General Terms of Service (and Notice of Appointment of Agent) for Residential Customers

1. Key Defined Terms. Agreement: Collectively, the Customer Agreement (the front page), these General Terms of Service, and any attached Schedule of Multiple Locations. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you", or "your". **DPU:** Massachusetts Department of Public Utilities. **Electricity:** The electricity we supply to you and measured in kilowatts per hour (kWh). **Fixed Price:** The price in cents per kWh for Electricity that we charge you under this Agreement. **JustGreen:** Our green energy option for Electricity. (see para 6.2). **Just Energy:** Just Energy Massachusetts Corp., d/b/a Just Energy, License # CS-069. Also referred to as "we", "our", or "us". **Location:** Each electricity account on the Customer Agreement relating to your premise is a separate "Location" bound by this Agreement. **Small Business Customer:** A Customer that uses less than 50,000 kWh annually or is otherwise accepted by Just Energy to qualify under this Agreement. **Utility:** Your local distribution utility; Massachusetts Electric ("National Grid"); Nantucket Electric ("National Grid"); Boston Edison Company ("NSTAR"); Commonwealth Electric Company ("NSTAR"); Cambridge Electric Light Company ("NSTAR"). **Variable Price:** The variable fluctuating rate we charge you for Electricity after the Term expires, and will be determined by us according to business and market conditions and will change monthly. Only applicable after the Term ends.

2. Appointment of Agent. You give us the exclusive right to act as agent on your behalf in making all supply and delivery arrangements with your Utility and others in order to provide your full Electricity requirements to your Location. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by an agreement for your Location with an Electricity supplier other than us; 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, email and fax signatures) and is conditional upon our acceptance of it. Our acceptance of this Agreement 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 (existing customers cannot enter into this Agreement except pursuant to a re-contract, as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). You consent to the recording of phone calls related to this Agreement. You understand that switching your electricity provider may result in a charge from your Utility.

4. Term. The Term of this Agreement begins on the "Start Date" and expires on the "End Date". ***Start Date:*** the day we begin supplying Electricity to your Location under this Agreement. If you are a new Customer, it will be between 15 and 120 days from signing. If you are an existing Customer (and this is a re-contract), it is the day following the end of your current agreement with us. You understand that the Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Just Energy, not implemented by your Utility, etc.) at our sole discretion. ***End Date:*** our last day of Electricity supply to your Location which will be the time of the term you chose from the Start Date plus any time needed to obtain a final meter read. A new Term will begin if this Agreement is renewed.

5. Renewal. Following the End Date of this Agreement, we will either automatically renew your Agreement on a month to month basis at the then current Just Energy Variable Price being offered to new Just Energy customers at that time, or we can renew this Agreement with new or revised Terms of Service. We will send you written notice at least 60 days before the end of your Term. The notice will specify the date by which you must advise us you do not want to renew. If you do not advise us by the specified date, this Agreement will renew in accordance with the notice.

6. Charges under this Agreement. We will supply you with Electricity. You agree to pay the related charge(s) plus taxes and surcharges. **6.1 Just Energy Charge:** You will be charged a fixed price per kWh. This Electricity charge includes fully bundled generation charges, transmission charges and estimated total sales taxes including gross receipts tax, but excludes applicable state and local sales taxes. **6.2 JustGreen Electricity Charges**. We will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to 100% of your electricity usage. Green energy that we purchase and retire on your behalf will: (a) relate to renewable energy produced in the year you pay for the units (plus or minus 12 months); and (b) remain our legal property. **6.3 Billing Fee.** If we are charged a billing fee from your Utility as a cost for billing you, we will pass it through to you. It may be subject to change. **6.4 Taxes.** You will pay lawful taxes and surcharges that may apply to the charges. This may include a gross receipts surcharge imposed on us by the state of Massachusetts and/or local municipalities that we pass through to you.

7. Billing, Payment. Your Utility will normally bill you on our behalf, but we have the right, to be exercised in our sole discretion, to bill you directly. If we correct a billing error, you will receive a check or invoice for any applicable credit or debit. You agree to pay all amounts on your bill by the stated due date.

8. Ending this Agreement Early, Breach. If this Agreement ends early, for any reason, you may return to basic generation service. However, you must still pay all amounts charged to you up to the early End Date. ***Your Right to Cancel:*** You may rescind this Agreement within 3 business days of signing the Agreement. You understand that Just Energy extends your ability to cancel this Agreement without having to pay the Exit Fee for up to 30 days from the date of your first billunder this Agreement. You may contact your Utility or Just Energy to cancel. ***Our Right to Cancel:*** We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your Location; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; or (v) you fall into "Breach". You will be given 14 calendar days prior notice. You will be in Breach if you (a) breach a term of this Agreement or your Utility's rules; or (b) switch to another electricity supplier, including the Utility.

9. Exit Fee. You understand that in order for us to be able to supply Electricity and JustGreen to customers, we enter into long term supply arrangements with suppliers of Electricity to meet the energy needs of our customers. If this Agreement ends early due to your Breach, you must pay us liquidated damages (the "Exit Fee") in the amount of $75 per Location.

10. Suspension of Utility Service. If you fail to pay all amounts 48 days after they are due, Just Energy or the Utility may disconnect your Utility service in accordance with DPU Rule 220 CMR 11.05 (3)(d). If you fail to pay all amounts due after the first notice, you will receive a second notice not earlier than 27 days after the bill is due notifying you that we may terminate the Agreement not earlier than 48 days after your receipt of the bill. You will be sent a final notice at least 3 calendar days before but no more than 14 calendar days prior to termination of your generation service. Just Energy can re-enroll you upon reconnection. You can avoid disconnection by paying amounts due prior to the end of the 14 calendar day notice period. Just Energy may contact a credit agency for uncollected amounts.

11. Customer Information, Credit Review. You authorize us to access, 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 business partners, affiliates, and our 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 Agreement if you do not meet our credit requirements. We will send you a letter by regular mail if we do not accept this Agreement 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 Agreement and charge you the Exit Fee, if applicable. You authorize us to provide information about you to our affiliates, business partners and service providers. We (our affiliates, business partners and service providers) can communicate with you about other products and services offered by us, our affiliates and business partners. You will promptly notify us in advance of any change to your information that is relevant to this Agreement (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 Agreement 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.

13. Inquiries/Disputes. Inquiries and complaints can be directed to our Customer Service Department or the DPU at the telephone numbers in this paragraph. You and we will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. You can contact our Customer Service Department by phone at 1.866.587.8674, by email at cseast@justenergy.com, or by mail at P.O. Box 2210, Buffalo, New York 14240-2210. If unresolved after 45 days, you can refer it to the DPU by calling them at 1.877.866.5066, in which case DPU rules will apply. 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 falling into Breach, you must still pay all undisputed sums by their due date.

14. Amendment, Assignment. We may amend this Agreement by sending you written notice. Unless required by Governing Law (including, for example, a Utility tariff change 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 any part of our interest in this Agreement, including to another energy services company, without notice to you or your consent. You cannot assign your rights or obligations without our consent.

15. Moves. You will give us 45 days notice before you move or change your Location (each, a "move"). When you move, we may, in our sole discretion: (a) end this Agreement; or (b) apply this Agreement to your new location. If the latter, then: (i) your new location will be a Location bound by this Agreement; (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 paying the Exit Fee.

16. 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 Electricity and/or JustGreen at your rate. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect.

17. Notice. We will send written notices relating to this Agreement 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). You give us permission to deliver pre-recorded phone messages to you concerning your account. You may opt out of receiving prerecorded phone messages by contacting our Customer Service Department. You must send written notices to us at our address listed on the Customer Agreement and 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.

18. Governing Law. The laws of the Commonwealth of Massachusetts govern this Agreement.

19. Miscellaneous. This Agreement is the entire contract between you and us. It can only be amended if agreed to by Just Energy's head office in a written notice to, or recorded telephone call with, you. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. You give us permission to deliver pre-recorded phone messages to you concerning your account. This Agreement 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, Customer. You agree that the contents of Just Energy's marketing materials do not form part of the Agreement and were not relied on by you. You may opt out of receiving pre-recorded phone messages by contacting our Customer Service Department. Electronic, email and fax signatures are for legal purposes equivalent to original signatures. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. If our name does not appear on your Utility bill within 12 months of the anticipated Start Date and you have not contacted us in writing to implement this Agreement; or if we are unable to implement this Agreement for reasons beyond our control; then it will be deemed terminated at no cost to either you or us. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights.

20. Emergency. In an emergency, call 911 or your Utility: National Grid – 1.800.322.3223; NSTAR – 1.800.592.2000.

Just Energy Massachusetts Corp.

Executive Vice President