

Natural Gas Disclosure Statement and Terms of Service

This Agreement is for the supply of Gas, between Just Energy, Pennsylvania Corp. and the Customer identified on the welcome letter attached to this Agreement. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services.

1. Definitions. Agreement: Collectively, the Customer Agreement (front page and/or welcome letter) and the Natural Gas Disclosure Statement and Terms of Service. **Commodity Charges:** The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (dekatherms). **Customer:** The account holder named on the Customer Agreement. Also referred to as “I”, “my”, “you”, “your” **Just Energy:** Just Energy Pennsylvania Corp., (“Just Energy”). Also referred to as “we”, “our”, “us”. **Location:** Each gas account on the Customer Agreement relating to your premises is a separate “Location” bound by this Agreement. **Natural Gas:** the natural gas commodity we supply to you. **PAPUC:** the Pennsylvania Public Utility Commission. **Price:** The rate we charge you for Gas measured in Ccf (1 Ccf = 100 cubic feet). **Small Business Customer:** A nonresidential Customer that uses less than 5,125 CCF annually, or is otherwise accepted by Just Energy to qualify under this Agreement. **Utility:** Your local distribution utility: Columbia, also called a Natural Gas Distribution Company.

2. 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 full Natural Gas 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 a Natural Gas supplier other than us; and (b) will not cancel or modify our appointment as your exclusive agent.

3. Acceptance, Verification. This Agreement takes effect when you accept it and is conditional upon our acceptance of it. Our acceptance of this Agreement 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 cannot enter into this Agreement except by way of a re-contract, which may be 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. Change in Terms & Renewal. If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written notices at about 90 days and 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the Natural Gas Distribution Company is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications

5. Charges under this Agreement. We will supply you with Natural Gas. You agree to pay the related charge(s) plus applicable sales taxes, delivery, transportation and other costs billed by your utility.. **5.1 Natural Gas Charge. You will be charged a fixed rate, as identified on your welcome letter, for 12 months.** Your natural gas consumption multiplied by your Gas Price, Natural Gas Charges include some estimated sales taxes, including gross receipts tax, but excludes applicable state and local sales taxes. **5.2 Taxes.** You will pay all lawful taxes that may apply to the charges.

6. Billing and Payment. Your Utility will bill you on our behalf, but we have the right, to be exercised in our sole discretion, to bill you directly. We can correct a billing error up to 15 months after the original incorrect bill and you will then receive a forward credit or debit on your bill (we do not provide refunds).

7. Cancellation Provisions If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date. This agreement will be cancelled if you move to a new location. **Your Right to Cancel: You can end this Agreement, without having to pay a penalty at any time. 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; or (v) you fall into “Default”. If we choose to cancel this Agreement you will be provided the required notification. You will be in Default if you (a) breach a term of this Agreement or your Utility’s rules; or (b) switch to another energy supplier, including the Utility.**

8. Dispute Procedures. You may contact us by phone, email, mail, or fax with any questions concerning our terms of service. Just Energy will make every effort to resolve all customer complaints within 10 days of receipt. You may call the PAPUC if you are not satisfied after discussing your terms with us. 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 name or unnamed member in a class, consolidated, representative or private attorney general action.

10. 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 and our service providers. We, our affiliates and business partners can use your information to communicate with you about other products and services. You may notify us at any time that you wish to restrict the release of any of your customer information provided on the cover page as well as your historical billing data by notifying us through mail, email, telephone, or fax. After such notification is received, your information will be restricted subject to Governing Law.

11. 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.

12. Amendment, Assignment. We may amend this Agreement by sending you written notice. If we propose to change our terms of service we will send you two advance written notices in separate mailings between 45 and 90 days before the effective date of the changes. We will explain your options in these two advance notices. We will not amend the Term or Price without your consent. 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 Natural 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.

14. 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 give us permission to deliver pre-recorded phone messages to you concerning your account. You may opt out of receiving prerecorded 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

15. Governing Law. The laws of the Commonwealth of Pennsylvania 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. 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 cancelled 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. Please contact the PUC using the information below if you are not satisfied after discussing the terms of service contained in this agreement.

17. Contact Information. Just Energy Inc., PO Box 2210, Buffalo, New York, 14240-2210 Phone: 1.866.587.8674, Fax: 1.888.548.7690 Email: cseast@JustEnergy.com,

Website: JustEnergy.com.

18. Provider of Last Resort. Columbia Gas of Pennsylvania. 121 Champion Way, Suite 100, Canonsburg, PA 15317. Phone: 1-888-460-4332. Columbia Gas of Pennsylvania's universal services fund can be contacted at 1.800.537.7431. **Pennsylvania Public Utility Commission (PAPUC).** PO Box 3265, Harrisburg, PA 17105-3265. PA Utility Choice Hotline Number: 1.800.692.7380 Website: www.puc.state.pa.us

JUST ENERGY PENNSYLVANIA CORP.



Executive Vice President