

## INSTRUCTIONS: REPRESENTATIVE AND APPLICANT DECLARATION (NON-NATURAL PERSON)

Page i of i | January 2017 | IESOMRD/f-mFIT4-009r1

Capitalized terms not defined herein have the meanings provided to them in the microFIT Rules, Version 4.1.

### EXPLANATION TO THE APPLICANT AND PURPOSE

#### *Why am I making a Declaration?*

The purpose of this Representative and Applicant Declaration is to provide the IESO with evidence that an Application is being submitted by a “Representative” (a representative of the applicant who is authorized by the Applicant to complete and submit an Application and manage the application process on the Applicant's behalf). This information provides the IESO with important confirmation about who we are communicating with and also ensures the microFIT application process is followed. It requires your confirmation that Applicants have access to their “my microFIT Home Page”, reasonably understand their rights, obligations, risks and rewards, and have access to information directly from the IESO.

#### *How does the Applicant Declaration Help?*

The IESO requires that the Representative and Applicant Declaration be commissioned by a Notary Public or Commissioner for Taking Affidavits. This has the same legal effect as swearing a statement under oath; knowingly making a false declaration is a criminal offence. A Notary Public or Commissioner for Taking Affidavits is required to confirm the identity of the person making the declaration and to confirm that the declarant is making the declarations contained in this form and believes them to be true. They must witness the signing of the declarations.

### INSTRUCTIONS

1. This instruction page is not required to be submitted with the Application.
2. This Prescribed Form is to be used if an Application is being prepared or submitted by a representative, agent or other party acting on the Applicant's behalf (a “**Representative**”).
3. If the Representative is a natural person, the Representative Declaration must be declared by the Representative.
4. This Prescribed Form must be reviewed, printed and then taken to a **Notary Public or Commissioner for Taking Affidavits** for commissioning. The Representative Declaration and Applicant Declaration must each be signed and the contents declared before a Notary Public or Commissioner for Taking Affidavits. **Do not** sign this form until directed to do so by the Notary Public or Commissioner for Taking Affidavits.
5. A scanned PDF of the commissioned Representative and Applicant Declaration must be uploaded in Section 6 of the Application. Declarations which have not been commissioned will not be accepted.
6. If a Representative is acting on an Application where there is more than one Applicant listed on the Application, the Representative must submit a separate Representative and Applicant Declaration for **each** co-Applicant.
7. Prescribed Form is separated into 2 sections:
  - Section A** sets out the Representative Declaration.
  - Section B** sets out the Applicant Declaration.
8. With the exception of filling-in requested information, no amendment may be made to the wording of the Representative and Applicant Declarations
9. In the event a microFIT Contract is issued to the Applicant, the Applicant must be the one to execute the microFIT Contract; these Representative and Applicant Declarations **do not** authorize a Representative to enter into a microFIT Contract on behalf of successful Applicants, or to terminate, amend, or assign such microFIT Contract.

**IT IS A SERIOUS OFFENCE TO MAKE A FALSE STATEMENT ON THESE DECLARATIONS**

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**PRESCRIBED FORM: REPRESENTATIVE AND APPLICANT DECLARATION (NON-NATURAL PERSON)**

Section A: Representative Declaration

Page 1 of 4 | January 2017 | IESOMRD/f-mFIT4-009r1

<b>1</b>	<p><b>IN THE MATTER OF</b> an Application under the microFIT Rules, Version 4.1.</p>	<p>Capitalized terms not defined herein have the meanings ascribed to them in the microFIT Rules, Version 4.1.</p>
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<b>2</b>	<p>I, _____ of _____ ,  <small style="margin-left: 100px;">Name</small> <small style="margin-left: 300px;">City/Town, Province/Territory</small></p> <p>on behalf of _____ , (the "<b>Representative</b> ") DO SOLEMNLY DECLARE the following information,  <small style="margin-left: 100px;">(insert company name, where applicable)</small></p> <p>conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath:</p> <ol style="list-style-type: none"> <li>1. I am the _____ for the Representative and have personal knowledge as to the truth and accuracy of the  <small style="margin-left: 100px;">(insert job title)</small>              declarations made herein <i>(only applicable where the Representative is a non-natural person, such as a corporation, co-op, partnership, etc.)</i></li> <li>2. The Representative has received authorization from, _____ (the "<b>Applicant</b>") to submit an application              to the microFIT Program (the "<b>Application</b>") for a project to be located at _____  <small style="margin-left: 400px;">(insert address of proposed project)</small>              and to act on their behalf with respect to the Application.</li> <li>3. The Representative is the "Representative" set out in the microFIT Application.</li> <li>4. The Applicant has been provided the correct username, password and microFIT registration ID number to enable the Applicant to access the "My microFIT Home Page" associated with their Application.               The microFIT registration ID associated with the Application is: FIT- _____</li> <li>5. The Representative has reviewed, and understood Version 4.1 of the microFIT Rules and microFIT Contract.</li> <li>6. The Representative has provided complete and accurate contact information for the Representative and the Applicant in the Application.</li> <li>7. The Representative (including employees, agents, and subcontractors to the Representative) has provided accurate and detailed information regarding the proposed microFIT project to the Applicant so that the Applicant may reasonably understand their rights and obligations, and risks and rewards; has not omitted any material information, and has not provided any misleading information to the Applicant. Where the Representative is a member of, or employed by a member of CanSIA, the Representative has provided the Applicant with a copy of the CanSIA <i>Business Code of Conduct</i> and informed the Applicant that it may send any complaints regarding the Representative to <a href="mailto:consumerprotection@cansia.ca">consumerprotection@cansia.ca</a>.</li> </ol>
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**IT IS A SERIOUS OFFENCE TO MAKE A FALSE OR FRAUDULENT STATEMENT**

**PRESCRIBED FORM: REPRESENTATIVE AND APPLICANT DECLARATION (NON-NATURAL PERSON)**

**Section A: Representative Declaration**

Page 2 of 4 | January 2017 | IESOMRD/f-mFIT4-009r1

Name of Declarant	Signature of Declarant ( <i>Must be signed in presence of Notary or Commissioner</i> )
Name of Representative if a non-natural Person (e.g. corporation, co-op, partnership, etc.)	Address of Representative if a non-natural Person

<p><b>3</b> TO BE COMPLETED BY THE COMMISSIONER OR NOTARY PUBLIC</p> <p>Declared before me in (city/town) _____ in the Province of Ontario, on _____ day of _____, 20____. (date) (month) (year)</p> <p>Name: _____</p> <p>_____ <i>Signature</i></p>	<p>(COMMISSIONER'S OR NOTARY'S STAMP MUST BE PLACED HERE)</p>
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microFIT Registration ID :	FIT- _____
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**IT IS A SERIOUS OFFENCE TO MAKE A FALSE OR FRAUDULENT STATEMENT**

**PRESCRIBED FORM: REPRESENTATIVE AND APPLICANT DECLARATION (NON-NATURAL PERSON)**

**Section B: Applicant Declaration**

Page 3 of 4 | January 2017 | IESOMRD/f-mFIT4-009r1

<p><b>1</b></p> <p><b>IN THE MATTER OF</b> an Application under the microFIT Rules, Version 4.1.</p>	<p>Capitalized terms not defined herein have the meanings ascribed to them in the microFIT Rules, Version 4.1.</p>
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**2**

I, \_\_\_\_\_ of \_\_\_\_\_,  
Name City/Town, Province/Territory  
on behalf of \_\_\_\_\_, (the "**Applicant**"<sup>1</sup>) DO SOLEMNLY DECLARE the following information,  
conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath:

1. I am the \_\_\_\_\_ for the Applicant set out in the application (the "Application") to the microFIT Program  
(insert job title or position)  
for a project to be located at:

\_\_\_\_\_  
(insert address of proposed project)

2. I have personal knowledge as to the truth and accuracy of the declarations made herein.

3. The Applicant has authorized \_\_\_\_\_, (the "**Representative**") to submit the Application and to act on  
the Applicant's behalf with respect to the microFIT Program, subject to the limitations set out in the attached document "**Using a  
Representative in the microFIT Program: Information for Applicants and Confirmation**".

4. The Applicant has been provided with the username, password and microFIT Registration ID number to access the "My microFIT Home  
Page" associated with the Application from the Representative.

The microFIT Registration ID associated with the Application is: FIT- \_\_\_\_\_

5. The Applicant has received and reviewed a copy of the Website Terms of Use available on the "My microFIT Home Page" associated with  
the Application.

6. The Applicant has received, reviewed and understood Version 4.1 of the microFIT Rules and microFIT Contract.

<sup>1</sup> References to "Applicant" in this Applicant Declaration shall be interpreted to mean "co-Applicant" for Applications being made with multiple Applicants. In such cases, a separate Applicant Declaration must be submitted for each co-Applicant.

**PRESCRIBED FORM: REPRESENTATIVE AND APPLICANT DECLARATION (NON-NATURAL PERSON)**

Section B: Applicant Declaration

Page 4 of 4 | January 2017 | IESOMRD/f-mFIT4-009r1

7. I have reviewed the contents of the Applicant's Application and I declare that the information contained in or submitted as part of the Application, including, without limitation, the declarations in Section B of this Prescribed Form, are true, complete and accurate in all respects and that the Application satisfies all microFIT eligibility requirements including:
- a. The Applicant is an Eligible Participant pursuant to the microFIT Eligible Participant Schedule.
  - b. The Applicant does not have more than one active Application and/or microFIT Contract that lists me as the Applicant (either alone or jointly with another applicant) ***[This restriction only applies to Applicants applying as Farmers]***
  - c. If the Application relates to a Rooftop Facility, the solar (PV) Renewable Generating Facility is integrated into or forms part of the wall facing, roof, cover or other architectural element forming part of a permanent building that is in existence and completely constructed at the time of this Application, and provided that one of its main purposes is not to support a solar power installation or to provide shelter from the sun.

8. In the Application, the Applicant acknowledged the collection, use and disclosure/sharing of information as set out in Section 6.2 of the microFIT Rules, and consents to such collection, use and disclosure/sharing of information as described in Section 6.2 of the microFIT Rules.

9. The Applicant has received, reviewed, and understood the attached document titled ***"Using a Representative in the microFIT Program: Information for Applicants and Confirmation"***.

10. The Applicant has provided valid contact information on the Application, including email address, for the purpose of correspondence related to the microFIT Program. The Applicant has access to, and controls the email address provided below, which corresponds to the email address provided on the Application.

Email: \_\_\_\_\_

Name of Declarant	Signature of Declarant <i>(Must be signed in presence of Notary or Commissioner)</i>
Name of Applicant	Address of Applicant

<p><b>3</b> TO BE COMPLETED BY THE COMMISSIONER OR NOTARY PUBLIC</p> <p>Declared before me in (city/town) _____</p> <p>in the Province of Ontario, on _____ day of _____, 20 ____.</p> <p style="text-align: center;">(date) (month) (year)</p> <p>Name: _____</p> <p>_____</p> <p><i>Signature</i></p>	<p>(COMMISSIONER'S OR NOTARY'S STAMP MUST BE PLACED HERE)</p>
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microFIT Registration ID :	FIT- _____
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## USING A REPRESENTATIVE IN THE MICROFIT PROGRAM: *Information for Applicants and Confirmation*

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In order to facilitate participation in the microFIT Program, the Independent Electricity System Operator ("IESO") allows you to interface with the IESO through a representative acting on your behalf (a "**Representative**"). Before electing to use a Representative, you *must* review and sign this document to acknowledge that you have read and understood the following information.

### ***Rights and Responsibilities of the Applicant***

*The following is information for you, the Applicant, regarding your rights and responsibilities when using a Representative in preparing and/or submitting an Application to the microFIT Program.*

1. You are **not** required to use a Representative and may interface with the IESO directly throughout the microFIT program.
2. You may revoke your Representative's authorization to act as your representative to the IESO at any time by providing the IESO with written notice.
3. You are responsible for your participation in the microFIT program even if you elect to use a Representative, and even if the Representative acts without informing you. You are also responsible for any failure by your Representative to adhere to rules or requirements that result in a microFIT contract not being offered, or being suspended or terminated. The IESO has no liability to you for the actions of your Representative.
4. Your Representative must provide you with access to the "My microFIT Home Page" associated with your Application, and with the associated username and password. You are responsible for retaining and protecting your username and password.
5. The password associated with your "My microFIT Home Page" may be changed from time to time by anyone with access rights to your account, including your Representative. If your Representative changes your password, they are required to inform you, and to provide you with the updated password.
6. You are ultimately responsible for the administration of your "My microFIT Home Page", including regularly monitoring your account, maintaining accurate information, and for ensuring that notices delivered to your account by the IESO have been responded to where necessary.
7. If you do not meet the microFIT eligibility requirements and/or other timelines stated in the microFIT Rules, your Application to the microFIT program will be terminated. If you wish to continue to participate in the microFIT Program after your Application is terminated, you will be required to submit a new Application, subject to the microFIT Rules that are in effect at the time of the new Application.
8. Your Representative will receive all notices, communications, and documentation pertaining to your participation in the microFIT Program, including notices, communications, and documentation relating to your Application and any subsequent microFIT Contract issued following a successful Application.
9. If your Application is successful, and you are issued a microFIT Contract, you must elect to enter into that Contract yourself; the IESO does not permit your Representative to execute on your behalf.
10. In the event that you wish to terminate, amend, or assign your microFIT contract, you must do so on your own behalf; the IESO does not permit your Representative to terminate, amend, or assign your microFIT contract on your behalf.
11. In the event that your Representative improperly enters into, terminates, amends, or assigns your microFIT contract on your behalf, the IESO may treat your Representative's directions as having been intended by you, and shall not be liable to you, or accept any responsibility for doing so.
12. A copy of this document should be kept for your future reference. You can also find the microFIT rules, microFIT contract, and all related microFIT Program documents at the following url:

<http://microfit.powerauthority.on.ca/microfit-program-resources/version-4-documents>

13. If your Representative is a member, or employed by a member, of an industry association, you may wish to ask your Representative if the industry association has a code of conduct and whether the Representative complies with such code of conduct. If your Representative is a member of, or employed by a member of the Canadian Solar Industries Association (“CanSIA”), they are required to provide you with a copy of the CanSIA “Solar Business Code of Conduct”. CanSIA’s “Solar Business Code of Conduct” and “Complaint Resolution and Disciplinary Process” are available at [www.cansia.ca/consumer-protection.html](http://www.cansia.ca/consumer-protection.html) and any complaints regarding the Representative may be sent to [consumerprotection@cansia.ca](mailto:consumerprotection@cansia.ca).

**I have reviewed and understand the information set out in this document**

\_\_\_\_\_  
**Name of the "Applicant" (if not an individual)**

By: \_\_\_\_\_  
*Signature*

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

microFIT Registration ID :	FIT- _____
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## REPRESENTATIVE AGREEMENT

The Independent Electricity System Operator (the “**IESO**”) is offering the microFIT Program pursuant to Ministerial Direction issued pursuant to the *Electricity Act, 1998* (Ontario) in order to procure renewable generation capacity for the benefit of the Ontario integrated power system (as defined in the *Electricity Act, 1998* (Ontario)).

In order to facilitate participation in the microFIT Program, the IESO is willing to permit interested participants to apply to the microFIT Program and subsequently interface with the IESO through an authorized representative. As a condition of being a representative to an Applicant in the microFIT Program, any such representative must agree to and comply with the conditions stipulated within this Representative Agreement. Failure to comply with the conditions contained in this Representative Agreement may result in the IESO no longer permitting the representative to represent the Applicant, or in serious cases, any applicant in relation to the microFIT Program in their interactions with the IESO.

The signatory to this Representative Agreement wishes to act as a representative to the Applicant identified in section 2 below and to enter into this Representative Agreement.

### NOW THEREFORE:

1. Definitions:
  - a. Capitalized terms not defined herein have the meanings provided to them in the *microFIT Rules, Version 4.1*.
  - b. For the purposes of this Representative Agreement, references to “Applicant” shall be interpreted as applying equally to the Applicant in its subsequent capacity as a Supplier under an executed microFIT Contract, where relevant.
  - c. The terms “Applicant” and “Supplier” shall be interpreted consistently with the respective definitions set out in the *microFIT Rules Version 4.1* and the *microFIT Contract version 4.1*.
2. The signatory to this Agreement (the “Representative”) is the authorized representative of \_\_\_\_\_  
in connection with the Application associated with the microFIT Registration ID: \_\_\_\_\_  
*(insert name of Applicant)*  
  
FIT- \_\_\_\_\_
3. The Representative **agrees that it is not permitted to and shall not:** i) enter into; ii) terminate; iii) amend; or iv) assign a microFIT Contract on behalf of an Applicant; the Applicant **must** perform the aforementioned actions on its own behalf.
4. The Representative acknowledges and agrees that it may submit an Application on behalf of the Applicant only if the Application includes completed and commissioned *Representative and Applicant Declarations*. The Representative acknowledges that the Representative named in the *Representative Declaration* must be the Representative named in this Representative Agreement.
5. The Representative acknowledges and agrees that the Applicant may revoke the Representative's authorization to act on behalf of the Applicant at any time during the course of the Applicant's participation in the microFIT Program by providing written notice to the IESO. The Representative acknowledges and agrees that the IESO may, in its sole and absolute discretion, cease to permit the Representative to represent the Applicant, or any applicant, to the IESO for the purposes of the microFIT Program and the Representative acknowledges and agrees that nothing in this Representative Agreement, or otherwise, obligates or requires the IESO to permit the Representative to act as a representative for the Applicant.
6. The Representative will not prevent the IESO from having valid and correct contact information for the Applicant, which contact information the Applicant shall have direct access to and primary control of.
7. The Representative acknowledges and agrees that the Applicant, and not the Representative, will at all times have direct access to and primary control of the Applicant's “My microFIT Home Page”. In the event that the Representative is responsible for changing the password associated with the Applicant's My microFIT Home Page, the Representative shall immediately advise the Applicant of the password change and provide the Applicant with the new password. The Representative shall not change the password of the Applicant's My microFIT Home Page for the purpose of preventing access by the Applicant. The Representative acknowledges that the IESO may communicate directly with the Applicant, provide the Applicant password details of its My microFIT Home Page and otherwise deal directly with the Applicant to the exclusion of the Representative, in the IESO's sole and absolute discretion.
8. The Representative understands and acknowledges that it may, but is not entitled to, receive notices, communications, and documentation pertaining to the Applicant's participation in the microFIT Program, including notices, communications, and documentation relating to the Application and any resulting microFIT Contract. The Representative shall ensure that the Applicant has direct, primary access to review and approve all such notices, communications, and documentation.
9. The Representative will not cause the Applicant to be in breach of any applicable rules or requirements of the IESO, including those set out in the Application, the microFIT Rules and microFIT Contract.

10. The Representative shall at all times act in good faith, and in the Applicant's interest, and will not withhold relevant information about the microFIT Program or provide inaccurate or misleading information to the Applicant or the IESO.
11. **No IESO Obligations / Exclusion of IESO Liability:** The Representative acknowledges and agrees that no rights are created in favour of the Representative under this Representative Agreement. The IESO makes no representations or warranties and assumes no obligation or liability to the Representative by this Representative Agreement or otherwise, including by permitting the Representative to represent the Applicant, and the IESO explicitly reserves the right to revoke the Representative's status as representative of the Applicant, or of any applicant, as contemplated in this Representative Agreement, at any time and in the IESO's sole and absolute discretion. Under no circumstances whatsoever shall the IESO be liable to the Representative for any claims for compensation, expenses, costs, losses, or any direct or indirect damages, including any general, indirect, punitive or consequential damages (including loss of profit) incurred or suffered by the Representative whether arising under tort, including negligence, contract, otherwise in law or any other reason.
12. With the exception of personal information as contemplated in Article 13, the Representative acknowledges and agrees that nothing in this Representative Agreement constitutes confidential information of the Representative.
13. If the Representative is an individual, it hereby consents to the collection of its personal information contained in this Representative Agreement.
14. The terms of this Representative Agreement shall apply to the Representative in its capacity as representative to any successor or assignee of the Applicant.
15. This Representative Agreement will be governed by the laws in effect in the Province of Ontario and the applicable federal laws of Canada.
16. The terms of this Representative Agreement will enure to the benefit of the IESO and its successors and assigns, and will be binding upon the successors or assigns of the Representative. The terms, provisions, covenants and conditions contained in this Representative Agreement will continue in full force and effect following the Representative ceasing to act as a Representative for the Applicant.

**The Representative, by its duly appointed and authorized representative [if applicable], hereby covenants and agrees to be bound to the IESO by the terms and conditions of this Covenant Agreement**

\_\_\_\_\_ (the "Representative")  
***Name of the Representative if not an individual***

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the corporation/partnership [if not an individual]

Representative's business address:

\_\_\_\_\_  
\_\_\_\_\_

microFIT Registration ID :	FIT- _____
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