



## NATURAL GAS RATEFLEX PROGRAM

*Just Energy is a Leading Competitive North American Retailer  
of Natural Gas, Electricity and Green Energy!*

### 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.**

**I CHOOSE Just Energy Illinois Corp. d/b/a Just Energy to be my supplier of natural gas ("Gas") for the Term selected below. By electronically signing this Agreement, I agree to initiate commodity service and begin enrollment with Just Energy. I UNDERSTAND AND ACCEPT:**

- a) I am entering into an Agreement for the Natural Gas Rate Flex Program with Just Energy to supply Gas (and the percentage of JustGreen™ Gas I choose) to the Location, at the Price and for the Term I choose. I will pay the related charges.
- b) Before the Term ends, the Agreement can be automatically renewed (see para. 5 of Terms and Conditions).
- c) This Agreement does not guarantee financial savings.
- d) I may cancel this Agreement without an Exit Fee up to 30 calendar days after the date of my first bill under the Agreement. After which, if I cause this Agreement to end early, I will owe Just Energy a one-time Exit Fee of \$50. The Exit Fee will be waived if cancellation is made by directly contacting Just Energy.
- e) The Term for this Agreement is for 5 Years.
- f) For the first billing cycle of my Term, my Natural Gas Price will be the Intro Price, which will be set 5% below the current published Utility Price, and thereafter it will be the Variable Rate for the remainder of the Term. The Variable Rate will not exceed NYMEX + \$0.30/therm. Changes to the Variable Rate will be determined by business and market conditions (see para.7).
- g) The Natural Gas Price does not include regulated delivery, transportation, and other charges (or credits) billed by the Utility.
- h) I understand that i) This Agreement will not be processed if I cancel this Agreement at any time prior to the tenth (10) business day after my Utility sends a notice confirming I have switched my gas supply to Just Energy by contacting Just Energy or my Utility; ii) Just Energy extends my right to cancel without Exit Fees at any time throughout the term of the agreement if cancellation is made by contacting Just Energy directly. I have been provided and read the Notice of Cancellation Form for an explanation of this right.
- i) To request cancellation, I can contact Just Energy by telephone, mail, e-mail, or fax.
- j) I have received, reviewed and agree to the General Terms and Conditions forming part of this Agreement.

**I have received a completed and signed copy of this Agreement, and I have read and agree to it.**

**I am at least 18 years old and I have signing authority.**

### Our Service Commitment

**We are committed 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.**

**P.O. Box 2210, Buffalo, New York 14240-2210**

**☎ 1.866.587.8674 ☎ 1.888.548.7690 🌐 justenergy.com ✉ cswest@justenergy.com**

**THIS AGREEMENT IS ONLY VALID FOR NEW JUST ENERGY RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS IN PEOPLES, NORTH SHORE AND NICOR SERVICE AREAS.  
NO CHANGES TO THE PRE-PRINTED TERMS APPLY.**

## General Terms and Conditions (Residential and Small Commercial Customers)

**1. Key Defined Terms. Agreement:** Collectively, the Customer Agreement (front page, the online enrollment page website, and the welcome email), the Acknowledgment Form, and these General Terms and Conditions. **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 paying an Early Termination Fee. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you" and "your". **Deemed Monthly Consumption:** Your metered Gas consumption as read and reported by the Utility, prorated by the number of days to each calendar month to which it applies. **Deemed Monthly Just Energy Price:** Your Price for Gas prorated by the number of days to each calendar month for which it applies. **Deemed Monthly Utility Price:** Your Utility price prorated by the number of days to each calendar month for which it applies. **Future Use:** Our reasonable calculation of your anticipated Gas consumption for the remainder of the Term. **Gas:** Natural gas commodity that we will supply to your Location. **ICC:** Illinois Commerce Commission. **Intro Price:** The rate we charge you for Gas during the first three billing cycles of the Agreement following the Start Date, as listed on the Customer Agreement. The Intro Price is based on the published Utility Price for the associated month. The Intro Price is a discount price from the Utility Price that is offered by Just Energy. **Just Energy:** Just Energy Illinois Corp. d/b/a Just Energy. Also referred to as "we", "our" or "us". **JustGreen™:** our green energy option for natural gas ("JustGreen Gas"). **Location:** The gas account listed on the Customer Agreement relating to your premises for service. **NYMEX:** the published NYMEX Monthly Contract Last Settlement Price in \$/MMBTU divided by 10 to convert to \$/therm for the applicable month, as can be found at [www.eia.doe.gov](http://www.eia.doe.gov). **Price:** As set out on the Customer Agreement, the Natural Gas Price and JustGreen Gas Price, as applicable. **Small Commercial Customer:** A Customer that uses less than 5,000 therms annually, or is otherwise accepted by Just Energy to qualify under this Agreement. **Utility:** Your local distribution utility. It could be: Northern Illinois Gas Company d/b/a Nicor Gas ("Nicor"); or Peoples Gas, Light and Coke Company d/b/a Peoples Gas ("Peoples") and North Shore Gas Company ("North Shore"). **Utility Price:** The monthly Gas Charge filed by the Utilities with the ICC. If Nicor is your Utility, the Utility Price is reported under the Gas Charge column in the Rider 6 Historical Information Sheet in Nicor's tariff. If Peoples or North Shore is your Utility, the Utility Price is reported under the Gas Charge column in the Historical Rider 2 Information Sheet in Peoples' and North Shore's tariffs. **Variable Rate:** The variable fluctuating rate we charge you for Gas that will be determined by us according to business and market conditions and will not exceed the NYMEX plus \$0.30 per therm. We will not change the Variable Rate more than once in each monthly billing cycle.

**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 consumption requirements to the 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 a gas supplier other than us; and (b) will not cancel or modify our appointment as your exclusive agent.

**3. Acceptance, Verification.** This Agreement is conditional upon our acceptance of it. 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 (existing 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 related to this Agreement.

**4. Term.** The Term of this Agreement begins on the "Start Date" and expires on the "End Date" (if no selection is made, it is deemed the longer of the available options). **Start Date:** the day we begin supplying Gas to your Location under this Agreement. If you are a new Customer, it will be between 15 and 120 days from signing. 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 current agreement. The Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Just Energy, not implemented by the Utility, etc.) at our discretion. **End Date:** our last day of Gas supply to your Location under this Agreement (it will be 4 or 5 years from the Start Date, depending on the Term you chose), plus any time needed to obtain a final meter read. A new Term will begin if you choose the Blend & Extend Option or if this Agreement is renewed.

**5. Renewal.** We will either automatically renew your Agreement on a month to month basis without notice, or, we will renew this Agreement with new or revised terms and conditions. If this agreement is renewed for a term greater than one month, then we will send you written notice at least 30 days before the end of the 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. We will abide by the provisions of the Automatic Contract Renewal Act and other Governing Law relating to renewals as may be in force at the time of renewal.

**6. JustGreen Gas.** We will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset your natural gas consumption multiplied by the JustGreen Gas participation level you selected up to 100%. You can request (a) to change your level or (b) to discontinue your participation at any time, so long as you are not in Breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen at any time. If JustGreen is discontinued by you or by us, you will then stop paying for it but the rest of this Agreement will remain in effect. Carbon credits that we purchase and retire on your behalf will: (a) relate to carbon credits produced in the year you pay for JustGreen (plus or minus 12 months) and (b) remain our legal property. Depending on your Utility, JustGreen-related charges may appear as a separate line item on your bill or be included in the Energy charge.

**7. Charges (and Credits) under this Agreement.** We will supply you with Gas and JustGreen for the Location, as applicable. You agree to pay for the related charges, plus taxes. You will be charged the Intro Price for Gas for the first three billing cycles of the Agreement. The Intro Price only applies to charges relating to the supply of Gas and not JustGreen Charges. **7.1 Gas Charge.** For the first 3 billing cycles from the Start Date you will be charged your Gas consumption (in therms) multiplied by your Intro Price. After the Intro Price period expires, you will be charged your Gas consumption (in therms) multiplied by a Variable Rate. **7.2 JustGreen Gas Charge.** Your Gas consumption (in therms) multiplied by your JustGreen Gas Price. **7.3 Utility Charges (Credits).** Customer will continue to be responsible for all regulated Utility delivery, transportation, and other charges (or credits) pursuant to Customer's Utility's tariffs on file with the Illinois Commerce Commission. **7.4 Taxes.** You will pay lawful taxes that may apply to the charges. Depending on your municipality, you may avoid local taxes on the supply portion of the bill.

**8. Billing, Payment.** Your Utility will normally bill you on our behalf, but we have 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 we will charge you a late payment fee, currently set at 1.5% per month. We can correct a billing error up to 15 months after the original erroneous bill and you will then receive a forward credit or debit on your bill. If we are charged a billing fee from your Utility as a cost for billing you, we may pass it through to you.



**9. Lock-In Option.** At any time after your Start Date, you may request a Fixed Rate instead of the monthly Variable Rate for this Agreement for up to the entire remaining portion of your term or a portion thereof. If you exercise this option you will be charged the Fixed Rate price multiplied by your consumption in therms for the remainder of your Term. To find out what the Fixed Rate for Gas is, you must call Just Energy Customer Service at: 1.866.587.8674. The Fixed Rate at the time will be determined by Just Energy at its sole discretion, and will be consistent for all customers according to their applicable Utility during that calendar month. Should you exercise this option, it may take up to 2 billing cycles for the Fixed Rate to take effect. This option cannot be exercised if there are less than 6 months remaining in your Term.

**10. Ending this Agreement Early, Default.** If this Agreement 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 Agreement, without paying an Exit Fee, within 30 days from the date of your first bill under this Agreement. You may cancel this Agreement via verbal or written communication to Just Energy at any time and an Exit Fee will not apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Just Energy as your supplier, an Exit Fee of \$50 will apply. If this Agreement 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 can end this Agreement, 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 Agreement; (d) you move; or (e) you fall into "Default". You will be given 15 calendar days' prior notice. You will be in Default if you (i) breach a term of this Agreement or your Utility's rules; or (ii) switch to another gas supplier, including the Utility.

**11. Exit Fee. You may cancel this Agreement via verbal or written communication to Just Energy at any time and no Exit Fee will apply. If you have executed the Lock-In Option, an Exit Fee will be charged. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Just Energy as your supplier, an Exit Fee of \$50 will apply. You understand that it may take us 1- 2 billing cycles to complete the switch back to default supply.**

**12. Customer Information, Credit Review.** You authorize us, for the duration of the Term, 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 and our service providers. You (and signatory, if signatory is noted as your spouse) agree to Just Energy obtaining a credit report and investigating your (and, if applicable, signatory's) 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. 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.

**13. 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.

**14. Disputes. Binding Arbitration:** Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. If unresolved after 45 days, you can refer it to the ICC at 1.800.524.0795 or via website [www.icc.illinois.gov](http://www.icc.illinois.gov). 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 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 all or any part of our interest in this Agreement, including to another alternative gas supplier, without your consent. You cannot assign your rights or obligations without our 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 Agreement; or (b) apply this Agreement to your new Location provided your new Location (1) is within the State of Illinois; (2) is in a Utility service territory with a transportation service program; and (3) requires natural gas service. 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 Ending this Agreement 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 Gas 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 Agreement until as soon as we are reasonably able to resume performance. This Agreement 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 Agreement, 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](http://justenergy.com).

**19. Governing Law.** The laws of the State of Illinois govern this Agreement.

**20. Miscellaneous.** This Agreement contains the entire agreement between you and Just Energy concerning the supply of Gas and JustGreen Gas to your Location, as applicable. 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 signatures are equivalent to original signatures. The contents of our marketing materials do not form any part of the Agreement, and were not relied on by you. If any part of this Agreement is deemed unenforceable, we can make the minimal changes for it to be legal and enforceable. If this Agreement is not implemented within 15 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 ICC) to Just Energy, or vice versa, these costs or credits will be passed through to you at no markup. This Agreement 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: Nicor 1.888.642.6748; Peoples 1.866.556.6002; or North Shore 1.866.556.6005.**

**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](http://justenergy.com).

Just Energy Illinois Corp.



Executive Vice President