<div align="center">**RELEASE, WAIVER & CONSENT**</div>

This release, waiver & consent (the "**Release**") made as of the ● day of ● in the year 202● by:

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[●][Note to Finalization: Insert the legal name of the Applicant.]
(hereinafter called the "**Applicant**")

[and

●

(hereinafter called a "**Facility Owner**")][Note to Finalization: If the Applicant is a Third Party Applicant (as defined in the Section 3.1(a)(i)(B) of the Program Requirements), insert the legal name of the Person with ownership of, or operational authority over, the Facility. If there are multiple such Persons for a Facility, or multiple Facilities under a Project, include each Person as a separate Facility Owner. If the Applicant is not a Third Party Applicant, delete the content in the square brackets and all other references in square brackets to Facility Owner throughout this Release.]

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RECITALS

A. The IESO is offering and administering the Industrial Energy Efficiency Program ("**IEEP**") under the 2021-2024 Conservation and Demand Management Framework to incentivize the implementation of related industrial energy efficiency projects with an emphasis on process improvements and system optimisation.

B. The Applicant wishes to participate in the IEEP offered by the IESO in order to access funding for the achievement of Electricity Savings from the implementation of a Project.

C. The Applicant submitted a Stage 1 Application seeking to participate in the IEEP, on the basis of which the IESO recommended that the Applicant submit a Stage 2 Application.

D. The Applicant intends to submit a Stage 2 Application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Applicant **[and each Facility Owner]** hereby covenant and agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

    (a) Capitalized terms used in this Release and not defined herein shall have the meaning given to such terms in the Program Requirements for the IEEP.

2. **ACKNOWLEDGEMENT OF APPLICANT AUTHORITY AND RIGHTS**

    [Note to Finalization: Delete the entirety of this section 2 if the Applicant is not a Third Party Applicant.]

    (a) **[Each Facility Owner acknowledges and agrees that:**

(i) **the Applicant possesses the requisite legal authority (contractual or otherwise) to design, engineer, install, operate and maintain the Project at the Facility Owner's respective Facility and to participate in the IEEP on the Facility Owner's behalf; and**

(ii) **the Facility Owner shall have no right, title or interest to participate in the IEEP (including to be paid an Actual Participant Incentive or enter into a Participant Agreement) on its own account in connection with its respective Facility.]**

3. **RELEASE, WAIVER AND CONSENT**

(a) The Applicant **[and each Facility Owner]** hereby:

(i) releases and forever discharges the IESO and the IESO's representatives, affiliates, third party service providers and agents (the "**Program Operators**") and all of their respective past, present and future officers, directors, employees, owners, shareholders, representatives, third party service providers, agents, successors and assigns (collectively, the "**Representatives**") (the Program Operators and the Representatives hereinafter collectively referred to as "**Releasees**") from any and all actions, causes of action, suits, complaints, disputes, debts, liabilities, obligations, damages, legal fees, costs, disbursements, expenses, claims and demands of every kind whatsoever and howsoever arising, at law or in equity, or under any statute, including claims for property damage, business interruption and personal injury of the Applicant's **[and each Facility Owner's respective]** employees, officers, directors of licensees (collectively, "**Claims**") which it can, will or may have by reason of any matter, cause or thing arising as a result of, in relation to or in connection with the attendance on one or more occasion by one or more of the Representatives at any and all facilities owned or occupied by the Applicant **[or the Facility Owner, as the case may be]** in connection with, arising out of or relating to the IEEP, other than in the case of the gross negligence or wilful misconduct of such Representatives during such attendances; and

(ii) agrees that it shall not make any claim or take any proceeding against any other person or entity with respect to any matter released and discharged in section 3(a)(i) above which may result in any claim arising against any of the Releasees for contribution or indemnity or other relief.

(b) **[Each Facility Owner releases and forever discharges the Releasees from any and all Claims which it can, will or may have by reason of any matter, cause or thing arising as a result of, in relation to or in connection with the Applicant's participation in the IEEP on its behalf.][Note to Finalization: Delete the entirety of this section 3(b) if the Applicant is not a Third Party Applicant.]**

(c)   Without limiting the foregoing, the Applicant **[and each Facility Owner]** hereby acknowledges, agrees and consents that by the Applicant's submission of a Stage 2 Application, whether or not the Stage 2 Application is ultimately accepted:

(i)   the Applicant **[and each Facility Owner]** hereby consents to the collection, use, disclosure and other handling of any information provided to the Program Operators including all reports, data, personal information, records showing historical energy use and consumption, and other information of the undersigned or its subcontractors or representatives (collectively, the "**Information"**) by the Program Operators for purposes relating to the operation, administration or assessment of the IEEP, any initiative thereof or the Stage 2 Application, and in connection with any reporting activities relating to the IEEP, which shall include: (A) sharing of Information among the Program Operators; (B) use by the Program Operators of the Information provided by the Applicant to process any of the Applicant's Applications and to conduct, analyze and report on the results of surveys and modify the Program based on such surveys; and (C) for purposes of reporting, surveys, studies and audits, future conservation programs and the provision to the Program Operators past and current usage for such purposes. The Applicant **[and each Facility Owner]** understands that in connection with such reporting, surveys, studies and audits, the Program Operators may contact the Applicant **[and each Facility Owner]** directly, including by email or other electronic communications. Pursuant to Canada's anti-spam legislation (hereinafter "**CASL**"), the IESO has requested your Express Consent (as that term is meant in CASL and its associated Regulations) to contact you at the electronic address identified in the Project Application Form. If you wish for the IESO to communicate with you by email in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry. You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON M5H 1T1; ieso.ca; saveonenergy.ca; or 905403-6900;

(ii)   the IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Applicant **[and each Facility Owner]** may access the IESO's privacy policy at http://www.ieso.ca/privacy;

(iii)   the Applicant **[and each Facility Owner]** hereby consents to the disclosure by the IESO to the Program Operators of information regarding the Applicant's **[and each Facility Owner's]** past participation in other IESO funded conservation and demand management programs for the purpose of processing the Project Application; and

(iv)   this Release and all Information, in the possession or control of the IESO is subject to applicable laws that include the access provisions of the *Freedom of Information*

> *and Protection of Privacy Act* (Ontario) and as a result, third parties may obtain access to the Information.

(d)   This section 3 shall continue in full force and effect whether or not the Applicant's Stage 2 Application is ultimately accepted by the IESO.

4.   **MISCELLANEOUS.**

(a)   This Release shall continue in full force and effect for the benefit of the Releasees and shall apply to each Stage 2 Application submitted by the Applicant and to the extent of any conflict between this Release and the terms of any agreement (including any Participant Agreement) or other document entered into by the Applicant and one or more of the Program Operators pursuant to or in connection with the IEEP or any part thereof, the terms of this Release shall prevail.

(b)   This Release shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(c)   If, in any jurisdiction, any provision of this Release or its application to any party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without: (a) invalidating the remaining provisions of this Release; (b) affecting the validity or enforceability of such provision in any other jurisdiction; or (c) affecting its application to other parties or circumstances.

(d)   This Release shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns.

(e)   The phrase "includes" ", include" or "including" means "includes, without limitation" or "including" or "include, without limitation,".

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have duly executed this Release as of the day and year first written above.

[●][NOTE TO FINALIZATION: INSERT THE LEGAL NAME OF THE APPLICANT.]

By: _____

     Name:

     Title:

     We have authority to bind the Corporation

[●][NOTE TO FINALIZATION: INSERT THE LEGAL NAME OF EACH FACILITY OWNER IF THE APPLICANT IS A THIRD PARTY APPLICANT.]

By: _____

     Name:

     Title:

     I have authority to bind the Corporation