

Financial assistance program – Use your own compatible connected devices

Capitalized terms and expressions are defined in the Glossary

When referring to "financial assistance" described in this financial assistance program, Hydro-Québec may also use the word "bonus" which has the same meaning.

1. Financial assistance

Hydro-Québec offers financial assistance following the pairing of your compatible Connected Devices to the Hilo App once all requirements of the Agreement are met.

Such financial assistance is indicated in the <u>list of Connected Devices compatible with the Hilo Service and approved by Hydro-Québec.</u>

The number of compatible Connected Devices at any single address that are eligible for financial assistance is limited and subject to the following categories:

Connected Device Category	Maximum Number of Compatible Connected Devices per Address
Smart line voltage thermostats (for baseboard heaters, convection heaters or in-floor heating)	10
Low-voltage smart thermostats	2
Electric vehicle smart charging stations	2

Participants must pair compatible Connected Devices with the Hilo App and accept the terms of the Hilo Service Agreement. Participants who pair at least one Connected Device that is compatible with the Hilo App will receive the applicable financial assistance no later than at the next Rewards payment.

Financial assistance will be paid only once per compatible Connected Device.

2. Eligibility criteria

To be eligible for the financial assistance program, the Participant must:

- **2.1.** Obtain or own at least one Connected Device that is compatible with the Hilo Service and approved by Hydro-Québec (Connected Devices sold by Hilo are not eligible for this financial assistance program).
- **2.2.** Be eligible for the Hilo Service and perform its obligations under the Agreement for a minimum of 12 months following acceptance of this financial assistance program.

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2.3. Not decline or withdraw from more than 10 Hilo Challenges per Winter Period during the 12 months following acceptance of this financial assistance program.

3. Conditions and undertakings

- 3.1. Participant's undertakings and declarations
 - **3.1.1.** The Participant warrants that all information in their application for financial assistance, including all supporting documentation, is accurate.
 - **3.1.2.** The Participant agrees to send to Hydro-Québec any additional proof and documents requested by the latter attesting the presence of compatible Connected Devices properly installed at the residence concerning which the application has been made.
 - **3.1.3.** Should any of the following events occur:
 - The Participant terminates the Hilo Service Agreement before the end of the required minimum period of 12 months following acceptance of this financial assistance program.
 - The Participant fails to comply with the obligations set out in the Agreement during the 12-month period following acceptance of this financial assistance program.
 - The Participant declines or withdraws from more than 10 Hilo Challenges per Winter Period during the first 12 months following acceptance of this financial assistance program.

In such cases, the Participant agrees to reimburse Hydro-Québec the following percentage of financial assistance received under this financial assistance program:

Number of months following acceptance of the financial assistance program	Percentage of financial assistance to be reimbursed (%)
0-1	97,9
1-2	95,8
2-3	93,8
3-4	91,7
4-5	89,6
5-6	87,5
6-7	85,4
7-8	83,3
8-9	81,3
9-10	79,2
10-11	77,1
11-12	75,0

This amount will become immediately payable upon the date the termination takes effect.

- **3.1.4.** If the application for financial assistance is accepted, the Participant undertakes not to submit any other financial assistance applications to government agencies regarding compatible Connected Devices for which financial assistance is available.
- 3.1.5. The Participant agrees to reimburse Hydro-Québec for any amount of financial assistance received in excess due to a calculation error; if the eligibility criteria were not met; if the Participant made a false declaration; or if the Participant received financial assistance for which they were ineligible from another government agency or from Hydro-Québec or one of its subsidiaries for the same equipment. Repayment must be made by the deadline specified in the notice received from Hydro-Québec.
- **3.1.6.** The Participant must ensure that the Connected Devices chosen are eligible and compatible with the Hilo Service. Hydro-Québec is not liable for the choice of Connected Devices it has not sold nor for any work undertaken to install them.
- **3.1.7** The Participant undertakes to comply with all applicable laws and regulations in Québec regarding the purchase and installation of compatible Connected Devices.
- 3.2. Hydro-Québec's rights and limitation of liability
 - **3.2.1** Hydro-Québec may end or amend the Hilo Service or this financial assistance program at any time without notice.
 - **3.2.2** Hydro-Québec reserves the right to interpret the terms and conditions of the Hilo Service or this financial assistance program.
 - 3.2.3 Hydro-Québec may refuse the Participant's application for financial assistance or require reimbursement of the financial assistance received if the application does not meet the requirements of the Hilo Service or this financial assistance program, or if the Participant fails to comply with applicable laws and regulations in Québec. Hydro-Québec may also demand reimbursement of the financial assistance if the Participant received an amount in excess of that to which they were entitled; if they made a false declaration; or if they received financial assistance for which they were ineligible from another government agency or from Hydro-Québec or one of its subsidiaries for the same equipment.
 - 3.2.4 Hydro-Québec may require the Participant to reimburse Hydro-Québec for the proportion of financial assistance provided pursuant to section 3.1.3 if the Hilo Service Agreement is terminated by the Participant or as a result of the Participant's default, or if the Participant declines or withdraws from more than 10 Hilo Challenges per Winter Period during the first 12 months following acceptance of this financial assistance program. This amount will become immediately payable on the date on which the termination takes effect.
 - **3.2.5** Hydro-Québec is not liable for any damage or harm resulting from the Hilo Service or this financial assistance program, nor from its participation in either of them, nor from any processing times that are longer than expected.
 - **3.2.6** Hydro-Québec may require additional proof if the information received falls short of the requirements of this financial assistance program.
 - **3.2.7** Hydro-Québec's sole obligation consists in paying out the financial assistance it has approved in accordance with the requirements of this financial assistance program.

4. Protection of personal information

Hydro-Québec is subject to the Act respecting Access to Documents Held by Public Bodies and the Protection of Personal Information. The personal information Hydro-Québec collects from a Participant who applies for financial assistance is necessary to the exercise of its functions under the Hydro-Québec Act.

Personal information collected and used by Hydro-Québec includes the Participant's first and last names, address, telephone number, email address and actual electricity consumption as well as their use of Connected Devices and voice assistants.

Hydro-Québec also uses the personal information it holds concerning the Participant's Hydro-Québec account, including the account number, status as the person responsible for the account and electricity rate associated with the account as well as the communicating meter location, compatibility and number, address, phone number, email address and type of home heating.

Hydro-Québec takes privacy very seriously and invites the Participant to read the policies below to find out more about the information collected, its intended use as well as practices regarding the protection of personal information:

- Hilo App Privacy Policy
- · Our Commitment to Your Privacy
- Voice Assistants' Privacy Policy and Terms of Use

Hydro-Québec, Hilo, their service providers or partners may, for research and development purposes, use the Participant's personal information set out in the previous paragraphs as well as data concerning the status, operation and controls of the installed Connected Devices, including data from these Connected Devices, data and statistics concerning the Participant's use of the Hilo App as well as answers, comments and other information provided by the Participant, including as part of any exchange with Hydro-Québec in the context of this financial assistance program.

Access to personal information provided by the Participant will be granted only to authorized individuals whose duties require them to have such access. Should the Participant fail to provide this information, their application for financial assistance may be denied.

The Participant may access or amend their personal information by contacting customer service for the Hilo Service at 1 844 500-HILO (4456).

GLOSSARY

Agreement: Terms and conditions pertaining to participation in the Hilo Service.

Connected Device: Any Internet of Things device, equipment or object that is part of a Hilo Solution or complementary to the Hilo Service, bearing the Hilo brand or another brand, provided by Hilo as part of the Hilo Service and managed by the Participant using the Hilo App and Smart Home Hub.

The Participant may obtain certain Connected Devices through a third party. In this situation, the Connected Devices must be compatible with the Hilo Service and approved by Hydro-Québec. The complete, detailed list of compatible Connected Devices is available on the Website.

Credit: A monetary benefit in the form of a partial discount, calculated in accordance with Article 4 of the General Terms and Conditions of Sale and Installation, granted to the Participant by Hilo in consideration of the Agreement.

Designated Representative: Person authorized to represent the Participant during installation of the Connected Devices.

Dwelling: The home where the Hilo Service is installed.

Hilo: Legal entity whose full name is Hilo Services Inc., a subsidiary of Hydro-Québec.

Hilo App: Mobile app downloaded by the Participant onto a smart mobile device and used to control the Connected Devices in the context of the Hilo Service.

Hilo Challenge: One-time event in which Hilo Setpoints are implemented for the Participant's Hilo Solutions in order to reduce the Participant's energy consumption during a peak period or shift their energy consumption to outside of the peak period. A Hilo Challenge may occur in the morning, in the evening, or both. Further information about Hilo Challenges is available on the Website.

Hilo Service: All services provided by Hydro-Québec as part of the smart home service, through which Participants can reduce their energy consumption, better understand their electricity consumption habits during the Winter Period and earn Rewards when they accept and complete a Hilo Challenge in accordance with the Agreement.

As part of the Hilo Service, the Participant can monitor their electricity consumption, manage their Connected Devices and take part in Hilo Challenges.

The Participant will receive the total amount of Rewards earned at the end of each Winter Period. Hydro-Québec will determine the payment method. Rewards will be paid out at the end of each Winter Period only.

To benefit from the Hilo Service, the Participant must have at least one Hilo Solution.

Hilo Setpoint: Automatic action, setpoint or setting applicable to the Participant's Hilo Solutions, programmed by Hydro-Québec in anticipation of a Hilo Challenge or a test. These actions, setpoints or settings include, among other things, the temperature setpoints of connected thermostats, the activation and/or deactivation of an electric water heater's load control device and the maximum power setpoint for a charging station.

Hilo Solution: The Smart Solution for Heating, the Smart Solution for Water Heater or the Smart Solution for Electric Vehicle Charging, or any combination thereof.

Installer: A qualified electrician, qualified plumber, qualified refrigeration mechanic or any other qualified installer under the applicable laws, depending on the case in question. The Installer is designated by the entity responsible for the installation, which, depending on the case, will be either Hilo or a third party affiliated with the Hilo Service.

Outage Recovery Management: After a power outage, energy function designed to gradually restore, with or without delay, the power consumption of the Connected Devices concerned, through an algorithm in said Connected Devices.

Participant: Person registered for Hydro-Québec's Hilo Service.

Reward: Amount of money offered by Hydro-Québec to the Participant, based on their success with the Hilo Challenges. Calculation of the Reward may vary and takes into account the savings on the Dwelling's actual consumption compared to the Dwelling's reference consumption, determined by Hydro-Québec, including on the basis of the Dwelling's adjusted historical consumption.

Savings may vary based on the following:

- · Method of participation in the Hilo Challenge selected by the Participant (if applicable).
- Type of Hilo Solution and/or number of Hilo Solutions during participation in the Hilo Challenge.
- Number of Connected Devices during participation in the Hilo Challenge and throughout its duration.
- Number of Hilo Challenges the Participant has accepted during a Winter Period.
- Efforts to reduce the electricity consumption of devices not included in a Hilo Solution.
- The weather, the Participant's consumption habits or any potential misuse of the Hilo Service.

Smart Home Hub: Device that centralizes and manages all Connected Devices in the Dwelling and that connects with Hydro-Québec's communicating meter to obtain the Dwelling's power demand at a specific moment.

The Smart Home Hub must be compatible with the Hilo Service and may be provided by Hilo or a third party approved by Hydro-Québec. A single Smart Home Hub is required to obtain the Hilo Service.

Smart Solution for Electric Vehicle Charging: A Hydro-Québec home automation solution consisting of the remote control of a charging station allowing electric vehicle owners to participate automatically in Hilo Challenges. The Smart Solution for Electric Vehicle Charging does not include the charging station. The Participant must have a compatible charging station (and displayed as such on the Website).

Smart Solution for Heating: A Hydro-Québec home automation solution consisting of various Connected Devices, including connected thermostats, that allow the electricity consumption of a Dwelling's heating system to be managed through the Smart Home Hub and Hilo App.

Smart Solution for Water Heater: A Hydro-Québec home automation solution consisting of various Connected Devices, including load control devices and plumbing equipment, that allow the energy consumption of a Dwelling's electrical water heater to be managed through the Smart Home Hub and the Hilo App. The Hilo Smart Solution for Water Heater does not include the electric water heater. The Participant must have a compatible water heater.

Taxes: The Goods and Services Tax (GST) and the Quebec Sales Tax (QST) that may be applicable.

Website: hiloenergie.com.

Winter Period: Period from December 1 to March 31 inclusively.

For any questions concerning this Agreement, please contact customer service for the Hilo Service:

- · Email: serviceclient@hiloenergie.com
- · Website: www.hiloenergie.com
- Telephone: 438 289-HILO (4456) or toll-free at 1 844 500-HILO (4456)
- · Address: 1200 McGill College Ave., 6th floor, Montréal (Québec) H3B 4G7, Canada