MYTIME ELECTRICITY PROGRAM

Join Just Energy, One Of North America's Largest Green Energy Providers!

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Your Agreement Details

Thank you for choosing Just Energy! In this Customer Agreement, you'll find important information about your service. We want to ensure your complete understanding so please take the time to review the information below.

Customer appoints Just Energy Ontario L.P. ("Just Energy") as its supplier of electricity commodity ("Energy") to each Location enrolled under this Agreement for a Term as indicated by you on the Just Energy enrollment website. You, the Customer, understand and agree:

a) In addition to the Prices below, as always, you will remain responsible for electricity delivery, debt retirement, regulatory and other charges billed by your Utility.

b) When you enroll onto the MyTime Electricity program you will have to settle your RPP variance with your Utility. You will remain entitled to/bound by the Global Adjustment, but the amount will be offset on your bill as your Electricity Price is inclusive of the Global Adjustment.

c) You received a text-based copy of this Agreement, including the Disclosure Statement(s) and Price Comparison Document(s), before electronically signing this Agreement.

Subscribe to MyTime and Enjoy the Freedom of ....

- ***No More Complexity***
- ***Cost Effectiveness***
- ***Simplicity***

MyTime Electricity Program

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Term	Electricity Supply Price (¢/kWh)	Mid-Peak RPP Price
5 Year	**Mid-Peak RPP Price* - 0.1¢ (¢/kWh)**	**November 1, 2011 to April 30, 2012 is 9.2¢/kWh.** For more details please see paragraph 6 "Charges under this Agreement".

* The Mid Peak RPP Price may change every six months in accordance with OEB policies and practices and the Customer will not receive notice of such change. Please see section 6 of the Terms and Conditions attached to this Agreement.

Our Service Commitment

We are commited to your satisfaction. Should you have any questions in regards to your service, please do not hesitate to contact us by any of the below methods.

80 Courtneypark Drive West, Units 3 & 4, Mississauga, Ontario L5W 0B3
☎ 1.866.587.8674 🖷 1.888.548.7690 justenergy.com ✉ cs@justenergy.com

THIS AGREEMENT IS ONLY VALID FOR NEW RESIDENTIAL AND SMALL BUSINESS CUSTOMERS. NO CHANGES TO THE PRE-PRINTED TERMS APPLY.

General Terms and Conditions (and Notice of Appointment of Agent) for Residential & Small Business Customers

1. Key Defined Terms. Agreement: Collectively, the Customer Agreement (front page), the Just Energy enrollment website, these General Terms and Conditions, and any authorized attachments, and if applicable, the attached schedule for Multiple Locations. **Consumer:** In the context of the Energy Consumer Protection Act, 2010 ("ECPA"), a Customer that annually uses less than 50,000 m^3 of natural gas or 150,000 kWh of electricity. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you" and "your". **Electricity Price:** The rate (¢/kWh) you pay for electricity under this Agreement. **Energy:** The electricity commodity that we will supply to your Location. **Exit Fees:** Collectively, the Exit Fees are described in Section 10 of these General Terms and Conditions. **Future Use:** Our reasonable calculation of your anticipated Energy consumption for the remainder of the Term. **Global Adjustment (Provincial Benefit):** It can be a credit or a charge, and reflects the difference between regulated and contract prices for electricity paid to certain generators (as well as Conservation & Demand Management initiatives) and the market prices they would have received had they not been subject to government regulation or contracts. **IESO:** Independent Electricity System Operator. **Just Energy:** Just Energy Ontario L.P., a limited partnership established under the laws of Ontario. Also referred to as "we", "our" or "us". **Location:** Each electricity account on the Customer Agreement (and, if applicable, the attached schedule for Multiple Locations), relating to your premises for service, or replacement thereof, is a separate "Location". **Mid-Peak RPP Price:** The Mid-Peak Regulated Price Plan is a variable price set by and published by the OEB depending on the time of day that electricity is used. This Time-of-Use Mid-Peak Price may change every six months (currently, on May 1 and November 1), and is inclusive of any Global Adjustment. **OEB:** Ontario Energy Board. **Price:** As set out in the Customer Agreement, the Electricity Price. The Price is not regulated by the OEB. **RPP:** The Regulated Price Plan, which is a variable price set by the OEB that may change every six months, and is inclusive of any Global Adjustment. **Utility:** Your local distribution company.

2. Appointment of Just Energy as your 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 Energy requirements to your Location. You agree, now and throughout the Term (as defined below) that you: (a) are not, and will not be, bound by an agreement for your Location with an energy 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 electronically sign it and is conditional upon your verification, if required, and our acceptance of it. This website enrollment Agreement may supersede any other Agreement that may have been signed, which shall be determined at our sole discretion. We may also choose, at our discretion, to enroll another signed Agreement if there are errors with this website enrollment Agreement provided that the signed Agreement meets our standards. This Agreement may be verified no earlier than the 10th day and no later than the 45th day after the day on which a text-based copy is delivered or provided to you. 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 (we reserve the right to require security or collateral prior to acceptance); and (d) your Location is not already enrolled with us (existing Just Energy customers can only enter into this Agreement if it is 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 relating to this Agreement, and consent to us contacting you by email.

4. Term. The Term as indicated on the Customer Agreement begins on the "Start Date" and expires on the "End Date" (if a selection is required by the Customer and no selection is made, the Term is deemed to be the longer of the available options). ***Start Date:*** the day we begin supplying Energy to your Location. If you are a new Customer, it will be between 10 and 150 days from the date you agree to this Agreement. If, however, your Location is currently enrolled under an existing agreement with us (and this is a re-contract), the Start Date is the day following the end of your existing agreement with us. You understand that the Start Date may be delayed (for reasons such as this 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 Energy supply to your Location. It will be between 1 to 5 years from the Start Date (depending on the Term), plus any time needed to obtain an actual or estimated final meter read. A new Term will begin if this Agreement is renewed, as applicable. Otherwise, at the end of the Term, it may take up to 30 days or more to complete your switch back to the Utility or other supplier, during which time you remain responsible for Just Energy charges.

5. Renewal. This Agreement may be renewed based on the minimum legal and regulatory rules required by Governing Law in effect at the time of renewal. As of the date of this Agreement, Governing Law requires that we send you notice of our renewal offer between 60-120 days prior to the end of the Term. You will then be able to accept the renewal, to select renewal terms or to object to the renewal. If you do not respond to our notice, where permitted by Governing Law, this Agreement may automatically renew based on the Terms and Conditions (including Price and Term) set out in our notice.

6. Charges under this Agreement. We will supply you with Energy for each Location, and you agree to pay the related charge(s) plus taxes, including, without limitation, charges relating to transmission, delivery, debt retirement, uplift, congestion, regulatory, distribution, service charges, implementation of location based marginal pricing, etc., which will be paid to the Utility. **6.1 Electricity Charge:** Your electricity consumption multiplied by the Mid-Peak RPP Price less 0.1 ¢/kWh. On your bill, you will be charged/credited the Global Adjustment, and as such the price charged to you by Just Energy for Electricity as a line-item on your bill will net out the Global Adjustment. Your Electricity Charge on your actual bill will therefore be calculated as follows: Your electricity consumption multiplied by the Electricity Price, plus/minus (depending on whether the Global Adjustment at the time is a charge/credit) your electricity consumption multiplied by the Global Adjustment in effect at the time of your bill. ***Mid-Peak RPP Price:*** The Electricity Price will be calculated in each billing cycle using the Mid-Peak Time-of-Use Price published by the OEB, less 0.1 ¢/kWh. Should the OEB stop publishing Time-of-Use RPP Prices, or if there is a material change in the method of its calculation, Just Energy may in its sole discretion either terminate this Agreement or determine the applicable weighted average Mid-Peak RPP by using the price most recently published by the OEB or by using another published source. Just Energy will not notify the Customer of any changes to the Mid-Peak RPP Price and any changes to the Mid-Peak RPP Price will be automatically applied to your next bill which occurs after the OEB publishes the change. The OEB website can be found at http://www.ontarioenergyboard.ca/OEB/Consumers. **6.2 Pass-through Charges:** Amounts charged to Just Energy that Just Energy passes through to its customers that may relate to transmission, delivery, distribution, debt retirement, regulatory, uplift, congestion, service charges, implementation of locational based marginal pricing, etc.

7. Regulatory Event. Notwithstanding any other clause contained in this Agreement, in the event that a government, utility, OEB, IESO or other regulatory action results in the RPP being calculated differently than how it is calculated as of the Start Date, or if any such action has a material adverse economic impact on the Agreement for us such that results in our being unable, after using commercially reasonable efforts, to avoid the inability to perform under this Agreement, we reserve the right to adjust our calculation of the Electricity Price accordingly or to pass through any incremental costs without notice, or to terminate this Agreement without penalty upon notice to the Customer.

8. Billing, Payment. Your Utility will normally bill you on our behalf in accordance with the Utility's usual requirements and schedules for billings, deposits, payments, late payments and other charges (but we reserve the right to bill you directly). You agree to pay all amounts on your bill by the stated due date. If you fail to do so, then you may be required to pay late payments, interest, penalties or other charges and make deposits as required by your Utility or Just Energy. Your Utility's usual requirements and schedules for billings (it is usually monthly), deposits, payments, late payments, interest, penalties and other charges continue to apply, unless you are otherwise notified. We have the right to correct any billing error and you will then receive a forward credit or debit on your bill (we do not provide refunds). A history of late payments may be reason for cancellation of this Agreement by us, together with Exit Fees, and possible referral to a collection agent. You shall pay our reasonable collection costs and legal fees associated with the collection of amounts owed by you to us. The Utility will measure (or otherwise determine) the amount of Energy supplied to you. We assume no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, or us.

9. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, you must still pay all amounts charged to you for periods up to the early end date. ***Your Right to Cancel:*** You can end this Agreement, without having to pay Exit Fees, within 30 days from the date of your first bill under this Agreement. In order for your cancellation request to be processed you must provide us 10 days notice and use the contact information listed on the Customer Agreement (mail, email, fax, or phone). Notwithstanding any other clause contained herein, you have the right to cancel this Agreement without cost or penalty up to 10 days after you acknowledge receipt or are deemed to acknowledge receipt of a text-based copy of the Agreement, and if you cancel the Agreement within that 10-day

period, you are entitled to a full refund of all amounts paid under the Agreement. Notwithstanding any other clause contained herein, you may cancel this Agreement without cost or penalty upon 10 days notice if: (i) we are required under the ECPA to make a voice recording of a telephone discussion with you and we fail to provide a copy of that recording within 10 days after you request a copy; (ii) this Agreement is amended, renewed or extended and, at the time of the amendment, renewal or extension, we are not in compliance with the conditions of our licence set out in sections 3 and 4 of Ontario Regulation 90/99 (Licence Requirements — Electricity Retailers and Gas Marketers) made under the *Ontario Energy Board Act, 1998*; (iii) the Agreement was entered into for a term that begins before the expiry of the term of a pre-existing contract, but only if notice of the cancellation is provided before the end of the term of the pre-existing contract; or (iv) the cancellation follows an automatic renewal of this Agreement. Nothing in this Agreement negates or varies your rights to cancel this Agreement under and in accordance with the ECPA. ***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 "Default" during the Term. You will be given 15 calendar days prior notice. This Agreement will be deemed terminated at no cost and without liability to either party if Just Energy does not commence supply of Energy within 12 months of the anticipated Start Date, for whatever reason, and you have not contacted us in writing to implement this Agreement; or, if this Agreement is unable to be implemented for reasons beyond our control. ***Default:*** You will be in Default if you: (a) breach a term of this Agreement or your Utility's rules; or (b) switch to another energy supplier, including the Utility.

10. Exit Fees. Customer understands that in order for Just Energy to be able to supply Energy to its customers, Just Energy enters into long term supply arrangements with suppliers of Energy to meet the forecasted consumption of its customers. If you have contracted for electricity and this Agreement ends early due to your Default, you must pay us liquidated damages in the amount of $100 per Location, unless you are in the final year of your Term then and the liquidated damages are capped at $50 per Location ("Electricity Exit Fee"). Notwithstanding the foregoing, if you are a "high volume consumer" as defined in the ECPA, and have contracted for electricity, your Electricity Exit Fee will be 1.5¢ multiplied by the quotient calculated by dividing your consumption of electricity in kilowatt hours during the 12-month period immediately before the cancellation by 12, for every month or part month remaining in the Term. You agree that the above exit fees (together, the "Exit Fees") are genuine pre-estimates of the damages we would suffer and not a penalty or other type of charge.

11. Suspension of Utility Service. If you fail to pay all amounts when due, your Utility may disconnect your Utility distribution service in accordance with Governing Law. If this happens and your Utility later reconnects you, we have the option to continue your enrollment under this Agreement effective as of the date that the Energy supply and/or delivery service is reconnected by the Utility and/or us, at our option. You must notify us of the date of re-connection within 30 days.

12. Customer Information, Credit Review. Customer: (a) consents to Just Energy collecting, retaining, using and disclosing Customer's information; and (b) requests, authorizes and directs the Utility and/or IESO to release to Just Energy, Customer's contact information, current and historical energy billing and usage data, and other account information so as to enable Just Energy to perform its obligations under this Agreement (including to establish, and collect money for Customer's account, supply Customer with Energy, meet Just Energy's contractual obligations with others, for law enforcement purposes and for processing past due accounts of Customer which have passed to a debt collection agency). Customer further authorizes Just Energy to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and Just Energy may disclose such Customer information to its creditors, suppliers and service providers). Just Energy's supply of Energy may depend on Customer's credit worthiness and Just Energy is not obligated to accept, or continue performing, this Agreement if Customer does not meet Just Energy's credit requirements. Any action by Customer that deprives Just Energy of information considered by Just Energy to be material to its performance of its obligations under this Agreement shall constitute a Default by Customer, in which case Exit Fees will apply. Customer will promptly notify Just Energy in advance of any changes to Customer's information relevant to this Agreement. Just Energy and its affiliates and partners may use Customer's information to communicate with Customer about other products and services offered by Just Energy and its affiliates and partners. If you have any questions about our collection or use of your information, please refer to our privacy policy at justenergy.com or contact us.

13. Limitation of Liability. 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. We are not liable for any act or omission of your Utility.

14. Disputes, Binding Arbitration. If you have a question or concern regarding this Agreement, you agree to first contact us using our contact information on the Customer Agreement. Both parties will, in good faith, use reasonable efforts to resolve disputes. If a dispute remains unresolved after 45 days, you can refer it to the OEB's Consumer Relations Centre at 1.877.632.2727 and ask for details about its dispute resolution process. To avoid falling into Default, you must still pay all undisputed sums by their due date.

15. Amendment, Assignment. We may amend this Agreement by providing you notice and, the amendment will take effect 60 days after you consent to the amendment. If this Agreement is amended, you may without reason retract your consent to the amendment not more than 20 days after the text-based copy of the amendment is sent to you by calling or writing us at the coordinates at the top of your Customer Agreement. We may assign, sell or otherwise transfer any part of our interest in this Agreement, including to another energy marketer / retailer, without your consent and without notice to you. You cannot assign this Agreement without our written consent.

16. Moves. You will give us 10 days prior notice if you plan to move or change your Location (each, a "move"). When you permanently move out of the Location you may cancel this Agreement (or that portion of Schedule A where this Agreement is for multiple Locations) without cost or penalty.

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 Energy at your Price. If this happens, we may, without liability: (a) temporarily supply them to you at the then current 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.

18. Notice. Just Energy will send notices relating to this Agreement to your billing address (as may be amended from time to time upon receiving updated information from you or your Utility). At our discretion (if, for example, there is a fault with your billing address), we may instead send notices to your service address (as may be amended). All notices to us should be sent in a manner by which you will be able to give proof of delivery upon request, though you can provide notice by phone. Our fax number is 1.888.548.7690, and our mailing address is 80 Courtneypark Drive West, Units 3&4, Mississauga, ON, L5W 0B3. Either party can change its address for receiving notices by notifying the other pursuant to this paragraph. 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 Ontario govern this Agreement.

20. Miscellaneous. This Agreement contains the entire agreement between Just Energy and the Customer concerning the supply of Energy to the Location, as applicable. No handwritten alterations to its preprinted terms apply. 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. The total cost of this Agreement is the Price multiplied by total consumption for the Term plus all other amounts mentioned in this Agreement, as applicable. During the Term, changes in Governing Law may result in certain costs or credits being shifted from your Utility or other similar or regulatory bodies (such as the OEB, the IESO, the Ontario Power Authority) to Just Energy, or vice versa. If this happens, these costs or credits will be passed through to you at no markup. If you wish to make a complaint, request information or renew, extend the Term of or cancel this Agreement you can contact us using our contact information on the Customer Agreement. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If any part of this Agreement is deemed unenforceable we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights. You agree to review the system-wide electricity supply mix information on our website at least annually in order to obtain required disclosure of such information: see justenergy.com.

21. Emergency. In an emergency, contact the appropriate emergency personnel or your Utility if appropriate, and not Just Energy.

Just Energy Ontario L.P. by its general partner Just Energy Corp.

Executive Vice-President

Just Energy operates under OEB license # GM-2010-0152 (natural gas) and # ER-2010-0153 (electricity).