

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 begins on the Start Date and expires on the End Date, plus any time needed to obtain an actual or estimated final meter read. 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. A new Term will begin if you choose 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 Offsets 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 % Offset 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 4 years and Customer’s request must be made at least 6 months prior to the End Date. 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 re-connection.

11. Exit Fees. You understand that in order for Just Energy to be able to supply Gas and JustGreen to its customers, we enter into long term supply arrangements with suppliers of Gas and JustGreen 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 4190 Lougheed Hwy., Ste. 206, Burnaby, B.C. V5C 6A8.

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 (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.

Just Energy operates pursuant to BCUC License Number A-21-11.