

Cleantech Services Network Agreement and Release Form



Instructions

Please fill out the following details and email a signed version to cleantech@torontohydro.com.

Full legal business name: _____ (“Member”)

Member Doing Business As (DBA) name (if different than legal Business Name): _____

Member point of contact full name: _____

Member point of contact email address: _____

This Cleantech Services Network Agreement and Release Form, together with the Applicant Agreement and the Cleantech Services Network Comprehensive Membership Guide appended hereto, shall form the complete agreement (the “Agreement”) between Toronto Hydro-Electric System Limited (“Toronto Hydro”) and the Cleantech Services Network Member (the “Member”, “you” and “your”) (together, the “Parties” and each a “Party”) with respect to the Cleantech Services Network and Directory.

By submitting this Agreement, you, the Member, hereby represent, warrant, acknowledge and agree that:

- a. You have read and understood this Agreement and have taken such professional advice as you consider necessary to understand your rights and obligations herein;
- b. you have the necessary power, authority and capacity to enter into this Agreement and to perform your obligations hereunder, and that this Agreement constitutes a legal, valid and binding obligation of the Member, enforceable against you in accordance with its terms;
- c. after conducting all necessary due diligence, you are not aware of any actions, suits or other legal proceedings which may affect your ability to perform your obligations under this Agreement;
- d. you certify that the contents of this Agreement and any other documents or information provided by you to Toronto Hydro in connection with this Agreement and the Cleantech Services Network are complete, true and correct;
- e. as a Member, you are an independent contractor and not the legal representative, agent, partner or joint venturer of Toronto Hydro for any purpose, and you have no right to, and will not, incur any liability on behalf of Toronto Hydro or bind or otherwise commit Toronto Hydro in any matter whatsoever;
- f. you are solely liable and responsible for your business and all work performed by you, including for your customers, or for any goods furnished or services performed by you;
- g. you hereby indemnify and save harmless Toronto Hydro and its directors, officers and employees (individually and collectively the “Indemnified Party”) for all costs, expenses, causes of action, claims, suits and judgments incurred by Indemnified Party as a result of, caused by, incidental to or arising from the operation of your business, any work performed by you, your employees, agents and subcontractors, or any non-compliance with any term or condition of this Applicant Agreement. You hereby waive any claim, action or proceeding against Toronto Hydro for damages, expenses or costs, including loss of profits, loss of opportunity or any consequential loss for any reason including, but not limited to, any actual or alleged unfairness on the part of Toronto Hydro; and
- h. any limitation of liability and indemnity in this Agreement shall survive termination of this Agreement.

Signature of the Applicant:

I have authority to bind the Member.

Cleantech Services Network Comprehensive Membership Guide



This Comprehensive Membership Guide sets out the basic principles as to how Members and their representatives must conduct business activities in order to maintain their Member status. Failure to comply with the Agreement may, at Toronto Hydro's sole discretion, result in the suspension or removal of a Member from the Cleantech Services Network and Directory.

Cleantech Services Network overview

Toronto Hydro's Cleantech Services Network is composed of qualified contractors, consultants, professionals and financial institutions that specialize in implementing low-carbon solutions such as:

- Electrifying heat, hot water and transportation
- Solar and energy storage systems
- Energy-efficient equipment upgrades
- Electric vehicle supply equipment ("EVSE") installations
- Project funding and financing
- Planning and reporting

If you're accepted as a Cleantech Services Network Member ("Member"), you'll be provided with:

- A listing on Toronto Hydro's searchable online Cleantech Services Directory ("Directory")
- Access to industry-specific educational opportunities and networking events
- Notice about offers and rebates that could benefit your customers

Member commitments

Members are responsible business enterprises that commit to enabling the shift to a low-carbon economy through electrification. All Members shall:

1. Help customers decarbonize their buildings and transportation through electrification services and energy-efficient equipment installations.
2. Recommend, stock and sell low-carbon technologies that enable the electrification of building and transportation systems, as is relevant to their business.
3. Inform customers of available grants, loans and incentive programs related to their project.
4. Take a customer-centric approach, conducting all aspects of business ethically in an honest, fair and respectful manner. Act diligently and in good faith in the performance of all obligations as part of the Cleantech Services Network.
5. Employ only qualified and competent staff to perform work based on training, experience and relevant certifications.
6. Fully disclose to customers the need for any upgrade or incidental work to facilitate or enable original project scope(s).
7. Promote, in good faith, positive participation in the Cleantech Services Network among Toronto Hydro customers and the general public.
8. Ensure appropriate and respectful communications with all involved parties. Offensive or abusive communication will not be tolerated and may result in the removal of the Member from the Cleantech Services Network and Directory.
9. Provide feedback to Toronto Hydro on issues pertaining to the Cleantech Services Network, its program administration or any other experiences with the Cleantech Services Network the Member deems relevant. Surveys will be sent out periodically to gather feedback from Members. Members can also email feedback to cleantech@torontohydro.com at any time.
10. Comply with this Agreement, including the "Customer Service Standards", "Marketing Guidelines" and "Terms and Conditions" set out below.

Member requirements

To maintain membership of the Cleantech Service Network and remain listed on the Directory, all Members must:

1. Be accredited by the **Better Business Bureau (BBB)**, hold a Certificate of Authorization from Professional Engineers Ontario or hold a Certificate of Practice from the Ontario Association of Architects (accreditation and/or authorization requirements will be reviewed by Toronto Hydro on a case-by-case basis).
2. Comply with all requirements in the Applicant Agreement and this Agreement.
3. Provide complete and up-to-date business information for the purpose of populating the Member's Directory listing. This includes a valid business name, business address, email address, phone number and website link. Members must notify Toronto Hydro of any changes to these business details by email at cleantech@torontohydro.com.
4. Comply with Toronto Hydro's **Conditions of Service** (including all reference documents) and its connection processes, policies, standards and guidelines, as applicable. Note: For added support, we have **Connection Guides** and a **Clearance Guide** available to help customers and contractors throughout the connection process.
5. Hold the Heat Pump Champion designation from the **Heating, Refrigeration and Air Conditioning Institute of Canada (HRAI)** (applicable only to Members offering heating, ventilation and air conditioning [HVAC] systems services).
6. Complete at least one training session (amounting to at least two hours) per calendar year related to climate action, decarbonization or energy efficiency. A Cleantech Services Network Training and Professional Development Log must be submitted by email to cleantech@torontohydro.com. Submissions for training and professional development opportunities undertaken during the year at-hand are required by the following January 31.
7. Report to Toronto Hydro the total number and types of services provided by the Member that arise out of the Directory by completing and submitting a Cleantech Services Network Completed Projects Log to Toronto Hydro twice per year. Projects completed between January 1 and June 30 must be reported to Toronto Hydro by July 31 of the current year. Projects completed between July 1 and December 31 must be reported to Toronto Hydro by the following January 31.

Customer Service Standards

All Members must comply with the following Customer Service Standards:

1. Respond within two (2) business days to customer inquiries received by phone and email.
2. If unable to resolve the inquiry within two (2) business days, the Member must provide the customer with an estimate of the time needed to fully respond given the complexity of the inquiry.
3. Respect scheduled appointments with customers. When unable to attend scheduled appointments, the Member shall give reasonable notice to the customer.
4. Confirm appointments with customers a minimum of two (2) business days prior to the scheduled appointment.
5. Develop quotes and/or proposals for services that encompass all costs associated with the work to be completed.
6. Provide customers with required documentation and information about the goods or services being procured upfront. This includes service maintenance requirements, startup commissioning details and providing adequate information regarding any relevant operational risks.
7. Provide operational training to the customer that's sufficient to assure safe and reliable operation that yields anticipated benefits.
8. The execution of project work and terms of any Member financing terms must not invalidate grant and/or incentive program rules when available.

Marketing Guidelines

To uphold the integrity of Toronto Hydro's brand, we've established the following Marketing Guidelines for Members who choose to promote their participation in Toronto Hydro's Cleantech Services Network. Please refer to these Marketing Guidelines when developing communications and promotional materials of any kind (e.g., website content, advertisements, brochures, etc.). Failure to comply with these Marketing Guidelines may result in the suspension or removal of the Member from the Cleantech Services Network and Directory and/or legal action.

Marketing Guidelines (continued)

What CAN Members say in their communications and promotional materials?

General statements that acknowledge the business is a Member. The following are examples of acceptable wording:

"We are a proud member of Toronto Hydro's Cleantech Services Network."

"Ask us about our membership with Toronto Hydro's Cleantech Services Network."

What CAN'T Members say in their communications and promotional materials?

Any statements that falsely allude to an official partnership or affiliation with Toronto Hydro, or falsely advertises Toronto Hydro's Cleantech Services Network, is strictly prohibited. The following are examples of unacceptable wording:

"Official partner of Toronto Hydro."

"We're a Toronto Hydro-endorsed company."

"Get an electric heat pump through Toronto Hydro."

"We are a Toronto Hydro contractor."

Can Members use the Toronto Hydro logo in communications and promotional materials?

No. The Toronto Hydro logo may not be used by Members or any third-party company, including contractors, service providers, professionals, etc.

Are there any other restrictions I should be aware of?

The following activities can also result in suspension, termination and/or legal action:

- Stating that you're from Toronto Hydro or are an agent or representative of Toronto Hydro
- In any way implying an employer-employee relationship with Toronto Hydro

Issue escalation framework

Toronto Hydro reserves the right to refer complaints to a designated third-party organization such as BBB, and Toronto Hydro may, in its sole discretion, remove a Member from the Cleantech Services Network and Directory for any reason.

Customer service complaints received by Toronto Hydro may be directed to a designated third-party organization, such as the BBB, to be handled through their dispute resolution processes. Complaint information may be shared between Toronto Hydro and its designate(s) as required.

Issue identification

Common types of issues that may arise include, but are not limited, to:

- Complaints received from participating customers relating to service quality, such as:
 - Failure to provide timely communication to participating customers or Toronto Hydro
 - Communicating incomplete pricing, scope, contingency/allowances and risks to participating customers
- Non-compliance with this Agreement, including misrepresenting the Member relationship with Toronto Hydro to participating customers
- Technical or quality issues related to equipment, installation, commissioning as well as post-installation support and warranties of technology
- Not conforming with best practices in accordance with industry standards as defined by relevant industry associations (BBB, HRAI, Technical Standards and Safety Authority (TSSA), Electrical Safety Authority (ESA), etc.)
- Failure to comply with applicable laws, regulations and licensing
- Failure to maintain industry accreditations and association memberships

Issue escalation

When an issue of non-compliance becomes known, Toronto Hydro will first gather relevant information and seek clarification from affected parties (if necessary). Toronto Hydro may, at its discretion, use the following issue escalation and resolution process.

Issue escalation and resolution process

Step 1: Notice and coaching

Written notice will be provided to the Member, including the issue identified and corrective action needed by the Member. Corrective actions should be taken and documented by the Member within ten (10) business days. Toronto Hydro or its designate may request documentation to verify that issues have been resolved. Persistent issues that continue to arise or are not resolved in the agreed upon time may be escalated to Step 2.

Step 2: Suspension*

For issues that Toronto Hydro believes cannot be resolved in Step 1: Notice and coaching, Toronto Hydro may issue a written notice to the Member stating that corrective action must be taken within five (5) business days and that failure to take action means the Member will be suspended from the Directory. If corrective action is not taken within five (5) business days, the Member will be suspended from the Directory, and have thirty (30) business days to take corrective action. If the issue is not resolved within thirty (30) business days, Toronto Hydro may escalate to Step 3: Removal.

Step 3: Removal*

Any Member that has been suspended and failed to take corrective action may be removed as a Member.

***Suspension and/or removal:** Toronto Hydro reserves the right to adjust timelines required for corrective action and reserves the right, in its sole discretion, to suspend or remove a Member from the Directory at any time without liability, and apply this right to other Members with common ownership. The Member acknowledges and understands that they shall have no recourse against Toronto Hydro for such suspension or removal. When a Member is removed, any marketing materials or reference to Toronto Hydro must be immediately removed from their website(s).

Cleantech Services Network terms and conditions

1. Definitions

The following terms shall have the below-prescribed meanings for the purposes of this Agreement:

- a. **Affiliate** shall have the meaning as prescribed in the Business Corporations Act (Ontario).
- b. **Agreement** is as defined in the Cleantech Services Network Agreement and Release Form.
- c. **Applicable Law** means all federal, provincial and municipal statutes, regulations, codes, by-laws, orders in council, directives, rules, guidelines and ordinances applicable to this Agreement, including without limitation all applicable OEB codes, rules or guidelines.
- d. **Applicant** means an entity that has submitted a complete Cleantech Services Network Application Form to cleantech@torontohydro.com and has provided all documentation (including the signed Applicant Agreement) and information required therein.
- e. **Application** means the Cleantech Services Network Application Form and Applicant Agreement.
- f. **Business Day** means any day except Saturday, Sunday, or statutory holidays in the Province of Ontario.
- g. **Confidential Information** means all proprietary, personal and confidential information about the business, operations or customers of one party or any of their Affiliates or customers, which each party acquires in any form from the other party in relation to this Agreement.
- h. **Customer** means an individual, organization or other entity that is communicating with the Member for the procurement of Goods or Services.
- i. **Directory** means Cleantech Services Directory.
- j. **Goods** means low-carbon goods offerings, such as those listed in the Cleantech Services Network Overview to Customers, in connection with the Cleantech Services Network.
- k. **Governmental Authority** means any government, legislature, municipality, regulatory authority, agency, commission, department, board or court or other law, regulation or rule-making public entity of similar authority, including, without limitation the OEB.
- l. **Member** means a successful Applicant to the Cleantech Services Network.
- m. **OEB** means the Ontario Energy Board.
- n. **Representative**, in respect of a party, means such party's directors, officers, employees, agents and contractors, the party's Affiliates and all such Affiliates' respective directors, officers, employees, agents and contractors or other personnel involved in the development and/or provision of Services and/or deliverables.

Cleantech Services Network terms and conditions (continued)

- o. Services** means low-carbon service solution offerings, such as those listed in the Cleantech Services Network Overview to Customers, in connection with the Cleantech Services Network.
- p. Subcontractors** means any service provider other than Toronto Hydro who has contracted with the Member to deliver Goods and/or Services.
- q. Term** has the meaning prescribed in section 4d of this Agreement.

2. Information and consideration

The Parties shall comply with their respective obligations throughout the Term, as more particularly set out in this Agreement. Without limiting the generality of the foregoing, the Member shall further provide to Toronto Hydro all necessary information relating to the Goods and Services required by Toronto Hydro for its reporting requirements, as may be more particularly set out in this Agreement. The Parties acknowledge and agree that the obligations and information exchanged hereunder constitute good and valuable consideration, the receipt and sufficiency of which is further hereby acknowledged by both Parties by their consent to enter into this Agreement.

3. Eligibility (initial and ongoing)

To become and remain a Member, you must, at all times, meet the conditions and criteria set out in this Agreement and provide Toronto Hydro acceptable proof thereof:

- a. upon submitting your Application for enrolment; and
- b. otherwise upon Toronto Hydro's request;

all to the satisfaction of Toronto Hydro. You must promptly notify Toronto Hydro of any changes to any proof of eligibility submitted by you.

4. Term

- a. This Agreement shall commence on the date Toronto Hydro receives the signed Cleantech Services Network Agreement and Release Form (the "Start Date").
- b. This Agreement shall continue from the Start Date until December 31 of the same calendar year, unless terminated earlier pursuant to this Agreement (the "Initial Term").
- c. This Agreement shall automatically renew for an additional one-year term on January 1 of each new calendar year, unless terminated earlier in accordance with this Agreement (the "Renewal Term").
- d. The Initial Term and any Renewal Term shall hereinafter be referred to as the Term.

5. Termination

Either party shall have the right, in its sole discretion and for its convenience, to terminate this Agreement by giving ten (10) days' written notice of termination to the other party. All termination notices shall be in writing and shall be deemed to be received three (3) days following transmission; or on the first Business Day after transmission, if sent by email after 4 p.m. and/or on a day other than a Business Day. Toronto Hydro shall not be liable for any costs or any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or extra-contractual liability and otherwise, arising from the termination.

6. Relationship of the Parties

Nothing contained in this Agreement shall be construed to constitute either Party as the partner, employee or agent of, or joint venture with the other party, nor shall either party have any authority to bind the other in any respect, it being intended that each party shall remain an independent contractor of the other. Without limiting the generality of the foregoing, Toronto Hydro shall have no obligation to the Member with respect to any of the Services offered by the Member to the Members' Customers. The Member must accurately represent to Customers the relationship of the Member to Toronto Hydro. The Member must explicitly disclose to each Customer that it is a contractor independent of Toronto Hydro and is in no way an employee agent of, or joint venturer with Toronto Hydro.

7. Representations and warranties

In entering into this Agreement, the Parties hereby represent and warrant that the Goods and Services and satisfaction of all responsibilities shall comply with all Applicable Laws and shall be performed in a professional, diligent and competent manner in accordance with industry standards generally observed by reputable and competent members of the same industry providing similar services.

Cleantech Services Network terms and conditions (continued)

8. No publicity

Toronto Hydro and Member acknowledge and agree that neither party (or its affiliates) shall use the name, corporate logos or trademarks in advertising or publicity, nor the fact that any Agreement between the Member and Toronto Hydro has been entered into, nor make any public announcement regarding this Agreement, without the other parties' express prior written consent, except as provided for in the Marketing Guidelines.

9. Limitation of liability

Toronto Hydro, nor its Representatives, shall have any liability in respect of any claims of any nature, including claims for injury or damages, made by any person arising directly or indirectly out of this Agreement, and the Member hereby waives any claims to which it may become or believes itself entitled to for loss or damage and releases Toronto Hydro and its Representatives from any and all such claims. Toronto Hydro will not be responsible for any damages whatsoever, including, without limitation, lost profit, direct, indirect, special, incidental, consequential or punitive damages, arising out of or in connection with the Member's interaction with any Customers or other third parties, or for any information received from Toronto Hydro customers, whether such damages or injuries are based on contract, tort (including, without limitation, negligence and gross negligence), strict liability or otherwise, even if Toronto Hydro has been advised of the possibility of such damages.

10. Indemnification

The Member agrees to indemnify and hold harmless Toronto Hydro and its Representatives from all claims, demands, actions, penalties, damages, losses, judgments and settlements, liabilities, costs, expenses, including legal fees and other related costs and expenses arising out of, related to, or incident to, the Member or any of its Representatives' performance of Services or provision of Goods or its obligations under this Agreement, including, without limitation:

- a. any material breach, violation or non-performance by the Member or any of its Representatives of any terms, conditions, warranties, obligations or covenants contained in this Agreement;
- b. any breach or violation by the Member or any of its Representatives of any Applicable Laws; and
- c. any actions, omissions, negligence or wilful misconduct of the Member or any of its Representatives in its conduct with any third parties.

11. Notice

All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed (in the absence of evidence of prior receipt) to have been validly and effectively given on the same day if personally served or the next Business Day if sent by electronic message. Notices shall be addressed as follows:

To Toronto Hydro:

By email: cleantech@torontohydro.com

OR

By mail: Director, Climate Action Program
14 Carlton Street, Toronto, ON M5B 1K5

To the Member:

The Member contact listed in the Cleantech Services Network Agreement and Release Form.

12. Insurance

The Member shall maintain minimum insurance amounts for their business type (as outlined in the following table) and will provide Toronto Hydro with the certificate(s) of insurance confirming that coverage.

Cleantech Services Network terms and conditions (continued)

Insurance type	Businesses serving residential customers only	Businesses serving commercial or large customers (including industrial customers)	Professional services firms and consultants
Commercial General Liability (CGL) coverage amount	\$2 million CAD	\$5 million CAD	\$5 million CAD
Auto coverage amount	\$2 million CAD	\$2 million CAD	\$2 million CAD
Errors and Omissions (E&O) and any legally required insurance coverage amount	N/A	N/A	Varies depending on the nature of your business*

*Businesses must maintain E&O and any legally required insurance in an amount consistent with industry best practices or as specified by Toronto Hydro in its sole discretion.

13. Workplace Safety and Insurance Board (WSIB)

The Member shall be registered and up-to-date with WSIB Ontario (or exempt under provincial law).

14. Permits and Applicable Law

The Member shall, at its sole expense, obtain and maintain during the Term of this Agreement, all permits, licences and approvals required by all Applicable Laws, ordinances, regulations and codes, and maintain all appropriate permits, licenses, registrations, certifications and approvals required to perform its obligations under this Agreement. The terms and conditions of this Agreement shall be carried out in strict compliance with all Applicable Laws and, in the event of any conflict between any Applicable Laws, the Applicable Laws with the most stringent standard shall apply.

15. Health and safety

The Member shall be responsible for:

- managing the health and safety of its own personnel and other Representatives; and
- ensuring compliance with all Applicable Laws related to health and safety, including without limitation the Occupational Health and Safety Act (OHSA).

16. Personal information

The Member shall comply with the Personal Information Protection and Electronic Documents Act (Canada), Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and any other applicable privacy legislation with respect to any personal information collected, used or disclosed in connection with the Network, and shall indemnify and hold harmless Toronto Hydro and its Representatives from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgments (including related expenses and legal costs) they may incur related to or arising out of any non-compliance therewith by the Member or its Representatives.

17. Confidential Information

Each party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other party or any of their Affiliates, which it acquires in any form from the other party (the "Disclosing Party") by virtue of the Network ("Confidential Information") and will not disclose to any third party or make use of such Confidential Information for itself or any third party without the prior written consent of the Disclosing Party.

18. Express consent

By signing this Agreement, "express consent" as that term is defined in Canada's Anti-Spam Legislation (CASL) and any associated regulations, is hereby provided to Toronto Hydro to contact the Member at the email address(es) identified in the Application for the purpose of sending commercial electronic messages regarding Toronto Hydro's climate action-related initiatives, including surveys, events, contests and similar activities or programs.

Cleantech Services Network terms and conditions (continued)

19. Third-party auditors

The Member acknowledges that Toronto Hydro can share program-related information with partners and third-party auditors (such as BBB and HRAI) to support program administration and delivery. Data will also be shared by the third party with Toronto Hydro to review complaint activity to support program management and continuous improvement.

20. Assignment

The Member may not assign its obligations or rights hereunder, in whole or in part, without the prior written consent of Toronto Hydro, which Toronto Hydro may refuse in its sole discretion.

21. Amendments

Toronto Hydro may amend this Agreement at any time. Toronto Hydro will publish the changes on its website and will issue a notice to the Member by email. If the Member does not agree with any such amendment, the Member may terminate this Agreement.

22. Non-waiver

No failure to exercise and no delay in exercising any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.

23. Independent contractors

Nothing contained in this Agreement shall be construed to constitute either party as the partner, employee or agent of, or joint venturer with the other party, nor shall either party have any authority to bind the other in any respect. The Member and its Representatives have no authority to commit, act for or on behalf of Toronto Hydro, or to bind Toronto Hydro to any obligation or liability. The Member is responsible for all deductions and remittances required by law in relation to its employees, including those required for Canada unemployment insurance, workers' compensation and income tax.

24. Toronto Hydro not responsible

Notwithstanding any other provision in this Agreement, Toronto Hydro shall not be responsible for and shall not have control or charge of any means, methods, techniques, sequences or procedures used for or in respect of the Member's work, or for the safety precautions or programs required for the Member's work or otherwise prescribed hereunder. Toronto Hydro shall not be responsible for or have control or charge over the acts or omissions of the Member, subcontractors (if any) or their agents, employees or other persons performing any of the Services.

25. Subcontracting

The Member may only subcontract Services to such subcontractors who are themselves Members. The Member shall be liable for any acts or omissions of such subcontractors, as if such acts or omissions were those of persons directly employed by the Member. Any subcontract shall not relieve the Member from any of its obligations or liabilities under this Agreement.

26. Non-exclusive contract

It is expressly understood that this Agreement is non-exclusive with respect to the Member and Toronto Hydro. Toronto Hydro may contract with others for the Cleantech Services Network described herein in its sole discretion.

27. General terms

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario.

Cleantech Services Network terms and conditions (continued)

28. Miscellaneous

- a. Preparation of this Agreement.** Notwithstanding the fact that this Agreement was drafted by Toronto Hydro and its legal and other professional advisors, the parties acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of this Agreement will not be construed or interpreted against Toronto Hydro or in favour of the Member when interpreting such term or provision, by virtue of such fact.
- b. Severability.** In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.
- c. Enurement.** This Agreement and everything contained herein shall enure to the benefit of, and be binding upon, the parties thereto and their respective successors and permitted assigns.