



bullfrogpowered® Residential Agreement Terms & Conditions

Updated effective September 1, 2022

The following terms are an integral part of the Residential Agreement entered into between Bullfrog Power Inc. ("Bullfrog") and the person or persons named on that Residential Agreement ("I", "my", "myself") effective on the date on which I agreed to be bound by these terms, whether through a physical Residential Agreement, an online order form, or a written or verbal authorization to amend the services that I purchase from Bullfrog (the "Agreement").

1. **Green Electricity.** If I have agreed to purchase green electricity from Bullfrog, I will complete one of the methods provided by Bullfrog to estimate my electricity consumption ("Electricity Usage") to the best of my knowledge. I understand that Electricity Usage for the purposes of the Agreement is only an estimate, and my actual electricity consumption will fluctuate over time. Bullfrog will cause wind, solar, and/or low-impact hydro power generators who are EcoLogo™ certified or meet a similar standard or program as Bullfrog may approve, to generate and inject into the electricity grid an amount of green electricity equal to my Electricity Usage ("Green Electricity").
2. **Green Natural Gas.** If I have agreed to purchase green natural gas from Bullfrog, I will complete one of the methods provided by Bullfrog to estimate my natural gas consumption ("Natural Gas Usage") to the best of my knowledge. I understand that Natural Gas Usage for the purposes of the Agreement is only an estimate, and my actual natural gas consumption will fluctuate over time. Bullfrog will cause green natural gas generators who meet the criteria set out in the Operating Criteria and Quantification Methodology prepared by ICF International or meet a similar standard or program as Bullfrog may approve, to produce, deliver and inject into the natural gas pipeline system an amount of green natural gas equal to my Natural Gas Usage ("Green Natural Gas").
3. **Green Fuel.** If I have agreed to purchase green fuel from Bullfrog, I will complete one of the methods provided by Bullfrog to estimate my fuel consumption ("Fuel Usage") to the best of my knowledge. I understand that Fuel Usage for the purposes of the Agreement is only an estimate, and my actual fuel consumption will fluctuate over time. Bullfrog will cause fuel producers who meet Compliance Unit Trading System, or meet a similar standard or program as Bullfrog may approve, to generate and inject into the fuel system an amount of green fuel equal to my Fuel Usage ("Green Fuel").
4. **Environmental Attributes.** On my behalf, Bullfrog will retire or cause to be retired all environmental and emission credits and attributes which Bullfrog receives, or over which Bullfrog has control which are associated with the Green Electricity ("Green Electricity Certificates" or "GECs") and/or Green Natural Gas ("Green Natural Gas Certificates" or "GNGCs") and/or Green Fuel ("Green Fuel Certificates" or "GFCs") that I have agreed to purchase. The GECs and/or GNGCs and/or GFCs will only be retired and will not be sold or transferred by Bullfrog to any party, so that they may not be used to permit or offset any pollution or emissions. Bullfrog warrants that these GECs represent the general environmental benefits resulting from the generation and injection of renewable low-impact electricity into the electricity grid including,

depending on the jurisdiction, the displacement of non-renewable fuels, the reduction of air emissions, the reduction of greenhouse gases, the reduction of solid and nuclear wastes and the reduction of impacts on aquatic, riparian, and terrestrial ecosystems. Bullfrog warrants that these GNGCs represent the general environmental benefits resulting from the production and injection of green natural gas into the natural gas pipeline including the displacement of non-renewable or fossil fuel-based natural gas, the reduction of emissions and the reduction of greenhouse gases. Bullfrog warrants that these GFCs represent the general environmental benefits resulting from the production and injection of green fuel into the fuel system including the displacement of petroleum-based fuel, the reduction of emissions and the reduction of greenhouse gases.

5. **Audit.** Bullfrog will make available calendar-year based statements verifying GEC, GNGC, and GFC retirement prepared by a nationally recognized auditing firm.
6. **Usage and Billing.** As stated above, I agree to select a method of determining the amount of electricity and/or natural gas that I choose to bullfrogpower my residence ("Electricity Usage" and/or "Natural Gas Usage" and/or "Green Fuel"). I may at any time change the selected method by contacting Bullfrog. If required for the method I select, I authorize Bullfrog to access and receive current and historical electricity consumption data or natural gas consumption data from my electricity or natural gas provider to determine my Electricity Usage and/or Natural Gas Usage and/or Fuel Usage. If my utility provider requires written consent (which I have not otherwise provided), or if access to my utility account information is otherwise unavailable, Bullfrog will default my Electricity and/or Natural Gas and/or Fuel Usage to the provincial averages as determined by Bullfrog. This authorization is valid beyond the term of this agreement until I receive my final invoice. I agree to pay Bullfrog by way of Pre-Authorized Credit Card or Debit within 30 days of the date of Bullfrog's invoice, which will be emailed to me.
7. **Price.** Bullfrog will charge me for GECs and/or GNGCs and/or GFCs based upon my respective Electricity Usage and/or Natural Gas usage and/or Fuel Usage. I understand that the price set out in the Residential Agreement is for the GECs and/or GNGCs and/or GFCs, and is in addition to the cost of conventional electricity, natural gas, or fuel provided by my electricity and/or natural gas and/or fuel provider.
8. **Term.** This agreement can be terminated at any time upon written notice without penalty by either me or Bullfrog. Upon termination of this agreement, I will stop using any marks or identifiers associated with Bullfrog, and I will discontinue the use of any marketing or environmental claims enabled by this agreement.
9. **Force Majeure.** Bullfrog shall not be held responsible or liable for any failure to perform or delay in the performance of its obligations described in paragraph 1 and 2 of this agreement due to a force majeure event such as an act of God, acts of terrorism, vandalism, severe storms, strikes, labour disputes, change of law or government policy, regulatory change or similar circumstances which are unavoidable or beyond Bullfrog's or my respective control. Force majeure includes any or all of Bullfrog's suppliers being unable or refusing to generate and inject green electricity or deliver GECs to Bullfrog, suppliers being unable or refusing to produce and inject green natural gas or deliver GNGCs to Bullfrog, suppliers being unable or refusing to produce and inject green fuel or deliver GFCs to Bullfrog, losing their certification, or the refusal of any government, board, agency, commission, or other authority to issue or extend necessary approvals. During a period of force majeure, I am relieved of payment obligations for goods and services that would otherwise have been provided by Bullfrog during that period, but not for goods and services already provided prior to, or actually provided during such period.

10. **My Rights as a Consumer.**

ONTARIO CUSTOMERS. In addition to my right to terminate early as described above, if I am a resident of the Province of Ontario, I also have rights under the *Consumer Protection Act, 2002* (Ontario) and the regulations thereunder (the "Act") to cancel the agreement at any time during the period that ends ten (10) days after the day I receive a written copy of the agreement. I do not need to give Bullfrog a reason for cancelling during this 10-day period. If Bullfrog does not make delivery within 30 days after the delivery date specified in this agreement or if Bullfrog does not begin performance of its obligations within 30 days after the commencement date specified in this agreement, I may cancel this agreement at any time before delivery or commencement of performance. I lose the right to cancel if, after the 30-day period has expired, I agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and Bullfrog does not deliver or commence performance within 30 days after the date this agreement is entered into, I may cancel this agreement at any time before delivery or commencement of performance. I lose the right to cancel if, after the 30day period has expired, I agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow me to cancel this agreement. I may also have other rights, duties, and remedies at law. For more information, I may contact the Ontario Ministry of Government and Consumer Services. To cancel this agreement, I must give notice of cancellation to Bullfrog, at the address set out in the agreement, by any means that allows me to prove the date on which I gave notice. If no address is set out in the agreement, I may use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by me. If I cancel this agreement, Bullfrog has fifteen (15) days to refund any payment I have made and return to me all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if I cancel this agreement after having solicited the goods or services from Bullfrog and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, Bullfrog is entitled to reasonable compensation for the goods and services that I received before the earlier of the 11th day after the date this agreement was entered into and the date on which I gave notice of cancellation to Bullfrog, except goods that can be repossessed by or returned to Bullfrog.

NON-ONTARIO CUSTOMERS. In addition to my right to terminate early as described above, I understand that I may have additional rights to terminate this agreement under applicable provincial consumer protection legislation and regulations. This agreement is deemed to be amended to the extent that it conflicts with such legislation and regulations, such that this agreement is subject to such legislation and regulations.

11. **Limitation of Liability.** Notwithstanding anything in this agreement or any other document, Bullfrog's aggregate liability to me shall not exceed the amount actually paid by me in the 12 months preceding the event to which such liability relates. Bullfrog shall not be liable for, and shall not assert any claim for, consequential, special, exemplary, punitive, indirect, or incidental losses, expenses, or damages.
12. **Privacy.** I understand that Bullfrog's privacy policy applies to this agreement and my relationship with Bullfrog. This policy is updated from time to time, and the current version can be found here: <https://bullfrogpower.com/privacy-policy/>
13. **General.** Bullfrog may at any time change these terms and conditions. Bullfrog may change the terms of my Residential Agreement at any time by providing written notice, and I have the right to terminate the Residential Agreement at any time described above. Bullfrog may assign this agreement. Except as

amended in writing by both parties, this agreement constitutes the entire agreement between the parties with respect to my residence, and supersedes all prior agreements, whether written or oral. This agreement is governed by the laws of the Province in which my residence is located.