



NATURAL GAS FIXED PRICE PROGRAM

*Just Energy is a Leading Competitive North American Retailer
of Natural Gas, Electricity and Green Energy!*

Your Agreement Details

Thank you for choosing Just Energy! In this Customer Agreement, you'll find important information about your service. We want to ensure your complete understanding so please take the time to review the information below.

I CHOOSE Just Energy Illinois Corp. d/b/a Just Energy to be my supplier of natural gas ("Gas") for the Term and Price selected in the Agreement. I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:

- a) I am entering into a contract for the Natural Gas Fixed Price Program with Just Energy to supply Gas (and the percentage of JustGreen™ Gas I choose) to the Location, at the Price and for the Term I choose at the time of enrollment. I will pay the related charges. My Term and Price can be found on my welcome email and/or letter.
- b) I am between the age of 18 and 70.
- c) Before the Term ends, the Agreement can be automatically renewed (see para. 5 of Terms and Conditions).
- d) This Agreement offers price stability and does not guarantee financial savings. It is with Just Energy; an alternative gas supplier. Just Energy is not affiliated with my local Utility, the government, or any consumer groups.
- e) I understand that the Natural Gas Price does not include regulated delivery, transportation, and other charges (or credits) billed by the Utility.
- f) If I cause this Agreement to end early, I will owe Just Energy an Exit Fee of \$50
- g) I understand that i) I can cancel this Agreement by contacting Just Energy or my Utility at any time prior to the tenth (10) business day after my Utility sends a notice confirming I have switched my gas supply to Just Energy; ii) Just Energy extends my right to cancel without Exit Fees to 30 calendar days after the date of my first bill under the Agreement; and iii) if I cause this Agreement to end early, I will owe Just Energy a one-time Exit Fee of \$50.
- h) To request cancellation, I can contact Just Energy by telephone, mail, e-mail, or fax.
- i) I have received, reviewed and agree to the General Terms and Conditions forming part of this Agreement.

I, THE CUSTOMER, HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESSDAY AFTER THE DATE ON THE UTILITY NOTICE CONFIRMING THAT I HAVE SWITCHED MY GAS SUPPLY TO JUST ENERGY. I ALSO HAVE THE RIGHT TO CANCEL THIS AGREEMENT, WITHOUT PAYING AN EXIT FEE, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH DAY OF THE DATE OF MY FIRST BILL UNDER THIS AGREEMENT. I HAVE BEEN PROVIDED AND READ THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**I have read the above and understand and agree to the Terms and Conditions of this Agreement.
I am at least 18 years old and have full signing authority.**

Our Service Commitment

We are committed to your satisfaction. Should you have any questions in regards to your service, please do not hesitate to contact us by any of the below methods.

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

☎ 1.866.587.8674 ☎ 1.888.548.7690 🌐 justenergy.com ✉ cswest@justenergy.com

**THIS AGREEMENT IS ONLY VALID FOR NEW JUST ENERGY RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS IN PEOPLES, NORTH SHORE AND NICOR SERVICE AREAS.
NO CHANGES TO THE PRE-PRINTED TERMS APPLY.**

General Terms and Conditions (Residential and Small Commercial Customers)

1. Key Defined Terms. Agreement: Collectively, the Customer Agreement (front page, the online enrollment page website, and the welcome email), the Acknowledgment Form, and these General Terms and Conditions. **Breach:** you will be in Breach if you (i) violate a term of this Contract or your Utility's rules; or (ii) switch to another retail gas supplier, including the Utility, without paying an Early Termination Fee. **Customer:** The account holder named on the Customer Agreement. Also referred to as "I", "my", "you" and "your". **Future Use:** Our reasonable calculation of your anticipated Gas consumption for the remainder of the Term. **Gas:** Natural gas commodity that we will supply to your Location. **ICC:** Illinois Commerce Commission. **Just Energy:** Just Energy Illinois Corp. d/b/a Just Energy. Also referred to as "we", "our" or "us". **JustGreen™:** our green energy option for natural gas ("JustGreen Gas"). **Location:** The gas account listed on the Customer Agreement relating to your premises for service. **Price:** As set out on the Customer Agreement, the Natural Gas Price and JustGreen Gas Price, as applicable. **Small Commercial Customer:** A Customer that uses less than 5,000 therms annually, or is otherwise accepted by Just Energy to qualify under this Agreement. **Utility:** Your local distribution utility. It could be: Northern Illinois Gas Company d/b/a Nicor Gas ("Nicor"); or Peoples Gas, Light and Coke Company d/b/a Peoples Gas ("Peoples") and North Shore Gas Company ("North Shore"). **Utility Price:** The monthly Gas Charge filed by the Utilities with the ICC. If Nicor is your Utility, the Utility Price is reported under the Gas Charge column in the Rider 6 Historical Information Sheet in Nicor's tariff. If Peoples or North Shore is your Utility, the Utility Price is reported under the Gas Charge column in the Historical Rider 2 Information Sheet in People's and North Shore's tariffs.

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 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 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 sign (which includes electronic, email and fax signatures) and 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 "re-contract", as 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. 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 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), the Start Date is the day following the end of your current agreement. The Start Date maybe 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 supply to your Location under this Agreement (it will be 4 or 5 years from the Start Date, depending on the Term you chose), 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. We will either automatically renew your Agreement on a month to month basis without notice, or, we will renew this Agreement with new or revised terms and conditions. If this agreement is renewed for a term greater than one month, then we will send you written notice at least 30 days before the end of the Term. 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. We will abide by the provisions of the Automatic Contract Renewal Act and other Governing Law relating to renewals as may be in force at the time of renewal.

6. JustGreen Gas. For the JustGreen Gas participation level you select, we will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset 60% or 100% of your Gas consumption. You can request a change to your participation level 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 (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: (a) relate to carbon credits and green energy produced in the year you pay for JustGreen (plus or minus 12 months); (b) on a reasonable efforts basis, be from Illinois-based projects; however, we may buy them from other North American-based sources at our discretion; and (c) remain our legal property. Depending on your Utility, JustGreen-related charges may appear as a separate line item on your bill or be included in the Energy charge.

7. Charges (and Credits) under this Agreement. We will supply you with Gas and JustGreen for the Location, as applicable. You agree to pay for the related charges, plus taxes. **7.1 Gas Charge.** Your Gas consumption (in therms) multiplied by your Gas Price. You understand that at any given time, the Utility's gas price may be lower or higher than your Gas Price. **7.2 JustGreen Gas Charge.** Your Gas consumption (in therms) multiplied by your JustGreen Gas Price. **7.3 Utility Charges (Credits).** Customer will continue to be responsible for all regulated Utility delivery, transportation, and other charges (or credits) pursuant to Customer's Utility's tariffs on file with the Illinois Commerce Commission. **7.4 Taxes.** You will pay lawful taxes that may apply to the charges. Depending on your municipality, you may avoid local taxes on the supply portion of the bill.

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 we will charge you a late payment fee, currently set at 1.5% per month. 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. If we are charged a billing fee from your Utility as a cost for billing you, we may pass it through to you.

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 can end this Agreement, without having to pay an Exit Fee, within 30 days of the date of your first bill under this Agreement. This Agreement will not be processed if you cancel this Agreement at any time prior to midnight of the tenth business day after your Utility sends a notice confirming you have switched your gas 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 move; or (e) 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; or (ii) switch to another gas supplier, including the Utility.

11. Exit Fee. You understand that in order for us to be able to supply Gas to customers, we enter into long term supply arrangements with suppliers of Gas to meet the forecasted needs of our customers. **If this Agreement ends early due to your Default, you must pay us liquidated damages in the amount of \$50 (the "Exit Fee").**

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 and our service providers. You (and signatory, if signatory is noted as your spouse) 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 and charge you the Exit Fee. 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. Binding Arbitration: Both parties will, in good faith, use reasonable efforts to resolve a dispute under this Agreement. If unresolved after 45 days, you can refer it to the ICC at 1.800.524.0795 or via website www.icc.illinois.gov; and, we can require you to submit to final, binding arbitration under American Arbitration Association rules. To avoid falling into Default, you must still pay all undisputed sums by their due date.

15. Amendment, Assignment. We may amend this Agreement by sending you written notice. Unless required by Governing Law (including, for example, a Utility tariff change or other regulatory order), you will have 30 days to reject the amendment, in writing. We will not amend the Term or Price without your consent. We may assign all or any part of our interest in this Agreement, including to another alternative gas 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 a transportation service program; and (3) requires natural gas 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 Ending this Agreement Early.

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 or JustGreen 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.

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). 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.

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 JustGreen Gas 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 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 gas supply, call your Utility: Nicor 1.888.642.6748; Peoples 1.866.556.6002; or North Shore 1.866.556.6005.

22. 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.

Just Energy Illinois Corp.



Executive Vice President