

Customer Disclosure Statement (Essential Agreement Information)

I choose Just Energy New York Corp., d/b/a Just Energy ("Just Energy") to supply natural gas and/or electricity commodity ("Energy") to each Location enrolled under this Agreement in accordance with my preferences set out below for a Term of 1 year. By signing this Agreement electronically, I agree to initiate commodity service and begin enrollment with Just Energy. I understand and accept:

- a) This Agreement does not guarantee financial savings. It is with Just Energy, an independent energy services company, and not with my Utility.
- b) By signing for the Natural Gas Price Protection Program [Electricity Price Protection], I agree to buy natural gas and JustGreen Gas [Electricity] (if selected) from Just Energy at the Price and for the Term set out below.
- c) By signing for the Electricity Price Protection Program, I agree to buy electricity and JustGreen Power (if selected) from Just Energy at the Price and for the Term set out below.
- d) My Natural Gas Price and/or Electricity Price will remain fixed for the duration of the Term
- e) I will pay the charges, as applicable, plus taxes (see para. 7). If I do not pay on time, I will be charged a late payment fee currently set at 1.5% per month (see para. 8). This Agreement only covers the cost of Energy and JustGreen (if selected) and, as always, I will also be responsible for regulated delivery, transmission, transportation, and other costs billed by my Utility.
- f) The Term of this Agreement will begin in about 15-120 days after the signing date ("Start Date") and end 1 year later ("End Date") as set out below. Before the Term ends, this Agreement can be renewed as allowed by law (see para. 5).
- g) If I cause this Agreement to end early, I will owe Just Energy an Exit Fee of the lesser amount of either \$50.00 (per Location, per Commodity) or \$5.50 for each month remaining in the term (per Location, per Commodity).
- h) A budget billing (level payment) plan administered by my utility is available. I can contact Just Energy or the Utility for more information.
- i) To claim any special tax exemption status, I must contact Just Energy provide proof (by mail, fax or e-mail) within 10 days. Otherwise, Just Energy has no obligation to refund tax payments that would have been exempt.

I, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT by calling or emailing Just Energy. I understand that Just Energy extends my cancellation period to 30 days from the date of my first bill under this Agreement.

General Terms and Conditions
(and Notice of Appointment of Agent)
For Residential & Small Business Customers

1. Key Defined Terms. Agreement: Collectively, the Customer Agreement (the online enrollment the welcome email and enrollment correspondence), these General Terms and Conditions, and any attached Schedule of Multiple Locations. **Customer:** The account holder named on the Customer Agreement. Also referred to as “I”, “my”, “you”, “your”. **Deemed Monthly Consumption:** Your metered Energy consumption as read and reported by the Utility, prorated by the number of days to each calendar month to which it applies. **DPS:** New York Department of Public Service (“DPS”). **Energy:** the natural gas and/or electricity, as applicable, we supply to your Location. **Future Use:** Our reasonable calculation of your anticipated Energy consumption for the remainder of the Term. **Just Energy:** Just Energy New York Corp., d/b/a Just Energy (“Just Energy”). Also referred to as “we”, “our”, “us”. **JustGreen:** our green energy option for natural gas (“JustGreen Gas”) and electricity (“JustGreen Power”). **HEFPA:** Home Energy Fair Practices Act. **Location:** Each natural gas and electricity account on the Customer Agreement relating to your premises, is a separate “Location” bound by this Agreement. **Price:** The Natural Gas Price, Electricity Price, JustGreen Gas Price and JustGreen Power Price, as listed on the Customer Agreement. **Small Business Customer:** A Customer that uses less than 5,000 therms, 5,000 Ccf or 50,000 kWh annually, as applicable, or is otherwise accepted by Just Energy to qualify under this Agreement. **Utility:** Your local distribution utility: Consolidated Edison Company of New York, Inc. (“ConEdison”); National Fuel Gas Distribution Corporation (“NFG”); The Brooklyn Union Gas Company (“National Grid”); Niagara Mohawk Power Corporation (“National Grid”); New York State Electric & Gas Corporation (“NYSEG”); Rochester Gas & Electric Corporation (RG & E); or Orange and Rockland Utilities, Inc (“O&R”).

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 Energy and JustGreen, if applicable, 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.

3. Acceptance, Verification. This Agreement takes effect when you sign (which includes electronic signatures) and is conditional upon our acceptance. You hereby appoint us as your exclusive agent to make all Energy-related supply and delivery arrangements with your Utility, transporters, and others in order to provide your full Energy requirements to your Location. Pursuant to this appointment we will, among other things, act as your agent to: (a) arrange and administer contracts and service arrangements with your Utility, and with the interstate pipeline transporters of your gas; (b) nominate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your Utility for the transportation of your gas from the Delivery Point(s) to your Location; (c) aggregate your gas with the gas supplies of our other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the Term; (d) schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your requirements based on the consumption and other information that we receive from your Utility (taking into account line loss and fuel). The Sales Point(s) for your gas will be a point or points located outside of New York State selected from time to time by us to assure service reliability. The Delivery Point(s) for gas transported by interstate pipeline(s) will be the city gate station(s) of your Utility. We agree to transport or arrange for the transportation of gas to the Sales Point(s). We, as your agent, will arrange for the transportation of the gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your Location. You agree, now and throughout the Term, that you are not, and will not be, bound by an agreement for your Location with an Energy supplier other than us, and will not cancel or modify our appointment as your agent. As between you and us, title to, control of, and risk of loss of the Sales Quantities (as defined below) supplied under this Agreement will transfer from us to you at the Sales Point(s).

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 Energy to your Location under this Agreement. If you are a new Customer, it will be between 15 and 120 days from signing. If you are an existing Customer (and this is a re-contract), it is the day following the end of your current agreement with us. You understand that the Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Just Energy, not implemented by your Utility, etc.) at our sole discretion. **End Date:** our last day of Energy supply to your Location (it will be up to 3 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 this Agreement is renewed.

5. RENEWAL. SUBJECT TO GOVERNING LAW, WE CAN RENEW

THIS AGREEMENT WITH NEW OR REVISED TERMS. WE WILL SEND YOU WRITTEN NOTICE AT LEAST 30 DAYS AND NO MORE THAN 60 DAYS BEFORE THE END OF THE TERM. IF WE RENEW YOU FOR (A) THE SAME TERMS AND CONDITIONS OF THIS AGREEMENT AT A NEW PRICE OR (B) A MONTH TO MONTH VARIABLE PRICE DETERMINED BY BUSINESS AND MARKET CONDITIONS, THEN THE NOTICE WILL SPECIFY THE DATE BY WHICH YOU MUST CANCEL THE RENEWAL AGREEMENT IN ORDER TO AVOID EARLY TERMINATION FEES. YOU WILL NOT BE CHARGED AN EARLY TERMINATION FEE IF YOU OBJECT TO THE RENEWED AGREEMENT WITHIN THREE (3) BUSINESS DAYS OF THE DATE ON THE FIRST BILLING STATEMENT UNDER THE AGREEMENT AS RENEWED. IF WE RENEW YOU UNDER TERMS AND CONDITIONS THAT DIFFER FROM (A) OR (B) OF THIS PARAGRAPH, THEN YOUR EXPRESS CONSENT WILL BE REQUIRED.

6. JustGreen. If you elect to participate in JustGreen Gas, we will purchase and retire verified emissions reductions, allowances or instruments (“carbon credits”) to offset up to 100% of your natural gas consumption. If you elect to participate in JustGreen Power, we will purchase and retire renewable energy certificates or attributes (“green energy”) to ensure that up to 100% worth of your electricity usage is produced by renewable sources such as hydro, wind or bio-mass and injected into the electricity grid. 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 New York-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 under this Agreement. We will sell and supply you, and you agree to purchase and receive from us, Energy and JustGreen, as applicable, including fuel and line loss (“Sales Quantities”). You agree to pay the Billing Quantity (as defined below), and all related charge(s), taxes and surcharges, and other amounts billed by your Utility. **7.1 Natural Gas Charge.** Your natural gas consumption (“Gas Billing Quantity”) multiplied by your fixed Natural Gas Price. **7.2 JustGreen Gas Charge.** Your Natural Gas Billing Quantity multiplied by your fixed JustGreen Gas Price. **7.3 Electricity Charge.** Your electricity consumption (“Electric Billing Quantity”) multiplied by your Electricity Price, (the Gas Billing Quantity and Electric Billing Quantity are sometimes jointly referred to herein as the “Billing Quantity”). **7.4 JustGreen Power Charge.** Your Electric Billing Quantity multiplied by your fixed JustGreen Power Price. **7.5 Billing Fee.** If we are charged a billing fee from your Utility as a cost for billing you, we will pass it through to you. It may be subject to change. The Natural Gas Charge and Electricity charge do not include transmission, transportation, capacity, ancillary service charge, NYISO charges, Utility fees, charges, or assessments, or any assessments imposed by the DPS. **7.6 Taxes.** You will pay all lawful taxes, assessments, and surcharges that may apply to the charges. This may include, but shall not be limited to, utility taxes, gross receipts taxes, surcharges, and sales or use taxes imposed on us and/or you by New York State and/or local municipalities that we pass through to you.

8. Billing, Payment. Your Utility will normally bill you on our behalf, but we have the right, to be exercised at our sole discretion, to bill you directly. If you do not pay all amounts on your bill by the stated due date, then you will be charged a late payment fee, currently set at 1.5% per month. Subject to HEFPA, 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 (we do not provide refunds).

9. Blend & Extend Option. You can request this option if, in the future, your Price for Energy differs from the Just Energy posted price being offered to new residential and small business customers. To qualify, your Term must be 3 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 once per Location in any 3 year period as applicable. 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. For Agreements to supply both natural gas and electricity (each a commodity), the cancellation of one commodity will not result in the cancellation of the other commodity. If only one commodity is cancelled, Exit Fees will be applied only to the cancelled commodity according to Section 12 of this Agreement. **Your Right to**

Cancel: A residential customer may rescind the agreement within three business days after its receipt. 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. **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". You will be given 15 calendar days prior notice. 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.

11. Exit Fee. You understand that in order for us to be able to supply Energy to customers, we enter into long term supply arrangements with suppliers of Energy to meet the forecasted needs of our customers. If this Agreement ends early due to your Default, you must pay us liquidated damages (the "Exit Fee") of the lesser amount of either \$50.00 (per Location, per Commodity) or \$5.50 for each month remaining in the term (per Location, per Commodity).

12. Suspension of Utility Service. If you fail to pay all amounts when due, Just Energy or Utility may disconnect your Utility service in accordance with Governing Law. You will be given 15 calendar days prior notice. Just Energy can re-enroll you upon re-connection.

13. 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. 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 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. We, our affiliates and business partners can use your information to communicate with you about other products and services.

14. 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.

15. Consumer Protections. Residential Customers enjoy HEFPA consumer protections relating to termination, suspension, disconnection or restoration of service, special medical or physical conditions, aged persons, recipients of social services assistance, budget billing, complaints and disputes, and deferred payment agreements. For details, contact Just Energy or the New York Department of Public Service ("DPS"), Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223; www.dps.state.ny.us; 1.800.342.3377.

16. Disputes. In the event of a billing dispute or a disagreement involving Just Energy's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact Just Energy by telephone or in writing as provided below. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at 1.800.342.3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.state.ny.us. ESCO hotline: 1.888.697.7728. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. 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.

17. 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 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.

18. Moves. You will give us 45 days notice before you move or change your Location (each, a "move"). When you move, we may, in our sole discretion: (a) end this Agreement; or (b) apply this Agreement to your new location. 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 paying the Exit Fee.

19. Inability to Perform. You accept that certain events beyond our control, called "force majeure" events, may occur during the Term. Force majeure events may include, but are not limited to, declarations by our direct or indirect suppliers that may affect our ability to supply Energy or JustGreen at your Price, events associated with your Utility, transporters, commodity suppliers, or others used to deliver

Energy or JustGreen to your Location, curtailment or disruption by your Utility or the commodity supplier, or the Utility's appropriation of Energy. 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.

20. 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.

21. Governing Law. The laws of the State of New York govern this Agreement.

22. 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 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.

23. Contact Information. Just Energy Inc., P.O. Box 2210, Buffalo, New York 14240-2210, Phone: 1.866.587.8674, Fax: 1.888.548.7690 Email: cs@justenergy.com Website: justenergy.com

24. Emergency. In an emergency, call your Utility: ConEdison - 1.800.752.6633; NFG - 1.800.444.3130; National Grid - 718.643.4050 or 1.800.892.2345; NYSEG - 1.800.572.1111; RG&E - 1.800.743.2110; O&R - 1.877.434.4100.

Just Energy



Executive Vice President