General Terms and Conditions (Residential Customers)

- 1. Key Defined Terms. Breach: you will be in Breach if you (i) violate a term of this Contract or your Utility's rules; or (ii) switch to another retail gas supplier, including the Utility, without notifying Just Energy. Contract: collectively, the Customer Contract (front page, any enrollment correspondence), these General Terms and Conditions, and, if applicable, the attached schedule of Multiple Locations. Customer: the account holder named on the Customer Contract, also referred to as "I", "my", "you" and "your". Gas: the natural gas commodity that we will supply to your Location(s). **JustGreen:** the cost of purchasing the verified emissions reductions, allowances or instruments ("carbon credits") on your behalf based on your Gas consumption. **Just Energy**: Just Energy Michigan Corp. d/b/a Just Energy. Also referred to as "we", "our" or "us". **Location**: the natural gas account(s) on the Customer Contract and any attached schedule relating to your premises; each is a separate "Location" bound by this Contract. MPSC: the Michigan Public Service Commission. Price: as set out on the Customer Contract, the Natural Gas Price and JustGreen Price, if applicable. Utility: your local natural gas distribution utility which owns and/or controls and maintains the distribution system required for delivery of natural gas to your Location.
- 2. Notice of Appointment of Just Energy as your Agent. You give us the exclusive right to act as your agent in making all supply and delivery arrangements with your Utility and others so that we may provide your full Gas and JustGreen, if selected, consumption requirements to the Location. You agree, now and throughout the Term, that you: (a) are bound by the Contract for your Location; and (b) will not cancel or modify our appointment as your exclusive agent.
- **3. Acceptance, Verification.** This Agreement takes effect when you sign it (which includes electronic signatures) and is conditional upon our acceptance. Our acceptance is at our sole discretion and depends, in part, on whether: (a) your Utility accepts our request to enroll you; (b) we can verify your information by recorded phone call (or other means acceptable to us); (c) you are creditworthy; and (d) you are not already enrolled with us. You consent to the recording of phone calls related to this Contract. We will send you a confirmation letter within seven (7) days of you having signed this Contract.
- **4. Term.** The Term of this Contract begins on the "Start Date" and expires on the "Expiration Date" or until the Contract is cancelled. **Start Date:** the day we begin supplying Gas to your Location under this Contract. If you are a new Customer, the estimated Start Date will begin within 60 days from signing the Contract. If however, your Location is currently enrolled under an existing contract with us, the Start Date is the day following the end of your current Contract. The Start Date may be delayed (for reasons such as the Contract being improperly completed, not submitted to Just Energy, not implemented by the Utility, etc.) at our discretion. **Expiration Date:** our last day of gas supply to your Location under this Contract. This date is calculated by adding the Term of this contract to your Start Date, plus any time needed to obtain a final meter read.
- 5. Renewal. This Contract may continue after initial term expiration on a month to month basis, cancelable at anytime without penalty. We will provide renewal notices in advance of your Expiration Date in accordance with governing Michigan Law.
- **6. JustGreen.** If you select JustGreen, we will purchase and retire an amount of verified emissions reductions, allowances or instruments ("carbon credits") to offset 11 lbs (5 kg) worth of CO₂ for each Ccf, 110 lbs (50 kg) worth of CO₂ for each Mcf or 11 lbs (5 kg) worth of CO₂ for each Therm you consume multiplied by the JustGreen % Offset Gas selected on this Contract. You can request a change to the level you select at any time, so long as you are not in Breach of this Contract at the time of the request. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Contract will

- remain in effect). Carbon credits that we purchase and retire on your behalf will: (a) relate to carbon credits and obtained in the year you pay for them based on your consumption (plus or minus 12 months); (b) on a reasonable efforts basis, be from Michigan-based projects; however, we may buy them from other North American-based sources at our discretion; and (c) remain our legal property.
- 7. Charges (and Credits) under this Contract. We will supply you with Gas and JustGreen for the Location, as applicable. You agree to pay for all the related charges, plus taxes. 7.1 Gas Charge. Your Gas consumption (in Ccf/Therm/Mcf) multiplied by your Gas Price. You understand that at any given time, the Utility's Gas Price may be lower or higher than your Gas Price. 7.2 JustGreen Charge. Your Gas consumption (in Mcf, Ccf or Therms) multiplied by your JustGreen Price. The JustGreen Charge is incorporated into your Gas supply charge on your bill. **7.3 Utility Charges.** These charges relate to the Utility's costs for pipeline transportation, storage, balancing and delivery costs. You understand that upon entering into this Contract, the Utility Charges: (i) will be itemized as a separate line item on your Gas bill; (ii) are subject to change (the underlying rates are filed by the Utility with the MPSC). 7.4 Taxes. You will pay all lawful taxes that may apply to the charges.
- **8. Billing, Payment.** Your Utility will bill you on our behalf, and we reserve the right, to be exercised in our sole discretion, to bill you directly. You agree to pay all amounts on your bill by the stated due date. If we correct a billing error, you will receive a check or invoice for any applicable credit or debit. If we are charged a billing fee from your Utility as a cost for billing you, we may pass it through to you. You may request from us up to 24 months of your payment history for services rendered by Just Energy without charge. **Budget Billing:** You can request to be billed under the budget billing (level payment) plan if offered by your Utility. You should contact your Utility for more information.
- Ending this Contract Early, Breach. If this Contract ends early, for any reason, you must still pay all amounts charged to you up to the early end date. Your Right to Cancel: You can end this Contract, without having to pay an Early Termination Fee, within 30 days after the date you signed the Contract. In addition, we extend you the ability to cancel without penalty for a period thirty days after the date of the first bill for Just Energy service. You may exercise this right through a verbal or written communication to us. You may cancel without penalty if you move outside the territory of your incumbent Utility or if the incumbent Utility does not permit portability of the Contract. We reserve the right to request documentation or proof of such a move. If this Contract has already been processed by your Utility, then it may take between 1-2 additional billing cycles for cancellation to take effect. Our **Right to Cancel:** We may end this Contract, at no cost to us, if: (a) required/allowed by law; (b) the Utility is unable to service your Location; (c) a legislative or regulatory change materially alters our ability to perform this Contract; (d) you move; or (e) you commit a "Breach". You will be given 15 calendar days' prior notice. Automatic Termination: this Contract will automatically terminate if: (a) the requested service location is not served by the incumbent Utility; (b) you move outside the incumbent Utility's service area to an area not served by us; or (c) we return you to the incumbent Utility sales service according to the terms of this Contract.
- 10. Early Termination Fees. If this Contract ends after your right to cancel period described in paragraph 9 and before the expiration date due to your Breach (see para. 1), you must pay us liquidated damages in the amount \$50 for a 1 year term and less, or \$100 for a term greater than 1 year for the early termination of the Contract (the "Early Termination Fee"). You agree that the Early Termination Fee is a genuine pre-estimate of the damages we would suffer and not a penalty or other type of charge. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply. If you choose to return to default supply your Utility may charge you a \$10 fee and require you to remain with the utility for 12 months.

- 11. Customer Information, Credit Review. You authorize us to use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to your Utility, our affiliates, business partners, and service providers. You agree to Just Energy obtaining a credit report and investigating your credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Contract if you do not meet our credit requirements. We will send you a letter by regular mail if we do not accept this Contract for credit reasons. You may cancel our right to obtain or use your information at any time but, if you do, we have the right to end this Contract and charge you the Early Termination Fee if after the rescission period. We will use your information to perform our obligations (including to supply you with Gas, meet our contractual obligations with others, for law enforcement purposes, to comply with Governing Law and to collect amounts owed) and to communicate with you about other products and services offered by Just Energy and our affiliates and business partners. You will promptly notify us in advance of any change to your information that is relevant to this Contract (the Utility may also advise us of any such change) and agree that incorrect Customer Information can be corrected.
- **12.** Limitation of Liability. Our liability under this Contract is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility relating to the supply of or delivery of Gas to your Location(s).
- **13. Disputes.** Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Contract. If your complaint is not resolved after you have called Just Energy, or general utility information, residential and business customers may contact the MPSC for assistance with complaints and Utility issues at 1.800.292.9555 (toll free in MI) from 8:30 a.m. to 4:30 p.m. weekdays, or at http://www.michigan.gov/mpsc. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action. To avoid being in Breach, you must still pay all undisputed sums by their due date.
- **14. Consumer Protections.** This Contract may be cancelled without penalty within 30 days following the signing date of the Signature Page. In addition, Just Energy extends this right for up to 30 days after the date of the first bill. You may exercise this right through a verbal or written communication to Just Energy at (phone) 1.866.587.8674 and/or(mail) to P.O. Box 2210, Buffalo, New York 14240-2210.
- 15. Amendment, Assignment. We may amend this Contract by sending you written notice. Unless required by Governing Law (including, for example, a Utility service change, administrative fee change, change in law, or other regulatory order), you will have 30 days to reject the amendment, in writing. We will not amend the Term or Price without your consent. We may assign all or any part of our interest in this Contract, including to another Michigan licensed retail natural gas supplier, without your consent. You cannot assign your rights or obligations without our written consent.
- 16. Moves. You will give us 45 days notice before you move or change your Location (each, a "move"). If you move, we may, in our sole discretion: (a) end this Contract; or (b) apply this Contract to your new Location provided your new Location (1) is within the State of Michigan, (2) is in a Utility service territory where Just Energy serves and that permits the portability of the Contract; and (3) requires Gas service which is in the customer's name. If the latter, then: (i) your new Location will be a Location bound by this Contract; (ii) you authorize us to deal with your Utility in this regard; and (iii) if Governing Law requires that you give us additional written authorization at the time of the move, you will have the option of providing it to us or Ending this Contract Early.

- 17. Inability to Perform. You accept that certain events beyond our control, including force majeure events declared by our direct or indirect suppliers, may affect our ability to supply Gas or JustGreen at your Price. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Contract until as soon as we are reasonably able to resume performance. This Contract will otherwise remain in full effect.
- **18. Notice.** We will send notices to your billing address (as may be amended from time to time). At our discretion (if, for example, there is a fault with regard to your billing address), we may instead send notices to your service address (as may be amended). When providing us with notice, you must send it to our address listed on the Customer Contract, in a manner by which you will be able to give proof of delivery upon request. If a change in Governing Law necessitates that a group of customers be given a general notice, we may give it by posting it on our website at justenergy.com.
- **19. Governing Law.** The laws of the State of Michigan govern this Contract, which include Michigan Compiled Law, 460.9.
- 20. Miscellaneous. This Contract contains the entire contract between Just Energy and you, the Customer, concerning the supply of Gas and JustGreen to the Location, as applicable. This Contract may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by Just Energy's head office in a written notice to, or recorded telephone call with you. The contents of Just Energy's marketing materials do not form part of the Contract. Electronic signatures are equivalent to original signatures. If any part of this Contract is deemed unenforceable, we can make the minimal changes for it to be legal and enforceable. If this Contract is not implemented within 12 months of signing, it will be deemed terminated at no cost to either you or us. During the Term, if changes in Governing Law result in certain costs or credits being shifted from your Utility or other similar or regulatory bodies (such as the MPSC) to Just Energy, or vice versa, these costs or credits will be passed through to you at no markup. This Contract benefits and binds the parties and their respective successors and assigns. No delay by us to exercise our rights will constitute a waiver of such rights.
- **21. Emergency.** In an emergency situation relating to your gas supply, call your Utility: Consumers Energy: 1.800.477.5050 or DTE Gas Company 1.800.947.5000 or SEMCO: 1.888.427.1427 or Michigan Gas Utilities: 1.800.401.6402.
- **22. Just Energy Contact Information.** P.O. Box 2210, Buffalo, New York 14240-2210. Phone 1.866.587.8674. Fax 1.888.548.7690. On-line justenergy.com.
- 23. Michigan Public Service Commission Contact Information. You can reach the MPSC phone at 1.800.292.9555 or 517.241.6180; by the Internet at http://www.michigan.gov/mpsc; or by mail at Michigan Public Service Commission, P.O. Box 30221, Lansing, MI 48909.

Just Energy Michigan Corp.

Executive Vice President