unit identified above (the "Resident") and I hereby authorize PowerStream Energy Services Inc. ("PESI") to register me as the named consumer and bill me on behalf of _____ Condominium Corporation ("Owner") for the consumption of Utilities at the above noted unit. I confirm that the information I have provided above is true and complete. If I am the owner of a rental condominium unit, and I wish to have PESI bill my tenant for electricity directly, I acknowledge that I will contact PESI to request a Rental Confirmation Form and I will return a signed copy to PESI.

No Liability: The Resident acknowledges that PESI is providing unit sub-metering services to the Owner and this Confirmation Form does not constitute a contract between PESI and the Resident. The Resident further acknowledges that neither PESI nor any of its affiliated, related, subsidiary, or parent companies, nor any of their respective directors, officers, employees, agents, shareholders, representatives, successors, or assigns, are assuming any liability to the Resident under any circumstances for any damages or loss whatsoever, including but not limited to 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, however caused.

Ownership of Equipment: The Resident acknowledges that all equipment relating to unit sub-metering located in the Unit remains the property of PESI.

Privacy: The Resident hereby consents to the disclosure by his/her landlord, building manager, condominium developer or condominium corporation, as applicable, to PESI of his/her personal information and the collection, handling and use by PESI of his/her personal information, for purposes of i) administering the sub-metering services being provided to the Owner, including the provision to the Owner or its building manager of information regarding metered usage of the Utilities by the Resident and including billing, and collecting fees and charges associated with consumption by the Resident of the Utilities; ii) offering the Resident other services PESI considers might be of interest to the Resident; iii) financing or sale of its business in whole or in part; and iv) other necessary purposes, all in accordance with this Confirmation Form and PESI's agreement with the Owner. The Resident further consents to the disclosure by PESI of his/her personal information to i) the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable; ii) PESI's third party billing and settlement companies, employees, agents, subcontractors and representatives; iii) PESI's current and potential lenders, financial and legal representatives, investors, assignees and purchasers of contracts or payments (a "Purchaser"); or iv) such other persons who need to access such personal information in connection with the use thereof by PESI, all for the aforementioned purposes. For the purposes of the foregoing, the Resident's personal information consists of financial and utility usage and demand information, identifying information such as name, address, email address and telephone numbers, and other information reasonably connected with the Resident's financial status, usage or potential usage of Utilities, or PESI's agreement with the Owner. The Resident agrees that PESI and its Purchasers may perform financial and credit investigations of the Resident for purposes of approval, maintenance, valuation and enforcement of PESI's agreement with the Owner. The foregoing personal information is collected, used, disclosed and safeguarded by PESI in accordance with PESI's privacy policy, which is available at www.powerstreamenergy.com.