NATURAL GAS FIXED PRICE PROGRAM
(Customer Agreement)

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

SVC

Customer Information

The Customer is responsible for ensuring the accuracy of the information set out below.

This Agreement is for a: ☐ Home ☐ Business Signatory is: ☐ Customer ☐ Authorized Representative

Account Holder ("Customer"). Provide full legal business name (and name on Utility bill, if different).

Billing Address (and address for receiving notices) | Unit Number | Street Number | Street Name

City | Province | Country | Postal Code

Day / Evening / Weekend

Best Time to Contact | Preferred Phone (with ext.) | Alternative Phone | E-Mail

Service Address is: ☐ Same as Billing Address

Unit Number | Street Number | Street Name | City | Prov. | Country | Postal Code

B.C. CA

Signed at: ☐ Billing Address ☐ Service Address

Unit Number | Street Number | Street Name | City | Prov. | Country | Postal Code

Essential Agreement Information

I, the Customer, choose Just Energy (B.C.) Limited Partnership ("Just Energy") to be my supplier of natural gas commodity ("Gas") and JustGreen, if selected, to the Location enrolled under this Agreement. I understand and accept:

a) **Stability.** This Agreement offers price stability and does not guarantee financial savings. It is with Just Energy, a Gas marketer, and not with my Utility.

b) **Term.** The Term of this Agreement will begin on the Start Date, which will be in approximately 30-60 days from signing and it will expire on the End Date, which is 4 or 5 years thereafter, as set out below (if no selection is made, it is deemed the longer of the available options).

c) **Price.** Just Energy will supply me with Gas and JustGreen (if selected) at the Price(s) and for the Term set out below. I will pay the related charges, as applicable, plus taxes. This Agreement only covers the cost of Gas and JustGreen. I will also be responsible for regulated delivery, transportation, mid-stream cost recovery and other costs billed by my Utility.

d) **Renewal.** Before the end of the Term, this Agreement can be renewed based on Governing Law in effect at the time of renewal. Just Energy will send me written notice (containing new or revised Terms and Conditions, including Price and Term) no less than 90 days before the end of the Term. I will then have 30 days to select my preferred renewal terms or to cancel the Agreement. If I do not respond to Just Energy's renewal notice, this Agreement will terminate at the end of the Term and I will be returned to the rate charged by the Utility.

e) **Presentation.** Just Energy's Independent Contractor: (i) identified him/herself clearly as representing Just Energy, a Gas marketer licensed by the BCUC, and not a utility; (ii) was wearing an Just Energy photo I.D. badge; (iii) explained that he/she was marketing Gas for Just Energy under the Commodity Unbundling Service; and (iv) provided me with a copy of the standard information booklet prepared by my Utility, FortisBC (formerly known as Terasen Gas).

f) **Exit Fees.** If I have not cancelled within the applicable Ten Day Cancellation period, I will be required to perform my obligations under this Agreement for the duration of the Term. If, following the Ten Day Cancellation period, I cause this Agreement to end early, I will pay a Gas Exit Fee capped at $75 for each year, or partial year, left in the Term. I understand that in such instances, cancellation will take effect only on the anniversary of the Start Date. (See para.11, "Exit Fees" for more information).

g) **Ten Day Cancellation.** A Customer may cancel this Agreement within 10 days from the date that it is received by the Utility from Just Energy (see para. 22, "Consumer's Right to Cancel" for more information). Customer may cancel by: e-mail (cs@justenergy.com); recorded phone call (1.866.587.8674); fax (1.888.548.7690); or by registered mail to 80 Courtneypark Drive West, Units 3 & 4, Mississauga, Ontario L5W 0B3.

CUSTOMER SIGNATURE: _____ **SIGNING DATE:** M M M D D 2 0 Y Y

PRINT NAME & TITLE: _____ **SIGNING TIME:** 0 0 : 0 0 ☐ AM ☐ PM

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 the authority to bind the Customer to this Agreement.

Natural Gas Fixed Price Program

50757

Natural Gas			JustGreen Gas		Natural Gas & JustGreen		Authorization
Term	☑	Price ($/GJ)	% Offset Gas	Price ($/GJ)	My Price ($/GJ)	☑	Customer selects the Term, Natural Gas Price and JustGreen Price as indicated.
5 Years	☐	$5.75	100%	$1.25	$7.00	☐	
			60%	$1.01	$6.76	☐	
4 Years	☐		0%	$0.00	$5.75	☐	Customer Signature

FortisBC Gas Account Number (the "Location") | Premise Number | Verification Code | **Gas Contract ID** (for office use only)

Independent Contractor Information

Source Code | Independent Contractor Name (print)

Independent Contractor Number | Independent Contractor Signature

Customer Service Information

CSR ID

CSR Name (print)

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

General Terms and Conditions
(Residential & Small Business Customers)

1. Key Defined Terms. Agreement: Collectively, the signed Customer Agreement (the front page), these General Terms and Conditions, any attached schedule of multiple locations, and the signed Notice of Appointment of Marketer and Authorization of Release of Information. **BCUC:** British Columbia Utilities Commission. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "me", "you" and "your". **Future Use:** Our reasonable calculation of your anticipated Gas consumption for the remainder of the Term. **Gas:** The natural gas we supply to your Location. **JustGreen:** Just Energy's green energy option for natural gas. **JustGreen Charge:** Customer's Gas consumption (in GJ) multiplied by the JustGreen Price. **Just Energy:** Just Energy (B.C.) Limited Partnership ("Just Energy"). Also referred to as "we", "our" and "us". **Location:** The Gas account number listed on the Customer Agreement relating to your premises for service. **Price:** Each of the Gas Price and JustGreen Price, as applicable, selected by you on the Customer Agreement. **Small Business Customer:** A Customer that uses less than 530 GJ annually, or is otherwise accepted by Just Energy as a small business that qualifies under this Agreement. **Utility:** Your local distribution company, FortisBC (formerly known as Terasen Gas), and any successor.

2. Credit Requirements and Deposits. You agree to provide us with, upon request, financial information to assist us in evaluating your creditworthiness. You also consent to us conducting a credit check with a third party organization if we determine such credit check necessary. We may require a deposit at any time during the Term of this Agreement.

3. Appointment and Authorization of Just Energy as 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 Gas and JustGreen, as applicable, requirements to the Location. You agree that, now and throughout the Term, 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.

4. 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 "next-contract", as reflected by a capital letter "N" in the upper right corner of the Customer Agreement).

5. Term. The "Term", as selected on the Customer Agreement, begins on the "Start Date" and expires on the "End Date" (if no selection is made, the Term is deemed to be the longer of the available options). ***Start Date:*** Just Energy's first day of Gas supply to the Location under this Agreement. The Start Date will be between 30 and 60 days of the signing date of this Agreement. If, however, the Location is currently enrolled under an existing agreement with Just Energy (and this is a next-contract), the Start Date is the day following the end of Customer's current agreement with Just Energy. The Start Date may be delayed (if this Agreement is improperly completed, not submitted to Just Energy, not implemented by the Utility, etc.) at our sole discretion. ***End Date:*** Just Energy's last day of Gas supply to the Location under this Agreement. It will be up to 5 years from the Start Date, in accordance with the Term selected on the Customer Agreement, plus any time required to obtain a final actual or estimated meter reading. It may take up to 30 days or more to complete Customer's switch back to the Utility or other supplier, during which time Customer remains responsible for all Just Energy charges. A new Term will begin if Customer chooses the Blend & Extend Option or if this Agreement is renewed.

6. JustGreen ("JustGreen Gas"). For the JustGreen participation level that you select, we will purchase and retire an amount of verified emissions reductions, allowances or instruments ("carbon credits") to offset 60% or 100% of your Gas consumption. You can request a change to the selected participation level of JustGreen purchased or cancel JustGreen within ten (10) days from the date of signing the Agreement. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Carbon credits purchased and retired on your behalf will: (a) relate to carbon credits produced in the year you pay for the JustGreen Gas (plus or minus 12 months); (b) on a reasonable efforts basis, be from B.C.- based projects; however, we may buy them from other North American-based sources at our discretion; and (c) remain our legal property. JustGreen-related charges will be included with the Gas Charge as a single line item on your bill.

7. Charges under this Agreement. We will supply you with Gas and JustGreen (if selected) and you agree to pay the related charge(s) plus applicable taxes (including HST). **7.1 Gas Charge.** Your metered Gas consumption multiplied by your Gas Price. It does not include any amounts charged by your Utility and you remain responsible to your Utility for its charges. **7.2 JustGreen Charge.** Your metered Gas consumption multiplied by your JustGreen Price.

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 you may be required to pay late payment 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 and other charges continue to apply, unless otherwise notified. We have the right to correct any billing error and to provide the corrected information to your Utility (we do not provide refunds).

9. Blend & Extend Option. Customer may request this option if, during the Term, Customer's Price for Gas differs from the Just Energy posted price being offered to new customers for similar agreements of similar duration to this Agreement. To qualify, the Term of this Agreement must be at least 2 years, the Customer's request must be made no less than 61 days prior to the anniversary of the Start Date, and the Customer must not be in their final year of the Agreement. Under this option: (a) the Price will be amended to a new blended Price; (b) the Term will be deemed expired and a new Term of the same duration to this Agreement will begin; (c) the blended Price and new Term will take effect as of Customer's next anniversary of the Start Date, or as soon thereafter as may reasonably be effected by Just Energy; and (d) all terms of this Agreement except for the Price and Term will remain unchanged. Customer may exercise this option once per Location in any 3 year period.

10. Ending This Agreement Early, Default. Your Ten Day Cancellation right is set out on the Customer Agreement. 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 "Default" during the Term. 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. If this Agreement has already been processed by your Utility, then it can only be cancelled effective as of the anniversary of the Start Date. If you fail to pay all amounts when due and your Utility disconnects you, we can re-enroll you upon reconnection.

11. Exit Fees. You understand that in order for Just Energy to be able to supply Gas to its customers, we enter into long term supply arrangements with suppliers of Gas to meet the forecasted consumption of its customers. If this Agreement ends early due to your Default, you must pay us liquidated damages in the amount of $1.30/GJ multiplied by your Future Use (the "Gas Exit Fee"), capped at $75 for each year, or partial year, left in the Term. You agree that the Exit Fees are genuine pre-estimates of the damages we would suffer and not a penalty or charge.

12. Customer Information. You agree that we must obtain, record and disclose your information for purposes related to our business and we may enter into arrangements with other parties requiring disclosure of your information. You consent to: (i) our sharing and disclosure of your information with the Utility and third parties, such as Just Energy's suppliers, creditors, service providers, affiliates, partners and successor companies; (ii) the recording of telephone conversations between you and us; and (iii) the maintenance of documents and recordings for such time as we may deem appropriate or required by Governing Law. You agree to provide us with notice if you object to anything in this paragraph and we will then solely collect, disclose and maintain such customer information as is necessary to fulfill the Agreement. You understand that the law may permit us to disclose certain customer information without consent, including for purposes related to law enforcement, billing and collections, Gas management, and assignment of the business. You certify that all of the information you have provided, and upon which we rely, is true, complete and correct and agree to promptly notify us of any changes. You agree the Utility may also advise of any such change and that incorrect customer information may 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, etc. We are not liable for any act or omission of your Utility.

14. Enquiries, Dispute Resolution. If you have an enquiry or dispute arising out of this Agreement, you agree to first contact us. Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. If unresolved after 45 days, the dispute will be referred to and resolved by arbitration administered by the BCUC in accordance with its Code of Conduct for Gas Marketers (the "Code"). You may obtain a copy of the BCUC's Code from us upon request.

15. Amendment, Assignment. We can change the Terms and Conditions of this Agreement upon not less than 60 days notice to you and you will have 30 days from the date the notice is sent to elect against continuing the Agreement under such amended Terms and Conditions, in which case the original Terms and Conditions of the Agreement will prevail (we will not amend the Price or Term without your consent). We can assign this Agreement to another licensed Gas marketer without further notice to you, at our discretion. You cannot assign this Agreement without our express written permission.

16. Moves. You will give us 45 days notice before you move or change your Location (each a "move"). ***Residential Customers:*** If you move during the Term, then this Agreement will apply to your new Gas account (the "new Location") provided that the new Location is served with natural gas, that it is in an eligible service territory, and that we are able to apply the Agreement to it. ***Commercial Customers:*** The Agreement terminates upon your move (however, if your new Location is served with natural gas, is in an eligible service territory, and we are able to apply the Agreement to it, you may extend the Agreement to the new Location at the same Price and for a period close in duration to the time remaining in the Term, so that you may avoid paying Exit Fees).

17. Inability to Perform. You accept that certain events beyond our control, including force majeure events declared by our direct or indirect suppliers, such as labour problems, severe weather or economic conditions, acts of God, etc.), 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 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 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 must send any written notice 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. Our Civic address is 3665 Kingsway, Suite 330, Vancouver B.C. V5R 5W2.

19. Governing Law. The laws of B.C. govern this Agreement.

20. 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. The contents of Just Energy's marketing materials do not form part of the Agreement and were not relied on by Customer. The total cost of this Agreement is the Price multiplied by your total consumption for the Term plus all other amounts mentioned in this Agreement, as applicable. Electronic, e-mail 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.

21. Emergency. In a Gas-related emergency, contact the appropriate emergency personnel or the Utility: FortisBC (formerly known as Terasen Gas) at 1.888.224.2710.

22. Consumer's Right to Cancel. This is a contract to which the *Business Practices and Consumer Protection Act* applies. You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.

Just Energy operates pursuant to BCUC License Number A-15-13.

Just Energy (B.C.) Limited Partnership by its general partner Just Energy Corp.

Executive Vice President

Just Energy sources Gas from suppliers who meet high standards of excellence.

it's your choice

UNDERSTAND YOUR OPTIONS BEFORE YOU SIGN A CONSUMER AGREEMENT.

CUSTOMER CHOICE

STANDARD INFORMATION BOOKLET

THERE IS NO OBLIGATION TO SIGN A CONSUMER AGREEMENT.

Before you sign an agreement, visit fortisbc.com/choice to view what each of the gas marketers have to offer.

Important: Please read this brochure before your 10-day cancellation period expires.

What questions should you ask a gas marketer?

Before you sign an agreement with a gas marketer, be sure that you have done your homework. These questions may help you gather the information you need to make an informed decision.

1. What is your price per gigajoule of gas?
2. How long is the term of this agreement?
3. Is the price per gigajoule of gas fixed over the entire term of the agreement? Or can it vary?
4. How does your gas price compare to other gas marketers' fixed prices and to FortisBC's variable prices?
5. What are the benefits and risks involved in a fixed term agreement?
6. What commitments will be made on my behalf?
7. What are the financial obligations and potential additional charges?
8. What are the renewal provisions of the agreement?
9. What is your company's track record in supplying natural gas?
10. Who is authorized to sign an agreement with a gas marketer?
11. If I am not satisfied with the agreement and want to cancel within the 10-day cancellation period, what is the best way to contact you?
12. Will you provide me with a confirmation number telling me the cancellation process is complete?
13. After my 10-day cancellation period has ended, what are the rights and penalties for early termination of the agreement? Is there a minimum agreement term?
14. How many days does it generally take for my agreement to be sent and enrolled with FortisBC? How would I know when my 10-day cancellation period ends?
15. If I move to a new home, what information do I need to provide your company and FortisBC? Does the agreement follow me to my new home?

Know what to compare

When it comes to comparing a gas marketer's fixed rate and FortisBC's variable rate, there is only one number you need to compare–the cost of gas per gigajoule.

Cost of gas (13.8 GJ at 4.568 per GJ)

Your FortisBC natural gas statement

FORTIS BC™
Formerly Terasen Gas Inc.

Name:	BOB SMITH
Service address:	1245 MAIN STREET ANYTOWN
Rate class:	Residential
Billing date:	Jan 27, 2011

Account number	Due date	Amount due	Amount paid
450000	Feb 19, 2010	$159.05	

Previous bill	83.42	
Less payment - Thank you	83.42 CR	
Balance from previous bill		0.00
Delivery charges		
Basic charge	11.84	
Delivery (13.8 GJ at 3.207 per GJ)	44.26	
	56.10*	
Commodity charges		
Midstream (13.8 GJ at 1.349 per GJ)	18.62	
Cost of gas (13.8 GJ at 4.568 per GJ)	63.04	
ABC Gas Marketer	81.66*	
Call 1-888-888-8888 for cost of gas related inquiries		
Other charges and taxes		
Carbon Tax		13.71*
HST (5% of * amounts) Reduced by Residential Energy Credit		7.58
Please pay		**$159.05**

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1. What is Customer Choice?

Customer Choice offers you the freedom to choose who you buy natural gas from, and how. Independent gas marketers offer natural gas at long-term fixed prices. Customers can purchase natural gas from a gas marketer or from their local natural gas utility. It's the customer's choice.

Gas marketers sell fixed rate agreements that vary in length from one to five years. The contracts are available to both residential and business customers.

With a fixed rate, the price you pay for your natural gas will remain the same for the duration of the agreement. It will not fluctuate with the daily changes of energy prices.

Your local natural gas utility offers a rate that can change as often as four times per year. Their variable rate is reviewed quarterly by the BC Utilities Commission and adjusted up or down to reflect current changes in market conditions.

Your local natural gas utility, or a gas marketer.
It's your choice.

2. Why do we have a choice?

Customer Choice was developed in response to the provincial government's 2002 energy policy. Similar programs are available in Ontario, Manitoba and Alberta, as well as in other areas throughout North America.

Customer Choice is overseen by the BC Utilities Commission (BCUC).

To participate in Customer Choice, gas marketers must be qualified, approved and licensed by the BCUC. Although not regulated like a utility, gas marketers must adhere to the BCUC's Rules for Gas Marketers and Code of Conduct for Gas Marketers.

These publications are available for review at
bcuc.com/NaturalGasMarketers.aspx

3. Assessing your options

Fixed price Consumer Agreements offered by gas marketers provide price security and potential cost savings. This choice is comparable to a homeowner locking into a mortgage at a fixed rate as opposed to choosing a variable rate where the price can change.

There are a number of reasons consumers may select one option over another. **A rate comparison chart is available at fortisbc.com/choice**

The BC Utilities Commission (BCUC)

The BCUC is the provincial body for regulating utilities in British Columbia and helps to ensure that consumers receive safe, reliable and non-discriminatory energy services at fair rates.

The Commission will rule on Consumer Agreement disputes and help investigate complaints related to the marketing practices of gas marketers.

4. Potential risks of your choice

By signing a Consumer Agreement with a gas marketer, you are committing to buying natural gas at a fixed price for one to five years. The amount you pay over that period could end up being more or less than what you would have been charged by your natural gas utility for the same period. It all depends on the future market price of natural gas.

Please note, there is no guarantee that a fixed-rate agreement will save you money.

5. Certainty behind your choice

No matter which option you choose, your natural gas utility will continue to deliver your natural gas, safely and reliably. And you'll continue to enjoy the same range of services and payment options you enjoy today. You will not receive an additional statement. The gas marketer's charges will appear on your utility statement.

Should your gas marketer surrender or lose its licence, your account will be returned to your local natural gas utility with no interruption in gas supply. **However, you may be charged for gas at a higher rate than the current FortisBC regulated rate.**

6. Understanding how a gas marketer operates

While the BCUC oversees gas marketers' marketing activities, the BCUC does not regulate the prices they offer. As in any competitive market, gas marketers are free to offer different prices and terms to each consumer.

As a customer, you are free to decide if a fixed rate is right for you and, if so, which offering from which gas marketer best meets your needs. Gas marketers are allowed to offer agreements for the supply of natural gas with fixed prices for terms lasting from one to five years.

This is not the case, however, with your local natural gas utility. As a regulated utility, it must offer the same price to all consumers in the same rate class. FortisBC cannot offer different prices to consumers in the same rate class.

Once you make a commitment with a gas marketer, you must fulfill the terms of the agreement.

For residential customers–if you change residences, your natural gas Consumer Agreement will move with you unless you move into an area ineligible for participation in Customer Choice.

For commercial customers–if you move to another location, your Consumer Agreement is cancelled. If you would like to re-enrol you will need to contact your preferred gas marketer.

Please visit **bcuc.com** or **fortisbc.com/choice** for a copy of the Rules for Gas Marketers, the Code of Conduct for Gas Marketers and a list of currently licensed gas marketers.

7. Understanding how a gas marketer makes money selling natural gas

Gas marketers make money by selling natural gas under different terms and conditions related to pricing. They use a variety of buying strategies to acquire long-term, fixed-price natural gas agreements. And they are able to purchase large blocks of natural gas at wholesale prices that are not usually available to smaller volume consumers. They then offer natural gas at a fixed-price to consumers using different pricing arrangements that allow them to earn a profit. Gas marketers also make money by buying and selling natural gas in the wholesale market.

Gas marketers may also be able to offer different commodity prices over different time periods that take into consideration a customer's specific needs.

Unlike the gas marketers, FortisBC is a distribution utility that operates under regulations set out by the BCUC. The natural gas utility's regulated rate for natural gas is based on recent gas purchases and what the utility forecasts it will have to pay in the future to provide gas to its customers. The cost for the natural gas passes directly to customers. Rates are reviewed by the BCUC and may change on a quarterly basis.

8. Understanding how a gas marketer will deliver natural gas to you

Should you opt to purchase your gas from a gas marketer, there will be no interruption to your natural gas service. FortisBC will continue to deliver your natural gas, just as it currently does–through the same pipelines and through the same meter.

Gas marketers are legally obligated to meet their gas delivery requirements as set out by FortisBC. Should a marketer fail to meet its gas delivery requirements, FortisBC will step in as the Supplier of Last Resort. This is your assurance that you will continue to receive an uninterrupted supply of gas.

The gas marketer will be liable for financial penalties for any failure to deliver.

9. Understanding your Consumer Agreement

There are two documents that you, as the consumer, need to sign if you decide to participate in Customer Choice. These documents are provided to you by the gas marketer.

a) Notice of Appointment of Marketer

The Notice of Appointment of Marketer is a form that you must sign in order to enter into a supply agreement with a gas marketer. The signed form ensures that you have given the authorization FortisBC requires, under privacy legislation, to release your consumption history to the gas marketer. It also ensures that you are proactively participating in the process and have agreed to their billing and collections arrangements. And, in the event your marketer fails to meet its gas delivery requirements, the signed form serves as the authorization FortisBC needs to continue delivery of natural gas to your home or business.

b) Consumer Agreement with the marketer

The Consumer Agreement with the gas marketer outlines the terms and conditions of the supply agreement between you and the gas marketer. It will include these essential elements of the offer:

- price in Canadian dollars per gigajoule
- length of term
- renewal provisions
- penalties and terms for early termination of Consumer Agreement, including minimum agreement term
- conditions that may affect the price or term of the offer

Lastly, your gas marketer is required to conduct a Third Party Verification (TPV) for door-to-door sales of residential consumers. Third Party Verification is a digitally recorded telephone call between the gas marketer and the residential consumer to confirm the consumer's understanding of the Offer, Consumer Agreement, Confirmation Letter and Cancellation Rights.

10. Cancelling your Consumer Agreement

If, after signing with a gas marketer, you decide that Customer Choice is not for you, the BCUC has mandated a cancellation period during which you can cancel your agreement without penalty.

The period begins 10 calendar days from the date that the utility receives the enrolment request from the gas marketer. This generally coincides with the date on the Confirmation Letter sent to you by the natural gas utility.

After signing an agreement with a gas marketer

- **Residential customers** receive a Confirmation Letter from the local gas utility that provides a summary of the agreement entered into with the gas marketer. It also provides a deadline date by which time consumers must call the gas marketer if they want to cancel the agreement. This is the 10-day cancellation period.

- **Commercial customers** do not receive a Confirmation Letter, but are given 10 days by the gas marketer in which to call if they want to cancel their agreement.

11. What happens if you move to a new home?

Once you have signed a Consumer Agreement you have an obligation to ensure your agreement moves to your new residence, as long as it remains in an area served by Customer Choice (note: Customer Choice is not available to residents of Vancouver Island, the Sunshine Coast, Whistler, Revelstoke or Fort Nelson). Please contact FortisBC at 1-888-224-2710 to let them know your move details.

12. What happens at the end of your gas marketer agreement?

At the end of your agreement, it will be automatically renewed or you can advise the marketer that you will be cancelling the agreement.

Your Consumer Agreement should clearly set out the renewal provisions, including those for default rollover.

a) The gas marketer is required to give you no less than 90 days notice prior to the renewal date.

b) After receipt of written notice from the gas marketer, you are given 30 days to select renewal terms or cancel the agreement.

c) If you choose to cancel the agreement and return to the utility, the gas marketer must notify FortisBC within two business days of receiving notice from the consumer.

d) Should you take no action to cancel the existing agreement or sign a new agreement with another gas marketer, then the existing Consumer Agreement will be automatically renewed with the same fixed price for a 12-month period.

13. What happens if you have a concern about your agreement with a gas marketer?

Remember, the gas marketer is independent of your gas utility. The gas utility is not responsible for resolving complaints or disputes that you may have with a gas marketer.

a) If you have a problem, you should attempt to resolve it by directly contacting the gas marketer first. If you have any questions or concerns regarding the price of the gas you are paying or will be paying, you must contact your gas marketer. Call FortisBC if you have any questions about your monthly statement, the delivery of gas, or if you experience a gas emergency.

b) If you have a dispute with your gas marketer regarding your agreement that remains unresolved, you may call FortisBC at 1-888-224-2710 to log the dispute. FortisBC will compile this information and forward it to the BCUC for investigation/resolution.

c) The BCUC will investigate complaints related to the marketing practices of gas marketers as outlined in the Rules for Gas Marketers and in the Code of Conduct for Gas Marketers. These documents are available for review at **fortisbc.com/choice** and **bcuc.com**

14. What about billing?

If you choose to purchase your natural gas from a gas marketer, FortisBC will still send you a monthly gas statement for your total monthly cost. Your statement will separately list FortisBC's delivery and midstream charges, and the gas marketer's cost of gas. The gas marketer's charge is for the cost of gas only and all other charges will remain with FortisBC.

Who should you contact?

Regardless of whether you choose to purchase your gas from a gas marketer or your local gas utility, the utility will continue to ensure safe, efficient and reliable delivery to your home or business.

In the event of a gas leak or other emergency, the utility will continue to provide 24-hour emergency response. If you smell gas or have another gas-related emergency, contact the FortisBC natural gas emergency line at **1-800-663-9911**, your local fire department or **911**.

For inquiries and questions related to a gas marketer's natural gas price, call the gas marketer directly at the phone number that will be shown on your statement.

To contact FortisBC natural gas customer service, call **1-888-224-2710** or e-mail **gas.customerservice@fortisbc.com**

Before you sign

Entering into a Consumer Agreement is a serious undertaking and before you do so, please take the time to inform yourself about your choices. For complete program information and a list of qualified gas marketers, visit **fortisbc.com/choice**

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CUSTOMER CHOICE