



## NATURAL GAS AND ELECTRICITY FIXED PRICE PLAN (Customer Agreement)

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

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### GENERAL TERMS AND CONDITIONS (RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS)

**1. Key Defined Terms. Agreement:** Collectively, the Customer Agreement (front page, any enrollment correspondence and/or online registration materials), the Uniform Disclosure Statement/Acknowledgment Form, these General Terms and Conditions and any Schedule of Multiple Locations. **Breach:** You will be in Breach if you (i) violate a term of this Agreement or your Utility's tariffs or policies; or (ii) switch to another retail electricity and/or gas supplier, including the Utility. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you" and "your". **Commodity:** the Electricity and/or Gas commodity that we will supply to your Location(s) as per this Agreement. **ICC:** Illinois Commerce Commission. **Just Energy:** Just Energy Illinois Corp. and Just Energy Solutions Inc. Also referred to as "we", "our", and "us". **JustGreen™:** our green energy product option for natural gas ("JustGreen Gas") and our green energy product option for electricity ("JustGreen Electricity"). **Location:** The gas and/or electricity account listed on the Customer Agreement relating to your premises for service. **Price:** as set out on the Customer Agreement, the Electricity and/or Gas Price. **Utility:** your local electricity or natural gas distribution utility. **Utility Price:** the published Price to Compare found on [pluginillinois.org](http://pluginillinois.org).

**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 and/or Electricity 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 and/or electricity supplier other than us; and (b) will not cancel or modify our appointment as your exclusive agent. Unless otherwise agreed, all electric service associated with account numbers provided will be enrolled for Ameren Electric Customers.

**3. Enrollment.** Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us and permitted by Illinois law); (c) if you are a Gas customer, you are creditworthy; (d) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product; and (e) you are not already enrolled with us (existing customers cannot enter into this Agreement except pursuant to a re-contract, as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). At our discretion, if you have not been enrolled within 60 days of executing this Agreement, it may terminate without penalty to either party.

**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 and/or Electricity 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 or renewal), 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 and/or Electricity supply to your Location under this Agreement (it will be the Term from the Start Date, 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:** Automatic Contract Renewal. This Agreement will expire on the last day of the billing cycle in the last month of the Term ("Term End Date"). The Term End Date will depend on the utility's enrollment processing time and may be later than anticipated. Unless otherwise notified by Just Energy, this Agreement will automatically renew on the first billing cycle following the Term End Date. You may cancel this Agreement at any time without a termination fee or penalty during the Term and

prior to automatic renewal by contacting Just Energy. Just Energy will provide notice of contract expiration and renewal in accordance with Illinois law.

**6. JustGreen.** 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%. We will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to your electricity usage multiplied by the JustGreen Electricity 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 and green energy that we purchase and retire on your behalf will remain our legal property.

**7. Charges (and Credits) under this Agreement.** We will supply you with Electricity and/or Gas and JustGreen for the Location, as applicable. **7.1 Electricity Charge.** You will be charged your Electricity consumption (in kWh) multiplied by the Electricity Price. **7.2 JustGreen Electricity Charge.** Your Electricity consumption, in kWh, multiplied by your JustGreen Electricity Price. **7.3 Gas Charge.** You will be charged your Natural Gas consumption (in therms) multiplied by the Gas Price. **7.4 JustGreen Gas Charge.** Your Gas consumption, in therms, multiplied by your JustGreen Gas Price. **7.5 Utility Charges (Credits).** You will continue to be responsible for any regulated Utility delivery and other charges (or credits) pursuant to your Utility's tariffs on file with the Illinois Commerce Commission. **7.6 Taxes.** You will pay lawful taxes that may apply to the charges.

**8. Billing, Payment.** Your Utility will normally bill you on our behalf, but we have the right to bill you directly, which may be exercised in our sole discretion. You agree to pay all amounts on your bill by the stated due date. If you fail to do so, then (a) your Utility will charge you a late payment fee; and (b) we may terminate this Agreement. 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. **Budget Billing:** You can choose to be billed under the budget billing (level payment) plan administered by your Utility. Contact your Utility for details.

**9. Blend & Extend Option.** You can request this option if, in the future, your Price for Gas and/or Electricity differs from the price we are offering to new customers, for Agreements like yours. To qualify, your Term must be greater than 2 years and your request must be made at least 6 months prior to the End Date. If we accept your request, we will offer you a new blended Price (based on a weighted average of your Price and the future posted price) and a new Term. All terms of this Agreement except for the Price and Term will remain the same. You can request this option no more than once per 2 year period. Contact us for details.

**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 may cancel this Agreement at any time without paying an Exit Fee. This Agreement will not be processed if you cancel this Agreement at any time prior to midnight of the tenth business day (for gas) and the tenth calendar day (for electricity) after your Utility sends a notice confirming you have switched your gas and/or electricity supply to Just Energy. 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 are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; (e) there is a material change in the way you consume electricity and/or natural gas, such as but not limited to installation or removal of equipment; (f) you move; or

(g) 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; (ii) fail to make timely payments; or (iii) switch to another gas and/or electricity supplier, including the Utility.

**11. Cancellation.** You may cancel this Agreement via verbal communication to Just Energy at any time and no Exit Fee 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 to access, use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to your Utility, our affiliates and our service providers. You (and signatory, if signatory is noted as your spouse/civil union partner) 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. 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.** Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. If unresolved, you can refer it to the ICC at 1.800.524.0795 or via website [www.icc.illinois.gov](http://www.icc.illinois.gov).

**15. Amendment, Assignment.** We may amend this Agreement by sending you written notice. If a Change in Law occurs, Just Energy may pass through any associated costs or credits to you without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects Just Energy's ability to perform its obligations under this Agreement. If this happens, these costs or credits will be passed through to you at no markup and you will be given 30 days' notice. We may assign all or any part of our interest in this Agreement, including to another alternative gas and/or electricity 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 an gas and/or electricity choice plan; and (3) requires gas and/or electricity 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 terminating the Agreement.

**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 and/or Electricity or JustGreen and/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 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). You agree to the recording of phone calls related to this Agreement. You give us permission to contact you via automated or pre-recorded phone calls concerning your account. To withdraw this permission, contact our Customer Service Department. 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/or Electricity and/or JustGreen 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, email and fax 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 electricity supply, call your Utility. **Ameren: 1.800.755.5000 or ComEd: 1.800.334.7661.** 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. Utility Contact Information.** You can reach your Utility at the following number: **Ameren: 1.800.755.5000; ComEd: 1.800.334.7661; Nicor 1.888.642.6748; Peoples 1.866.556.6002; or North Shore 1.866.556.6005.**

**23. 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). President, North America