

## General Terms and Conditions For Residential Customers

**1. Key Defined Terms. Agreement:** Collectively, the Customer Agreement (front page), General Terms and Conditions and any other attached Schedule. **Customer:** The account holder named on the Customer Agreement. Also referred to as “I”, “my”, “you”, “your”. **Energy:** the natural gas ("Natural Gas") and/or the electricity ("Electricity") we supply to your Location. **Just Energy:** Just Energy Solutions Inc. Also referred to as “we”, “our”, “us”. **Price:** the rate we charge you for Energy according to the front page of this Agreement. It will be fixed but subject to change per Section 6.3. **Location:** Each natural gas and/or electricity account listed on the Agreement and any attached Schedule relating to your premises; each is a separate "Location" bound by this Agreement. **MPSC:** The State of Maryland Public Service Commission. **Party:** us or you; collectively “Parties”. **PJM:** PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 13 states, including Maryland and the District of Columbia. **Utility:** your local Energy distribution utility (including any successor). At any given time, the Utility’s price for Energy commodity may be lower or higher than our price.

**2. Notice and Details of Appointment of 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 Energy requirements to your 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 an Energy supplier other than us; and (b) will not cancel or modify our appointment as your exclusive agent in providing Customer’s full Energy requirements to the Location.

**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) as required by the rules of the State of Maryland; (c) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product; and (d) 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 is specified on the Customer Agreement. A new Term will begin if this Agreement is renewed or otherwise extended. The Term begins on the **Start Date**, which will be our first day of Energy supply to you under this Agreement. Should the Start Date be delayed (for reasons such as the Agreement being improperly completed, not submitted to us, not implemented by the Utility, etc.), we will use commercially reasonable efforts to resolve issues within its control. In the case of a renewal agreement, the Start Date will be the first date after the end of the current Agreement. If the Start Date is not within 60 days of the Estimated Start Date due to your action or lack of action, we reserves the right to cancel this Agreement without penalty and propose a new Price to you. The **End Date** will be our last day of Energy supply under this Agreement, not including any renewal or extension. The Estimated End Date is the date calculated as Start Date plus Term, and the actual End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete your switch back to Utility or other supplier. You remain responsible for all the charges through, to, and including the actual End Date.

**5. RENEWAL. SUBJECT TO GOVERNING LAW, WE CAN RENEW THIS AGREEMENT WITH NEW OR REVISED TERMS. WE WILL SEND YOU WRITTEN NOTICE AT LEAST 45 DAYS BEFORE THE END OF THE TERM SPECIFYING ANY CHANGES TO TERMS AND CONDITIONS OF THE AGREEMENT. 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.**

**6. Charges (and Credits) under this Agreement.** We will supply you with Energy for the Location, as applicable. You agree to pay for the related charges, taxes, and other amounts charged by the Utility including, without limitation, charges relating to transmission, delivery, uplift, congestion and service charges. **6.1 Electricity Charge.** You will be charged your Price per kWh. **6.2 Natural Gas Charge.** You will be charged your Price per therm. **6.3 JustGreen Charges.** We will purchase and retire renewable energy certificates or attributes (“green energy”) up to 100% of your electricity usage, depending on which level you selected when you enrolled. If you enrolled at the 100% level, you will be charged per the front page of this Agreement. We will purchase and retire verified emissions reductions, allowances or instruments (“carbon credits”) to offset up to 100% of your natural gas consumption, depending on which level you selected when you enrolled. Green energy and carbon credits that we purchase and retire on your behalf will remain our legal property.

**7. Billing, Payment.** Your Utility will normally bill you on our behalf, but we have the right to bill you directly. If you do not pay all amounts on your bill by the stated due date, then (a) you will be charged a late payment fee, currently set at 1.5% per month and (b) we may cancel this Agreement and return you to the Utility.

**8. 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 rescind this contract within 3 business days from the date of this Agreement. In addition, you can end this Agreement without having to pay the Exit Fee, within 30 days from the date of your first bill under this Agreement. If you contact Just Energy directly to cancel, the Exit Fee will be waived. See Section 9. **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; (v) you are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; (vi) 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; or (vii) you fall into “Default”. You will be given 45 calendar days prior notice of termination, via letter, allowing you an opportunity to remedy the termination condition. You will be in Default if you (a) breach a term of this Agreement or your Utility’s rules; (b) fail to make timely payments; or (c) switch to another energy supplier, including the Utility. If we end this agreement early, you may return to utility commodity service.

**9. 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 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 (the “Exit Fee”) will apply per commodity, per Location. You can also switch plans at any time without paying an Exit Fee if you contact Just Energy directly.

**10. Customer Information, Credit Review.** You acknowledge and 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. Our supply of Energy to you may depend on your credit worthiness. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You agree to Just Energy obtaining a credit report and investigating your 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. We, our affiliates and business partners can use your information to communicate with you about other products and services.

**11. Dispute Resolution.** You may contact us with regard to a concern or dispute under this Agreement by mail, fax or telephone using our contact information as set out at the top of the Offer Sheet. Any dispute resolution proceedings, whether in arbitration

or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action.

**12. Amendment, Assignment.** 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. For the most up-to-date variable rates, please visit [www.JustEnergy.com/Maryland](http://www.JustEnergy.com/Maryland). We may assign any part of our interest in this Agreement, including to another energy services company, without notice to you or your consent. You cannot assign your rights or obligations without our consent.

**13. 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 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.

**14. Notice.** We will send written notices relating to this Agreement to your billing address (as may be amended from time to time) or email address, if applicable. 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 give us permission to deliver automated or pre-recorded phone messages to you concerning your account and/or to notify you about other products/services provided by us or our affiliates. You may opt out of receiving such phone messages by contacting our Customer Service Department. You must send written notices 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](http://justenergy.com).

**15. Governing Law.** The laws of the State of Maryland govern this Agreement.

**16. 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. You consent to the recording of phone calls related to this Agreement. 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.

**17. Emergency.** In an emergency, call your utility: In an emergency, call your utility: BGE: 1-800-685-0123, Pepco: 1-877-737-2662, Delmarva Power: 1-800-898-8042.

**18. Consumer Information.** The service provided by the utility will continue to be offered by your local utility: BGE, Pepco or Delmarva Power. You can reach the Maryland Public Service Commission by phone toll-free at 1.800.492.0474 or by the Internet at <http://webapp.psc.state.md.us/Intranet/home.cfm>. Should you have any questions or require additional information regarding this Agreement, you can contact us at: Just Energy Solutions Inc. P.O. Box 2210, Buffalo, New York, 14240-2210, 1.866.587.8674, [contactus@justenergy.com](mailto:contactus@justenergy.com).