Court FileNo.CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

HAIDAR OMARALI

Plaintiff

-and-

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

Proceedings under the *Class Proceedings Act, 1992*

PLAINTIFF'S MOTION RECORD (VOLUME 2 OF 7)

(Summary Judgment Motion Returnable June 11-13, 2019)

September 5, 2018

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THIS IS EXHIBIT "12" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Role Description: Sales Representative/Energy Advisor

POSITION OVERVIEW

The Energy Advisor is responsible for door-to-door sales of Just Energy products, services and offerings. They will demonstrate the required knowledge and sales techniques necessary to successfully interact with customers.

Energy Advisors will strive to achieve daily and weekly targets. A successful candidate will execute daily and weekly routing plans.

Energy Advisors must drive sales, be performance driven and dedicated to achieving goals in order to achieve success at Just Energy while receiving little to no negative customer/consumer feedback.

MINIMUM REQUIREMENTS

Education	Highschool diploma or equivant
Experience	Direct sales experience preferred however not required however experience with customers in any platform; i.e. retail, customer service, hospitality is an assest
Knowledge and Skills	Strong verbal skills and the ability to be coachable and take direction
Other	Applicants must be authorized to work in the country where position resides

JOB LEVEL

Level	Level 1

ORGANIZATION STRUCTURE

Function	Sales

REPORTING RELATIONSHIPS

Reports To	Team Leader

AUTHORITIES AND KEY DECISION MAKING

- Individuals must use judgment to determine appropriate product and service offerings and presentation techniques during interaction with clients
- Individuals must be able to determine when to disengage or avoid customer interactions to prevent and mitigate against negative consumer feedback

WORKING CONDITIONS

- The Energy Advisor will be required to work outside ~ 90% of the time and will be exposed to the elements including at times unpredictable inclement weather; must dress appropriately for weather conditions with Just Energy provided apparallel
- Will need to walk ~ 90% of the time, and in transit ~ 10% of the time in a vehicle, travelling to the assigned local territory marketing area
- The job requires local travel ~ 90% of the time into a variety of geographic areas that may have unpredictable environmental conditions; may be required to travel outside of the assigned territory ~10% of the time, including overnight stays
- Will be required to deal with a variety of prospective and current customers and may at times be subject to difficult situations with customers, which may lead to stressful working conditions.
- The Energy Advisor will be required to adapt thinking and verbal responses quickly to respond to customer objections; this requires considerable mental processing and verbalization to influence and communicate and utilization of Just Energy approved sales scripts and objection handling documents
- Must be able to maintain composure, professionalism, and focus while interacting with confrontational customers
- Responsible for achieving positive consumer interactions and a high level of consumer satisfaction in their interactions with consumers
- Job environment is subject to change and candidates must be able to adapt and support changes

May be required to work overtime as defined by the needs of the office and production levels • The incumbent will be required to work evenings and, weekends (Saturday or Sunday), and holidays throughout the year as defined by the needs of the office

CORE COMPETENCIES	
Competency Name	**Competency Definition**
JE Products, Policies & Procedures Knowledge	• Trained For
Energy Market Knowledge	• Trained For
Sales Routing and Call Planning	• Trained For
Professionalism	• Conducts themselves in a professional manner at all times • Approaches work with vigor, enthusiasm and engagement • Is open to feedback • Remains motivated and positive, even when facing difficult situations
Rapport Building	• Interacts with customers in a polite, polished and courteous manner • Demonstrates patience and sensitivity when engaging customers • Establishes a relaxed and friendly atmosphere when interacting with customers • Creates creditability and trust through confidence and their interaction with the customer
Customer Needs and Opportunity Assessment	• Uses standardized surveying questions to discover basic facts about the buyer (e.g. current energy usage and needs) • Seeks to prequalify customer and uncover decision process (e.g. people involved in decision process) • Establishes two-way communication by asking appropriate questions and listening carefully to the customer's responses
Communication of Value Proposition	• Clearly and effectively communicates product value proposition to customers • Presents product value proposition in a way that allows the customer to favorably differentiate the value of their offer from competition

Advancing Sales	• Seeks to gain better understanding of objections (i.e. clarifies or allows buyer to clarify the objection) • Maintains composure with confrontational customers • Employs standard approach to overcome different types of objections • Demonstrates basic closing techniques, such as summary-of-benefits closing technique

ADDITIONAL HIRING CHARACTERISTICS – INTERNAL USE ONLY	
*The following skills are to inform hiring and are in addition to the Core Competencies. This is for **Internal Use Only**.*	
Motivation	• Highly motivated and driven • Overcomes obstacles and remains focused on the achieving performance targets
Perseverance	• Remains positive in the face of rejection and challenging situations; does not get discouraged • Employs stress management techniques and does not let stress effect job performance

Promotion Criteria to Team Leader	
The followings are guides to identify strong performance which could ultimately lead to a promotion to the Team Leader role	
Promotion Identification	• Potential promotions are identified by the Territory Sales Manager, Field Sales Manager and Regional Manager of Field Operations • There must be scale to promote
Requirements for Potential Promotion	• Office must be at critical mass for promotion. For example, promotion must be considered based on the demotion of a currently poor performing Team Leader or RSO has grown in size based on head count. • Personal compliance ratio of less than 0.5% (half of one percent) off of personal sales based on YTD or rolling 12 month statistics. • Cannot go from Energy Advisor to Field Sales Manager. Must be promoted to Team Leader role first unless the promotion falls into the categories listed below. • Minimum of three month tenure in Energy Advisor role with only one record of an Performance Improvement Plan (production) or Corrective Action Plan (behaviour) based on YTD or rolling 12 onth

	statistics. Exceptions to the tenure can come from 1) previous sales experience leading a team of sales people; 2) RSO is in start up phase (brand new office) and/or; 3) immediate increase in actual performance above set standards and expectations. • Passing of Just Energy's Corporate fleet policy and drug test (failing the test may not result in promotion being offered however they will not be able to drive a Just Energy van or any car with Just Energy employees to and from the field). • Must have a strong track record of adhering to all Just Energy policies and procedures, • Must have referred a minimum of five individuals to Just Energy
Income Baseline as Energy Advisor	• Hourly wages with overtime if eligible for overtime based on sales production. • Commissions on personal sales for Effective Contracts. • Ability to participate in Just Energy's Employee Benefit program, • Ability to participate in Just Energy's recognition and reward program
Promotion Bonus to Incumbent Team Leader	• Team Leader to receive $2,000 bonus for every individual from their team that is promoted to a Team Leader role. $500 upon successful acceptance of promotion and the remaining $1,500 after six months of successful role transition to the requirements listed on this document or if promoted to Field Sales Manager.

THIS IS EXHIBIT "13" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Richard Teixeira[RTeixeira@justenergy.com]
From: Rosalba Gullo
Sent: Fri 04/11/2016 12:26:03 PM
Importance: High
Subject: FW: Ontario Employee Conversion
MAIL_RECEIVED: Fri 04/11/2016 12:26:04 PM

Thx.

Rosalba

(ext.73555)

From: Ryan Parnell
Sent: Friday, November 04, 2016 12:24 PM
To: Rosalba Gullo <rgullo@justenergy.com>; Ravi Maharaj <rmaharaj@justenergy.com>
Cc: Arturo Florcruz <aflorcruz@justenergy.com>
Subject: FW: Ontario Employee Conversion
Importance: High

Hi Rosie,

Do you know who in HR will be supporting us in Ontario?

On Wednesday next week, I am planning to host a recruiter call to tell them about the new model as we will begin interviews 11/12.

Are you able to or can you suggest who can speak to the below:

•□□□□□□□ Benefit overview (for speaking purposes)

•□□□□□□□ Employee Package changes

•□□□□□□□ Hour tracking

Would you be able to join my call this week with the recruiters for a quick briefing on any admin responsibilities that may be changing as well as an Employee Package/HR benefit overview?

The purpose of the call is not training…but more an FYI so the recruiters can incorporate this into their understanding of the new world on Nov 28.

Please let me know

RP

From: Ryan Parnell
Sent: Wednesday, November 02, 2016 1:33 PM
To: Ravi Maharaj; Arturo Florcruz; Richard Teixeira; Rosalba Gullo; Mujeeb Jafferi
Subject: Ontario Employee Conversion
Importance: High

Hello Team,

I'm sending this note to confirm that we are moving full steam ahead on the recruiter side with a Nov 28, 2016 Ontario Employee conversion. What's unique about this conversion is we are converting 5 offices at the same time….so a lot of grounds to cover.

Here are some quick notes / items to confirm:

•□□□□□□□□ Offices converting to Employee

- Oshawa
- Fairview
- Ottawa
- Toronto
- Kitchener

•□□□□□□□□ Offices remaining Just Energy IC/Commercial – continue to keep IC commercial ads

- Islington
- Yorkland
- Cambridge

ADS and EMPLOYEE TRAINING FOR RECRUITERS

•□□□□□□□□ ON online Ads will be changed on Nov 10, 2016 to employee

- We will be conducting 2 weeks of employee interviews leading into Nov 28, 2016 where every new hire will start
- Do you want to introduce a CAP on new hires per office? Let me know….so we can onboard accordingly. My plan is to have 5-10-15 people starting on Nov, 28th in each office. (interviewing for a Nov 28 start)

•□□□□□□□□ Employee Flyers and recruiting materials will be shared with all recruiters prior to Nov 10 for promotion/interviews

•□□□□□□□ RP to host ON Recruiter Employee Training call Wednesday Nov 9 to overview on the below – *interviews will start 11/11 or 11/14.*

- Earning model – hour + overtime + commission + bonus etc (Ravi to confirm ON offer prior to Wed Nov 9)
- Paid training
- Performance quotas / standards
- HR brief – Will ask HR or Rosie to join/support me om the call
- Employee packages
- Benefit offer – so recruiters know how to promote this during interviews
- Admin – overview on hourly tracking – will ask Rosie to join/support me on the call
- Admin training to be conducted by Rosie/Ravi?

To summarize, I will need to train the recruiters on everything they will need to know Wednesday Nov 9, prior to conducting employee interviews. We will start conducting employee interviews as early as 11/11 or 11/14 for a Nov 28th start date (first training class),

I hope this framework makes sense – I'm excited to work with Ravi/Rosie/HR to present the employee offer to our recruiters next week so we can begin to book interviews in for a Nov 28th hire date!

Thank you,

RP

Ryan Parnell
Regional Recruiting Manager
just energy

T 905.670.4440 ext: 71346 | C 416.993.3626

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Just Energy is a green, clean company. Be part of our mission. Think before you ink.

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THIS IS EXHIBIT "14" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "**Agreement**") is made effective as of August 1, 2015 (the "**Effective Date**"), by and between **Just Energy Corp.** ("**Employer**" or "**JEC**") and **Brian Marsellus** (the "**Employee**"). At times, JEC and Employee may be individually referred to as "Party" or collectively as "Parties." In consideration of the mutual covenants contained in this Agreement, the Employer and Employee agree to the following:

1. **Employment and Defined Terms**.

The Employer agrees to employ the Employee and the Employee agrees to be employed by the Employer on the terms and conditi ons set forth in this Agreement . For purposes of this Agreement, except as otherwise defined above or below, or unless the context otherwise requires:

(a) "**Affiliate**" shall have the meaning ascribed thereto in the OBCA as such term is amended from time to time;

(b) "**Applicable Law**" means the legislation, common law, regulations, bulletins, directives, policies, ordinances, instruments and codes applicable in any way to any matter that may arise in the course of the parties fulfilling their obligations under this Agreement in the Territory;

(c) "**Change of Control** " means a change of control as de fined in the PBG Plan (or any successor plan);

(d) "**Fiscal Quarter**" means each fiscal quarter of JEGI, as per the financial statements of JEGI;

(e) "**JEGI**" means Just Energy Group Inc., a Canadian corporation and parent company of the Employer;

(f) "**OBCA**" means the *Business Corporations Act* (Ontario) as amended from time to time;

(g) "**PBG**" means any PBG granted to the Employee prior or subsequent to the Effective Date pursuant to the PBG Plan;

(h) "**PBG Plan**" means the 2013 Performance Bonus Incentive Plan of JEGI as amended from time to time; and

(i) "**Territory**" has the meaning ascribed to it in section 2.

2. **Capacity and Reporting Responsibility**.

(a) During the Term, Employee shall devote his full time and attention to the position of Regional Sales Director of Employer and its Affiliates (which, for purposes of this Agreement, shall include certain Canadian Provinces and other territories as determined by the Employer (the "Territory") and will report to the Vice President of Sales of the Employer (the "VP Sales") or such other person designated by the President of the Employer. Employee, subject to the direction of the VP Sales shall perform such tasks, fulfill such duties and responsibilities and comply with such Employer rules and policies as the Employe r may designate from time to time and as are consistent with the Employee's position of Regional Sales Director. The Employee shall use his best efforts to promote the interests of the Employer. In the exercise of his powers and in the discharge of his duties the Employee shall faithfully, honestly and diligently serve the Employer with a view to the best interests of the Employer and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

(b) Employee's responsibilities will include, but are not limited to : (i) recruiting, educating, motivating and guid ing the activities of door -to-door sales representatives ("Sales Representatives") across the Territory; (ii) through the Sales Representatives, solicit ing contracts for the sale of natural gas, electricity, environmental products, including renewable energy certificates and carbon offsets, related products ancillary thereto and any other product or service requested by the Employer from time to time (collectively, the "Contracts") ; (iii) submission to Employer of the Contracts in accordance with the Employer' s policies from time to time; (iv) communicating and enforc ing the code of conduct and related sales compliance standards of the Employer and in accordance with Applicable Law to the Sales Representatives; (v) achievement of reasonable revenue and budget g oals; (vi) communicate and help implement overall business plan, strategy, initiatives and new product launches of Employer; (vii) setting performance targets for individuals and sales teams; (viii) making personnel decisions as required; and (ix) coaching and mentoring regional sales managers.

(c) Employer agrees to provide written notice by email or courier to the Employee if Employee is not satisfactorily performing Employee's responsibilities described in Sections 2(a) and (b) hereof.

3. **Compensation, Benefits, Expenses, Vacation etc.**

The compensation and benefits payable to the Employee under this Agreement shall be as follows:

(a) **Base Salary**. For all services rendered by the Employee under this Agreement the Employer shall pay the Employee a base salary (the "**Base Salary**") of $250,000.00 per annum (less the required withholding taxes and other customary and statutory deductions), payable in accordance with the Employer's standard payroll practices subject to annual review.

(b) **Bonus Amount**. Commencing August 1, 2015 , Employee shall be entitled to receive and Employer (or one or more of its Affiliates , excluding Hudson Energy Services LLC and Hudson Energy Canada Corp. (collectively, " **Hudson**")) shall, in accordance with the terms

herein, pay to the Employee a cash bonus (the " **Bonus Amount**") in an amount determined by product in accordance with Schedule "A" hereto. For greater certainty, the Parties agree and acknowledge that the Bonus Amount will not be payable hereunder in connection with any sales of Hudson products. Notwithstanding anything contained herein, Employee and Employer agree that by notice to Employee, Employer may, in its sole and absolute discretion, amend the rates and replace Schedule "A" hereto from time to time, so long as such changes are reasonable in consideration of the internal business metrics to the Employer of the products being offered in the Territory. Within 10 Business Days of such notice (the "**Revised Schedule A Date**") the revised or replaced Schedule "A" shall become Schedule "A" to this Agreement for all amounts owed to Employee by Employer pursuant to this Section 3(b) from the Revised Schedule A Date to the next Revised Schedule A Date, if any . The former Schedule "A" will be used to calculate the Bonus Amount for the period prior to the applicable Revised Schedule A Date.

(c) **PBG Bonus**. Employee will also be entitled to a bonus in each fiscal year of fully paid PBGs in accordance with Schedule "C" attached hereto . Except as otherwise set out in this Agreement, any PBG issued pursuant to this section 4(c) shall have the characteristics set forth in in the PBG Plan, as applicable, (ii) will vest as to one -fifth thereof on the first five anniversaries of each Grant Date providing that on the relevant vesting date Employee continues to be employed by Employer or any Affiliate thereof and, (iii) will expire after the tenth anniversary of a particular Grant Date.

(d) **Regular Benefits.** The Employee shall be entitled to participate in : (i) any Employee benefit plans, medical insurance plans, life insurance plans, disability income plans and other benefit plans which the Employer may have in effect for employees working in Canada from time to time including the Employee Profit Sharing Plan and the Deferred Profit Sharing Plan.

(e) **Expenses.** During the term of this Agreement, t he Employer will reimburse the Employee for all reasonable, ordinary and necessary out -of-pocket expenses incurred by the Employee pursuant to Employer's policy and in satisfaction of his duties herein, upon delivery of proper receipts therefore as approved by the VP Sales. During the term of this Agreement, reasonable out-of-pocket expenses pursuant to this Section 3(e) shall include all reasonable and ordinary expenses incurred by the Employee or Telga Holdings Inc., the Employee's company, in connection with the lease for the premises locate d at 102B – 9705 Horton Road, SW, Calgary, Alberta, T2V 2X5 (the "**Lease**"), including any rent payments for the premises , provided that Employee will or will cause to be effected any requests of Employer with respect to the Lease, including without limitation, the termination of the Lease.

(f) **Vacation.** The Employee shall be entitled to a paid vacation of three (3) weeks per annum (but not pay in lieu thereof except as provided in section 5 hereof), in accordance with the Employer's established policy for vacations, as the same may be amended from ti me to time. All such vacations shall be taken at a time or times reasonably acceptable to both Employer and Employee.

4. **Extent of Service**.

(a) **Term**. Subject to Section 5, the term of employment pursuant to this Agreement (the "**Term**") shall be from August 1, 2015 to March 31, 2024.

(b) During the Term, the Employee shall, subject to the direction and supervision of the VP Sales, devote the Employee's full time, best efforts and business judgment, skill and knowledge to the advancement of the Employer's interests and to the discharge of the Employee's duties and responsibilities under this Agreement. The Employee shall not engage in any other business activity, except as may be approved by the VP Sales; *provided that* nothing in this Agreement shall be construed as preventing the Employee from (i) investing the Employee's assets in any company or other entity in a manner not prohibited by section 7(a) and in such form or manner as shall not require any material activities on the Employee's part in connection with the operations or affairs of the companies or other entities in which such investments are made and that such interests or investments do not conflict with his duties and obligations to the Employer; (ii) making passive portfolio investments in shares of a corporation listed on a stock exchange or over the counter market which do not exceed 2% of the issued and outstanding shares of such corporation; or (iii) engaging in religious, charitable or other community or non-profit activities that do not impair the Employee's ability to fulfill the Employee's duties and responsibilities under this Agreement.

5. **Termination and Termination Benefits.**

The Employee's employment under this Agreement and the employment relationship between the Employer and the Employee shall terminate upon the expiry of the Term, by the employer in accordance with the *Employment Standards Act* (Ontario) and the common law of Ontario, or under the following circumstances:

(a) **Voluntary Termination**. Employee shall provide the Employer with 60 days prior written notice of his intention to voluntarily resign his position with Employer in which event Employee shall be: (i) entitled to be paid his Base Salary pursuant to section 3(a) hereof pro rated to his actual departure date and any accrued and unpaid vacation pay, (ii) entitled to deal with his PBGs that have vested and (iii) entitled to no further compensation of any nature whatsoever.

(b) **Termination by Employer for Non-Performance**. Provided that the Employer has provided notice to the Employee in accordance with Section 2(c) hereof and has provided the Employee with a reasonable period of time (which shall be at least 30 days) to rectify the non-performance and such non-performance has not been satisfactorily rectified in the Employer's sole discretion, the Employer shall be entitled to terminate this Agreement and the Employee shall be: (A) entitled to be paid his Base Salary pursuant to section 3(a) hereof pro rated to his actual departure date and any accrued and unpaid vacation pay, (B) entitled to be paid his Bonus Amount for the period up to the actual departure date in accordance with the provisions of Schedule A

attached hereto from time to time, (C) entitled to deal with his PBGs that have vested, and (D) entitled to no further compensation of any nature whatsoever.

(c) **Termination by the Employer for Cause.** For purposes of this section 5(c), "cause" in the context of termination of the employment of Employee shall have the meaning pursuant to the common law of Ontario. The Emplo yee's employment under this Agreement and the employment relationship between the Employer and /or any Affiliate thereof and the Employee , may be terminated for cause. In the event the Employee is, during the term hereof, terminated for cause Employee: (i) shall be entitled to Employee's Base Salary pursuant to section 3(a) hereof *pro rated* up to but not beyond Employee's actual departure date and any accrued but unpaid vacation pay, and (ii) shall be entitled to no further compensation of any nature whatsoever.

(d) **Disability.** If the Employee becomes disabled so as to be unable to perform the essential functions of the Employee's then existing duties under this Agreement with reasonable accommodation, the Chief Executive Officer of the Employer shall be entitled to terminate this Agreement (the " **Disability Date**"), provided that after the Disability Date Employee shall be entitled to continue as an employee of Employer to enable Employee or Employee's personal representative(s), trustee(s), guardian(s), executor(s) or other legal representative, as the case may b e, to apply for or to apply for on behalf Employee, as the case may be, for any long term disability, insurance or other benefits available to Employee pursuant to section 3(d) hereof and Employee shall on the Disability Date be entitled:

(i) to be paid his Base Salary pursuant to section 3(a) hereof *pro rated* to the Disability Date plus to the extent they can be made available, a continuation of the benefits pursuant to section 3(d) hereof from the Disability Date for one year and any accrued and unpaid vacation pay; and

(ii) to deal with Employee's PBGs granted to Employee at the Disability Date pursuant to Employee's PBG Agreements and the PBG Plan, in accordance with the terms thereof and all such PBGs shall vest in accordance with the terms thereof notwithstanding the fact that on a vesting date Employee may not be an employee of Employer or any Affiliate thereof;

but shall not be entitled to any further compensation of any nature whatsoever.

If any question shall arise as to whether during any period the Employee is disabled so as to be unable to perform the essential functions of the Employee's then existing duties with reasonable accommodation, the Employee may, and at the request of the Employer shall, submit to the Employer a certificat ion in reasonable detail by a physician selected by the Employee or the Employee's guardian to whom Employer has no reasonable objection as to whether the Employee is so disabled or how long such disability is expected to continue, and such certification shall for the purposes of this Agreement be conclusive of the issue. The Employee shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Employee shall fail to submit

such c ertification, the Employer's determination of such issue shall be binding on the Employee.

(e) **Property.** Upon termination of the Employee's employment with the Employer for whatever reason, the Employee hereby agrees to promptly return to the Employer as soon as possible, all credit cards, keys, documents, computer programs, access cards, computers, Work Product (as defined in section 7 hereof), and any other material prepared by the Employee or furnished to or obtained by the Employee in connection with the services required to be performed by the Employee hereunder.

6. **Confidential Information**

(a) The Employee acknowledges that certain of the material and information made available to the Employee by the Employer in the performance of the Employee's services hereunder (the " **Confidential Information** ") will be of a confidential nature. Confidential Information includes but is not limited to information about the Employer's products, services, business and marketing plans, suppliers, h ardware, software, information retrieval systems, customers and business associates. The Employee recognizes that the Confidential Information is the sole and exclusive property of the Employer, and the Employee shall use his best efforts and exercise utm ost diligence to protect and maintain the confidentiality of the Confidential Information. The Employee shall not for a period of three years from the termination of this Agreement howsoever caused, directly or indirectly, use the Confidential Information for his own benefit, or disclose to another any Confidential Information, whether or not acquired, learned, obtained or developed by the Employee alone or in conjunction with others, except as such disclosure or use may be required in connection with the performance of the services or as may be consented to in writing by the Employer.

(b) The Confidential Information is and shall remain the sole and exclusive property of the Employer regardless of whether such information was generated by the Employee or by others, and the Employee agrees that upon termination of this Agreement he shall deliver promptly to the Employer all such tangible parts of the Confidential Information or any part thereof including, but not limited to, records, data, notes, report s, proposals, Employer lists, correspondence, materials, marketing or sales information, computer programs, equipment, designs, or other documents or property that are in the possession or under the control of the Employee without retaining copies thereof.

(c) Each of the foregoing obligations of the Employee this section 6 (a) and (b) shall also apply to any confidential information of customers, joint venture parties, suppliers, contractors and other entities, of any nature whatsoever, with whom th e Employer or any associate or Affiliate of the Employer has business relations.

(d) Notwithstanding the foregoing provisions of this clause, theEmployee shall not be liable for the disclosure or use of any of the Confidential Information to the extent that:

(i) the Confidential Information is or becomes available to the public from a source other than the Employee and through no fault of the Employee;

(ii) the Confidential Information is lawfully obtained by the Employee from a third party or a source outside this Agreement that has no duty of confidentiality owed to the Employer or its Affiliates; or

(iii) the Confidential Information is required to be disclosed pursuant to a legal obligation providingnotice of such required disclosure is first provided to Employer.

7. **Non-Competition and Non Solicitation.**

(a) The Employee agrees that during the term of this Agreement, and for a period of one year following termination of this Agreement, howsoever caused, the Employee will not engage, hold an interest, or have any involvement, either directly or indirectly, in any business entity or venturewhose business competes with the then existing "Business of Employer and its Affiliates thereof" at the time of termination of this Agreement. For purposes of this section 7 the "Business of the Employer or any Affiliate thereof" shall mean that aspect of the Employer's business which relates to the sale, rental or lease of any of the products sold, rented or leased through the Offices (as defined in Schedule B) during the Term, including without limitation (i) the retail marketing and sale of customer contracts for natural gas, electricity, solar power and related or ancillary products thereto, to residential and small commercial customers; (ii) the sale, lease or other disposition of home service products sold or leased by Employer or its Affiliates to residential and small commercial customers, including, without limitation smart thermostats; and (iii) the sale of carbon offset products, renewable energy certificates, green energy lifestyle products and products and technology related to energy management or control sold by the Employer or its Affiliates to residential or small commercial customers in the Territory as have taken place from the Effective Date to the date when this Agreement is terminated.

(b) The Employee agrees not to directly or indirectly make statements or take actions which solicit, divert, take away or attempt to solicit, divert or take away any customers of the Employer or any of its Affiliates during the term of this Agreement, and for one year following termination of this Agreement.

(c) During the term of this Agreement, and for one year following termination of this Agreement, the Employee agrees not to directly or indirectly persuade or entice, or attempt to persuade or entice any employee, consultant, independent contractor or distributor of Employer or any of its Affiliates to (i) terminate his or her employment or service relationship with the Employer or any of its Affiliates ; or (ii) work for or provide services to the Employee or any corporation, partnership, trust, joint venture or other entity with which the Employee is in any way associated, including without limitation, as an owner, partner, employee or service provider.

(d) The Employee hereby agrees that all restrictions in this clause are reasonable, valid and do not go beyond what is necessary to protect the interests of the Employer, and all d efenses to the strict enforcement thereof by the Employer are hereby waived by the Employee. The provisions of this clause are only intended to safeguard against the Employee participating in competitive endeavors against the Employer and its Affiliates. Employee acknowledges that Employer has a financial, pr oprietary and economic interest in protecting its business as defined in section 7(a) above such that in the context of the covenants in sections 6, 7, and 8 hereof that Employer would not have entered into this Agreement if Employee would not agree to the inclusion of such sections herein.

8. **Work Product.** Work product developed for Employer or arising from the services to be performed by the Employee hereunder ("**Work Product**"), including software pro grams, data, operations data information systems and other related data, shall be all original and will not incorporate any intellectual property or violate any rights of any third party. All right, title and interest in any Work Product, created by Employee during the term of this Agreement which are related to the Work Product or the business of Employer shall vest in and be owned exclusively by Employer. Employee hereby assigns and transfers to Employer all rights, title and interest it may have or a cquire in the Work Product and Other Developments to Employer and waives all moral rights in same.

9. **Survival.** The obligations and covenants contained in sections 5, 6, 7, 8, 9, 10, 12, 13, 14, 16 and 17 hereof shall survive the expiration or termination of this Agreement, howsoever caused.

10. **Integration and Representation**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties . Employee confirms that he is not subject to any legal or other constraint which would prevent him from executing this Agreement.

11. **Assignment; Successors and Assigns, etc**. The Employee may not make any assignment of this Agreement or any interest herein . This Agreement may be assigned by the Employer to any successor in interest to the Employer by operation of law or otherwise, or to an affiliate of the Employer, without the prior consent of theEmployee in the event that the Employer shall effect a reor ganization, consolidate with or merge into any other corporation, partnership, organization or other entity, or transfer all or substantially all of its properties or assets to any other corporation, partnership, organization or other entity. This Agreement shall inure to the benefit of and be binding upon the Employer and the Employee, their respective successors, executors, administrators, heirs and permitted assigns.

12. **Enforceability.** If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to

which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of th is Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14. **Notices.** Any notices, requests, demands and other comm unications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Employee at the last address the Employee has filed in writing with the Employer or, in the case of the Employer, to the President and shall be effective on the date of delivery in person or by courier or three days after the date mailed.

15. **Amendment.** This Agre ement may be amended or modified only by a written instrument signed by the Employee and by a duly authorized representative of the Employer.

16. **Governing Law**. This contract shall be construed under and be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of Ontario shall have jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise, both at law and in equity , however arising out of or in any way in connection with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof.

17. **Currency**. All dollar amounts described in this Agreement are in Canadian dollars.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

19. **Acknowledgement.** Employee acknowledges that:

(a) Employee has read and understands this Agreement;

(b) Employer has advised him to seek independent legal advice prior to executing this Agreement and the Employee has had the opportunity to seek such independent legal advice;

(c) Employer has made no representations or promises to Employee except as contained in this Agreement; and

(d) Although drawn by Employer, the Agreement will be construed as fair and reasonable and will not be construed more strictly against one party than the other.

20 **Further Assurances**. Each of the parties hereby covenants and agrees to execute such further and other documents and instru ments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

* * * * * *

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Employer, by its duly authorized officer, and by the Employee, as of the Effective Date.

JUST ENERGY CORP.

By: _____
James Lewis
President & Co-CEO

_____
Witness:

_____
Employee: Brian Marcellus

Address: 34 Worden Drive
Courtice, Ontario
L1E 0C5

SCHEDULE A
BONUS AMOUNT

This Schedule "A" is effective as of August 1, 2015. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the employment agreement made effective August 1, 2015 (the "**Agreement**") between Brian Marsellus (the " **Employee**") and Just Energy Corp. (the "**Employer**") to which this Schedule A forms a part.

(1) Subject to the terms and conditions of the Agreement and Sections (2) and (3) of this Schedule A, during the Term, Employee shall be paid the following:

(a) For the products described in the chart below, $12.00 for each valid Contract with a residential customer obtained through the Offices (as defined below) and delivered to the Employer or an Affiliate thereof in accordance with the Employer's policies:

Product	Territory
Just Energy Conservation Program	Ontario Alberta
Dual Fuel Price Protection Plan	Alberta
Unlimited Plan	Illinois

"**Offices**" means each Office under the management of the Employee in the Territory. As of the date hereof, the offices are described on Schedule "B" attached hereto. The parties agree that the Employer may by notice to the Employee, update and replace Schedule "B" from time t o time to reflect the offices under the management of the Employee at such time.

(b) For each Contract with a commercial customer (i.e. a business) obtained through the Offices and delivered to the Employer or an Affiliate thereof in accordance with the Employer's policies, an amount determined by the product of the following (i) $1.00; (ii) number of RCEs (defined below); and (iii) the term of the Contract. For greater certainty, the Parties agree and acknowledge that the Bonus Amount described in this Section (1)(b) of Schedule A will not be payable hereunder in connection with any Contracts for Hudson products.

"**RCE**" means a residential customer equivalent, which is a unit of measurement equivalent to a customer using, as regards nat ural gas 2,815 m^3 of natural gas on an annual basis and, as regards electricity, 10 MWh (10,000 kWh) of electricity on an annual basis.

(2) Notwithstanding anything else in the Agreement, including this Schedule A , the Employee shall only be entitled to receive the Bonus Amount described in this Schedule A and the Employer shall only be required to pay the Bonus Amount described in this Schedule A for Contracts that (i) are properly completed; (ii) are signed by the appr opriate party; (iii) are approved by the Employer or an Affiliate thereof (including, where applicable, approved for

credit); (iv) are approved by the local utility; and (v) have not been cancelled for any reason whatsoever within 60 days after the commodity begins to flow for the customer.

(3) The Bonus Amount to be paid pursuant to the Agreement and this Schedule A will be paid 3 months following the month forwhich the Bonus Amount is applicable. For example purposes only, the Bonus Amount to be paid forproducts sold from Offices in August 2015 shall be paid by November 30 , 2015 , the Bonus Amount to be paid for products sold from Offices in September 2015 shall be paid by December 30, 2015, and so on.

(4) the end of **SCHEDULE B**

OFFICES

This Schedule B is effective as of August 1, 2015. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the employment agreement made effective August 1, 2015 (the "**Agreement**") between Brian Marsellus (the "**Employee**") and Just Energy Corp. (the "**Employer**")to which this Schedule B forms a part.

Office	Address
Fairview	245 Fairview Mall Drive, Suite 203, Toronto, Ontario M2J 4T1
Fairview Calgary	102B-9750 Horton Road, SW, Calgary, Alberta T2V 2X5
Oak Park	1515 N. Harlem Ave., Suite 400A, Oak Park, Illinios 60302
Oshawa	50 Richmond Street East, Suite 112, Oshawa, Ontario L1G 7C7
Viking	5353 Dundas Street West, Suite 105, Etobicoke, Ontario M9B 1B1
Yorkland	245 Fairview Mall Drive, Suite 110, Toronto, Ontario M2J 4T1

SCHEDULE C
PBG BONUS

This Schedule C is effective as of August 1, 2015. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the employment agreement made effective August 1, 2015 (the "**Agreement**") between Brian Marsellus (the " **Employee**") and Just Energy Corp. (the "**Employer**")to which this Schedule C forms a part.

A. PBG Bonus Entitlement

Pursuant to Section 3(c) of the Agreement, Employee shall be entitled to an annual bonus from the Employer or an Affiliate thereof commencing March 31, 2016 to be paid entirely in PBGs of $20,000 for each 10,000 RCEs obtained through the Offices during the fiscal year and that are still flowing customers at least 90 days after the fiscal year end (the "**PBG Bonus**"). The PBG Bonus shall be payable to the Employee by July 31 st in each year in the number of fully paid PBGs equal to the PBG Bonus divided by the simple average of the closing market price of common shares of JEGI on the TSX for the last 10 trading days in March of the particular year. The terms of the PBGs are otherwise to be set forth in the Agreement and in accordance with the PBG Plan.

"**RCE**" means a residential customer equivalent, which is a unit of measurement equivalent to a customer using, as regards natural gas 2,815 m ^{3} of natural gas on an annual basis and, as regards electricity, 10 MWh (10,000 kWh) of electricity on an annual basis. Notwithstanding anything contained in the Agreement, for purposes of the PBG Bonus, any RCEs for Contracts for Hudson Contracts obtained through the Offices will be included in the RCE calculation.

Notwithstanding anything contained herein, the amount of RCEs calculated for purposes of determining the PBG Bonus in the first Fiscal Year of this Agreement will be the amount obtained through the Offices commencing on August 1, 2015 to and including March 31, 2016.

THIS IS EXHIBIT "15" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

SBC/vk

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP.
and JUST ENERGY ONTARIO L.P.

Defendants

This is the Examination for Discovery of RAVI MAHARAJ, produced and examined on behalf of the Corporate Defendants herein, taken at the offices of VICTORY VERBATIM REPORTING SERVICES, Ernst & Young Tower, 222 Bay Street, Suite 900, Toronto, Ontario, on the 24th day of January, 2018.

A P P E A R A N C E S:

DAVID ROSENFELD	}	--- for the Plaintiff
JODY BROWN	}	
PAUL MARTIN	}	--- for the Defendants
ANASTASIA REKLITIS	}	
MELISSA LOSCO	}	
(Law Clerk)	}	

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--- upon convening at 10:00 a.m.

--- upon commencing at 10:08 a.m.

RAVI MAHARAJ, sworn

EXAMINATION BY MR. ROSENFELD:

1. Q. Thank you. Mr. Maharaj, you have been sworn in today?

A. Yes.

2. Q. Good. And you are here for an examination for discovery on behalf of the defendants in this case? It's a question.

MR. MARTIN: Yes, he is.

BY MR. ROSENFELD:

3. Q. Good. And you understand that the answers that you give during this examination will bind those defendants?

A. Yes.

7. Q. Well, let's see how this goes anyways. Can you tell me which of the defendants... or maybe I will name them for you. There is three defendant's named in the case, Just Energy Group Inc., Just Energy Corp. and Just Energy Ontario L.P. Which entity are you employed by?

A. Can you name the three again?

8. Q. Just Energy Group Inc., Just Energy Corp. and Just Energy Ontario L.P.

A. I, actually, don't know the answer to that. I would say my region is Ontario, so I would probably be Just Energy Ontario, because that was my...for my role I was the Ontario region.

9. Q. You knew yourself to be employed by Just Energy?

A. Correct.

10. Q. Right. And what is your current position with Just Energy?

A. Current position is regional manager of field operations for Canada.

11. Q. How long have you held that position?

A. That was a new position, I want to say approximately a year or two when they converted to this new role.

12. Q. Convert to what new role?

A. The regional manager of field operations. It was a created role, I want to say, approximately, one or two years.

13. Q. What does that role mean? What is that position?

A. So that position is, essentially it's you assist in the management of the sales offices, the independent contract sales offices. How we were positioned, anyways, was we were the conduit between the company and those sales offices for any issues that may arise.

14. Q. So you were the direct link between Just Energy and the individual sales offices of Ontario?

A. For day-to-day activities.

15. Q. Day-to-day activities. Okay. And that was just Ontario or is that elsewhere?

A. Right now?

28. Q. Right. And on a day-to-day basis you communicated with what we understand to be the regional distributors. Those are the independent contractors who run the sales offices.

A. Correct. Those would be the typical communication I would have would be with that group, that level group.

29. Q. Would you communicate, on a day-to-day basis, with the group of independent contractors knows as "crew coordinators"?

A. Not typically. The communication would be regional director, oh, I'm sorry, regional distributor.

30. Q. How often would those communications happen with the regional distributors?

A. It was not set, it was based on need. Something arises. Essentially the role was communicated with me about it. Sometimes there is nothing to communicate. Sometimes there is a lot.

It depends on what was happening at the office.

31. Q. Is it a day-to-day basis or is it a weekly basis or how does that generally work?

A. Generally there was not really a timeline. There was some regional distributors that I probably spoke to, most cases daily. There were some regional distributors maybe I would speak once a week.

MR. MARTIN: Just to help, Counsel, you were talking about current, initially...you never actually did ask me in the class period. I just want to clarify, we're talking within the class period for the litigation; right?

17 47. MR. ROSENFELD: Great. So from our perspective for the purposes of this examination, we will be talking about the class period that starts January 1st, 2012. And I understand that you don't agree with that, but that's the discussion for the time frame that we will be talking about when I ask you, over the class period, it will start January 1st, 2012.

MR. MARTIN: With all the caveats I attached to that that's fine.

48. MR. ROSENFELD: Yes. Thank you. And Just Energy, what is Just Energy's position as to whether the class definition is an ongoing class definition, meaning that it's still going?

MR. MARTIN: It's our position that it ends as of the date of notice to the class, that is not ongoing. And, in any event, as you well know, there is was a conversion process dictated by, we represented this to you and provided you with documentation that dictated by the change in the legislation as of, we are talking about December 31 or January 1, 2016, 2017.

49. MR. ROSENFELD: Yes. Well, we will get to the transition. I believe it's November 28th, 2016, but what you had mentioned before was that the class period or class definition would end as of the date of notice of certification.

MR. MARTIN: Let me take that under advisement. I will give you our firm position on that.

50. MR. ROSENFELD: Thank you. And for the purposes of today, with the caveats that you had mentioned, our view is that there is an ongoing class definition. If there needs to be differences in clarification from the time frame, when there was a transition to the employee realm, what I understand to be November 28th, 2016, then we can discuss that as we go along, when I mention the class period.

I just want you to make note that there is another date, the triggering date, November 28th, 2016, but otherwise the class period, from our perspective, goes until today, effectively.

MR. MARTIN: Understood.

52. MR. ROSENFELD: Yes, I do. I would like to enter one of the documents, please. And it will be Just Energy, sorry, JE00004614.

BY MR. ROSENFELD:

53. Q. And if you just want to take a

minute just to peruse that for a second?

MR. MARTIN: And just to clarify, so... no, that's not the right one.

54. MR. ROSENFELD: This would be an e-mail dated, looks like June 20th, 2016 from Richard Teixeira to the sales group.

MR. MARTIN: Yes. No, we have it now. Yes, you are right. Okay.

BY MR. ROSENFELD:

55. Q. Just the sales group e-mail address there, salesgroup@justenergy.com, cc, would you be on that e-mail chain?

A. That's correct.

56. Q. If you could just take a minute to look through this e-mail, it describes what appears to be a transition from someone called a, "Regional sales manager" to a, "Regional manager of field operations".

A. Okay.

57. Q. So this e-mail talks about a transition from the role of regional sales manager to regional manager of field operations. And in paragraphs 3, 4 and 5 of that e-mail described appears to be the role of the regional manager of

field operations. Is that an accurate description of the role that you hold?

A. Sorry, for paragraphs 3...

58. Q. Three, four and five, yes.

A. Like do you want to go through each item?

59. Q. I just want you to look at paragraphs 3, 4 and 5, and let me know if it accurately describes the role of regional manager of field operations, your current role?

MR. MARTIN: Again, just to interject, Counsel, I don't mean to be disruptive, you keep saying "current position", just so...you mean as of today or this is back in 2016? And I raise it only just because of this transition issue, as you are perfectly familiar.

I just want to make...this is in context for where Mr. Maharaj sits in the piece. I'm not saying there is any difference. Just you keep saying "current".

60. MR. ROSENFELD: Mr. Maharaj mentioned that his current position is regional manager of field operations, so that's his

current position.

BY MR. ROSENFELD:

61. Q. He described that it has changed recently to include other aspects, other than Ontario, but that's the same position that you have been holding since, well...I will specify the time frame of the turnover, but my question is about paragraphs 3, 4 and 5, and whether that accurately describes your role.

A. Okay. Well, paragraph 3, you know, includes the support of the regional office administrators. That was not previously a job function that reported into us, so that is accurate, that it was a new role. With this transition the employee admins, at the regional sales offices, did start reporting into us as opposed to the previous group they reported into.

Paragraph 4, to my knowledge it is accurate to what the role was. I mean, there were five people in this role at the time, and different regions, you know, had different statuses during this conversion as well.

62. Q. Before you were regional manager of field operations you were a regional sales manager;

is that right?

A. Correct.

65. Q. How long did you hold the role of regional sales manager before this time frame?

A. Regional sales manager, approximately I started, December 2013, so I would have had that role from then until this communication and this transition.

66. Q. From December 2013 until, I guess it would be June 2016, you were the regional sales manager for all of Ontario?

A. That's correct.

67. Q. What did that mean? How did that differ from the regional manager of field operations?

A. How did it differ? Some aspects of how it was different was the reporting of the office admins. They did not report into the regional sales managers, my apologies.

68. Q. As a regional sales manager did you still have the day-to-day oversight of the regional sales offices in Ontario?

A. That's correct. The similarity between the RSM, regional sales manager and the RMFO was we were the conduit between the sales offices leadership and the company, a further region that you would oversee.

69. Q. And your region was Ontario, all of Ontario.

A. That's correct.

70. Q. Right. And in that role you were involved in oversight of the recruitment of sales agents in these offices?

A. Recruiting was centralized, so I was in...part of that was reporting structure. They had a centralized recruiting manager, and they had their own reporting system. The recruiter at the office was an employee that would report into centralized recruiting, essentially.

71. Q. You were aware of what they were

doing.

A. Like was I familiar with the...

72. Q. The recruitment of sales agents. Were you familiar with the recruitment of sales agents?

A. Yes.

73. Q. What about the training of those sales agents?

MR. MARTIN: Sorry, the question is was he familiar with it?

BY MR. ROSENFELD:

74. Q. Yes. Are you familiar with the training of the sales agents during that time frame?

A. I would be familiar with the training of the sales agents.

75. Q. What role would you have in that?

A. My role, from the training perspective?

76. Q. Yes.

A. Would be, you know, any communication that came from the company to adjusting the training, the modules. I would be the conduit to reinforce the communication of that. And I would also, you know, be part of random audits to

ensure that the training was done in compliance with the rules and regs that are outlined of how they were to be done specifically, OEB requirements.

77. Q. You would participate in those random audits?

A. I would.

78. Q. I'm asking if you would or not?

A. Yes, at the office level I would, you know, randomly spot check a training process to ensure adherence.

79. Q. There is a process I understand, that we will talk about it in a minute, but called, "onboarding", of an independent contractor or sales agent, were you familiar with that process during your role as a regional sales manager?

A. When you say "onboarding", do you mean, like from bringing them in and badging them and going through the training process, is that onboarding?

80. Q. That's what I understand "onboarding" to mean, yes.

A. Yes, I would be familiar with that process.

81. Q. What involvement would you have in that?

A. Similarly more oversight of the process, and ensuring that it was adhering to the requirements and the rules and regulations that you would need to do in order to badge someone and onboard someone.

82. Q. I see there is independent contractor agreements that these sales agents have to sign; were you familiar with those agreements?

A. That's correct. Yes, I'm familiar with them.

83. Q. Again, what role did you have in that as a regional sales manager?

MR. MARTIN: Is there a role in respect to the contracts in what sense?

BY MR. ROSENFELD:

84. Q. You said you were familiar with their independent contractor agreements. What involvement did you have with those with respect to the sales agents?

A. I didn't have any direct involvement.

85. Q. You didn't draft them; is that right?

A. No.

86. Q. Did you facilitate new versions of these agreements to the offices?

A. If new agreements were communicated by sales support, once again, I would be part of the reinforcement and the...you know, any concerns or questions that came back from the sales offices, I would be the conduit to communicate those. And then, when I was at the offices, I would, you know, ensure that, you know, the revised version was being utilized, not part of the REM lines.

91. Q. So there is requirements for sales agents to comply with Ontario Energy Board requirements; is that right?

A. That's right.

92. Q. And to comply with Just Energy requirements as well?

A. That's right.

93. Q. What involvement did you have in ensuring that those sales agents complied with those requirements?

A. My involvement would, I guess, once again, be during office visits and the random audits, to ensure that these things would be...were being adhered to up to and, I guess, including a field shadow as well, when I was able to get out there to observe that it was being adhered to.

weekly updates of the sales for the week, and we did have reporting that outlined sales.

97. Q. The regional distributors monitor, or sorry, that reported on a weekly basis on their performance.

A. Correct.

98. Q. Were you involved in helping them adjust their performance, increasing productivity or those kinds of things?

A. Not my involvement. And their sales would be to provide them with the reporting of how the sales were, you know, were they converting, were they not converting, the statuses of the contracts. I would be the conduit to, kind of, shed light on that, provide them that data, not directly, but, you know, as part of that communication, yes.

99. Q. Would you provide them with goals on what they should be achieving or help them set goals?

A. I have not provided them with goals, but I would be part of promoting, you know, targets.

BY MR. ROSENFELD:

117. Q. Good. So I want to talk now about the corporate structure, and the individual defendants that are named in this action. I'm going to go through them, and you may or may not know the answers, and perhaps some of these questions may be better for your counsel.

These three entities, Just Energy Group Inc., Just Energy Corp. and Just Energy Ontario L.P., do you know how they interrelate with each other?

A. I apologize. Unfortunately I would not know. I know I work for Just Energy. I could not probably answer that question for you.

126. MR. ROSENFELD: Let's talk about Just Energy Ontario L.P. first. The general partner is Just Energy Corp., as identified in the Statement of Defence.

MR. MARTIN: Yes.

127. MR. ROSENFELD: What other partners exist for Just Energy Ontario L.P.?

MR. MARTIN: I don't have that information, but I can provide it to you. U/T

128. MR. ROSENFELD: Thank you. I understand Just Energy Group Inc. is the publicly listed entity, the holding company that's referred to in the Statement of Defence. Does it report Just Energy Ontario L.P.'s operations as part of its financial reporting?

MR. MARTIN: I will be guessing, and I'm not going to guess, so I will let you know. U/T

129. MR. ROSENFELD: Thank you. Where is Just Energy Ontario L.P.'s corporate office?

MR. MARTIN: I will let you know. U/T

130. MR. ROSENFELD: Does it have any

officers, corporate officers, like presidents, vice-presidents?

MR. MARTIN: Just Energy Ontario Limited Partner?

131. MR. ROSENFELD: Yes. I mean, does it employ anybody who runs the company?

MR. MARTIN: That entity you mean?

132. MR. ROSENFELD: Yes.

MR. MARTIN: It's a limited partnership. It's not a company.

133. MR. ROSENFELD: Fair enough. Does that entity have any employees or individuals who run that partnership?

MR. MARTIN: I will let you know. U/T

134. MR. ROSENFELD: And I would like to know who they were over the class period? And so if people changed roles I would like to know who they were?

MR. MARTIN: I'm not going to give you the list of their employees, but to the extent that there are registered partners, with respect to the legal registration, regarding Just Energy Ontario L.P., which is a matter of public record, but I will give you that information. U/T

135. MR. ROSENFELD: Yes. No, I'm looking for the individuals who control the operations of Just Energy Ontario L.P., so that does not need to be all employees of Just Energy L.P., I agree with that, but it needs to be the, what I would think of in a corporation, a president, vice-president, that kind of thing.

MR. MARTIN: Well, as I say, I think that's a matter of public record, but it is probably easier for me to provide you that information than for you to dig it up yourself, which apparently you have not done already.

136. MR. ROSENFELD: Thank you. And I don't believe it's public record, but thank you very much. Now, in your Statement of Defence it says that:

"...Just Energy Ontario L.P. is the contracting party with customers who contract for natural gas, electricity and other energy products..."

Is Just Energy Ontario L.P. the one that those customers pay, actually give money to for those contracts?

MR. MARTIN: I don't believe so, no. It's Just Energy Corp.; right? So the class members have their contracts with Just Energy Corp., and the payments will be made to Just Energy Corp. Sorry, you are shaking your head. Is that not your question?

137. MR. ROSENFELD: No. Maybe I misspoke.

MR. MARTIN: Try again.

138. MR. ROSENFELD: Just Energy Ontario L.P., it says in the Statement of Defence: "...Is the contracting party with the customers who contract for natural gas, electricity and other energy products..." These would be the residential homes or commercial entities that purchased these contracts from Just Energy.

MR. MARTIN: Yes.

139. MR. ROSENFELD: So the question is do they pay Just Energy Ontario L.P. or some other entity for those contracts?

MR. MARTIN: I will put it this way to you, I assume that is correct. And if my answer is different I will let you know. U/T

140. MR. ROSENFELD: Thank you. Does Just

Energy Ontario L.P. have a corporate logo?

MR. MARTIN: What do you mean by "logo"? Like a trademark? Like a registered trademark?

141. MR. ROSENFELD: So Just Energy Group Inc. has a logo, that's associated with a design that identifies it as Just Energy. Does Just Energy Ontario L.P. have a different logo that it uses?

MR. MARTIN: I will let you know. U/T

142. MR. ROSENFELD: Thank you. Just Energy Corp. now, questions for, who are the shareholders of Just Energy Corp.? Maybe I will ask, this first question is, is it a wholly-owned subsidiary of Just Energy Group Inc.?

MR. MARTIN: I don't know, but we will let you know. U/T

143. MR. ROSENFELD: Thank you. So you will let me know if it's a wholly-owned subsidiary, and then I would like to know who the shareholders are, if it's not?

MR. MARTIN: I will take that last one under advisement. It may be a prep company. I don't know the answer to that. U/A

144. MR. ROSENFELD: Does Just Energy Group report just Just Energy Corporation or Just Energy Corp.'s operations are part of its consolidated financial reporting?

MR. MARTIN: I will let you know. U/T

145. MR. ROSENFELD: Where is the corporate office of Just Energy Corp.?

MR. MARTIN: I believe I know, but I'm not going to guess, so we will let you know. U/T

146. MR. ROSENFELD: Thank you. I would like to know who the directors were over the class period?

MR. MARTIN: The directors of which entity?

147. MR. ROSENFELD: Just Energy Corp.

MR. MARTIN: Well, that's certainly a matter of public record, but to the extent I have that I will give that to you. U/T

148. MR. ROSENFELD: Thank you. The current ones are, as of today. I'm not sure if the past ones are. Anyways, I would like those, and you have provided that undertaking.

MR. MARTIN: Well, with respect to what

you allege to be the class period.

149. MR. ROSENFELD: Yes. Thank you. I would like to know who the officers of Just Energy Corp. were over the class period were as well?

MR. MARTIN: Again, I assume that is a matter of public record, but we will provide that as well. U/T

150. MR. ROSENFELD: Thank you. Now, Just...

MR. MARTIN: So you understand what I'm saying in that regard, this is all information that is a matter of public record. It will be in the corporate registration. To the extent that I can easily answer that I will do that.

So just so you understand, when you refer to, "Officers and directors", directors are easy, because everyone understands who a director is. "Officers", I'm talking about the registered officers of the company. If you want anything else you are not getting it.

151. MR. ROSENFELD: That's fine. Just Energy Corp., in the Statement of Defence, it notes that:

"...It is the contracting party with the plaintiff and other class members as being the independent contractor sales agents..." How does it generate revenues, Just Energy Corp.?

MR. MARTIN: I don't think we have ever said that it does.

152. MR. ROSENFELD: Yes, I'm asking the question. I mean, I...

MR. MARTIN: So I guess the question is "does it", I don't know. And if it does how does it, I will take that under advisement. U/A

153. MR. ROSENFELD: Thank you. Does it also pay expenses, pay for expenses, such as, you know, getting the independent contractors to execute independent contractor agreements and all the various versions of those independent contractor agreements that exist?

MR. MARTIN: I will take that under advisement. U/A

154. MR. ROSENFELD: And if it does not, you know, achieve revenues, how does it pay for those expenses? Where does it get the

money to pay for those expenses?

MR. MARTIN: There is an assumption there that it has expenses, but I will take that under advisement. U/A

155. MR. ROSENFELD: Thank you. Does Just Energy Corp. use a logo, other than the Just Energy Group logo?

MR. MARTIN: Again, based on what you are representing to be a logo, I will let you know. I will advise you as to whether there is some other logo with respect to the way you describe it. U/T

/R

BY MR. ROSENFELD:

172. Q. Well, I don't agree that it's my term. It's used by Just Energy in a number of documents, but the question is what does that term, "sales agent", mean to you in the context of Just Energy?

A. When I hear the term "sales agent" what I think of is our independent contractors or energy advisors.

173. Q. The Just Energy advisors are what that role is called today; is that right?

A. Today the role is called "energy advisor".

174. Q. And before they were called? What were they called?

A. I use the terminology "independent

contractor". There may have been other ones, but that's how I...

175. Q. Right...

A. ...communicated.

176. Q. ...but when I say "sales agent" you thought of independent contractors.

A. That's correct.

177. Q. This paragraph talks about independent contractors as a sales force, and, "They obtain contracts from various sources". The first one they reference is, "New residential customers". How would these independent contractors obtain those new residential customers during the class period?

A. They would...

178. Q. Are we talking about going door to door, knocking on doors and trying to get people to sign up on contracts?

A. That's correct.

179. Q. Right. And that's primarily how those new residential customers would be obtained?

A. To the best of my knowledge. And where I fit in, that was my primary channel here.

187. Q. Right. And an independent contractor, who initially signs up a customer, and who then leaves Just Energy, no longer with Just Energy, who would then try to make the next renewal sale for that customer?

A. I can tell you exactly who would make that sale, obviously, but if...and there is a lot of assumptions in here, like a renewal would be in five years typically, so in five years that renewal would more than likely be executed by a renewal office. And anyone of the independent contractors, out of that office, who would have gotten that lead, would have executed that renewal.

188. Q. Right. And so there is a specific renewal office in Ontario, during the class period?

A. When I started with the company there was a renewal office, the Cambridge renewal office. I would not know when that office came into existence.

189. Q. I understand.

A. And...

190. Q. When did it close, when it stopped being a renewal office?

A. The Cambridge office is still in existence as a renewal office.

191. Q. Right. And so it's a primary renewal office? That's what it does?

A. Primarily that office completes renewals.

192. Q. Right. And, I guess, the leads for these renewal customers, who are those provided by? Like how does the office know when someone's contract is coming up?

A. The company provides those leads.

193. Q. Right. And do they go door to door to these companies? How do they do their work?

A. The Cambridge office is a door to door office.

194. Q. Yes. And the independent contractors in that office go through the same training program as the independent contractors who seek out the new residential customers?

A. That's correct. The training process, and the OEB testing requirements, are consistent for independent contractors in Ontario.

195. Q. No matter what they sell, new residential customers, renewals or commercial customers?

A. That's correct. For the OEB customer.

196. Q. I understand. And the training modules from Just Energy as well.

A. The training modules from Just Energy are consistent. The specific training at the office by the regional distributor at a renewal office, or commercial office, or residential office, would obviously speak to what that office is primarily selling more so than it would to you know, what it probably is not going to sell moving forward.

BY MR. ROSENFELD:

216. Q. At these commercial offices you said "primarily", meaning they would seek out...what other contracts would they be seeking out?

A. I said "primarily" because at any office you can sign up for any type of customer, if you so chose, if you had the capabilities.

217. Q. Right. If you went door to door,

and if you happened to walk door to door to somebody's store, and signed up that person, that might be a commercial contract; is that the idea?

A. If you were out of the residential office, and you were going door to door, and then you went into a business.

218. Q. Yes.

A. You could, potentially, sign up that business on a commercial contract.

219. Q. Right. And the similar, vice versa, within the primarily commercial office, if they went to a residential house, and signed up that residential customer, they would have a residential customer.

A. And they would have to use the residential contracts.

220. Q. Do the independent contractors seek out these new commercial contracts?

A. At the primarily commercial offices?

221. Q. Yes, or anywhere, independent contractors or the broader term of sales agents, they are the ones who are seeking out these commercial contracts?

A. Sorry, I might not have caught your question, but the independent contractors, that work

out of primarily commercial offices, would seek out commercial contracts.

222. Q. Right. Do they go door to door?

A. Independent contractors out of commercial offices?

223. Q. The ones who are selling commercial contracts. This Statement of Defence seems to characterize differences between individual independent contractors who sell different kinds of contracts, so I'm trying to identify the individual contractors who would sell new commercial contracts. Do they go door to door?

A. Independent contractors that sell commercial contracts, I mean, they can...they can go where they want to sell contracts, but if you are looking for a commercial contract you are probably going to find those at a commercial location.

224. Q. Would it not be considered going door to door if you went from one commercial location to another commercial location?

MR. MARTIN: Well, just to help, maybe, and maybe I'm not being helpful when I say this, you may have a sense of what, "Door to door" means, that...if you simply mean did somebody go up to someone's office

building, and introduced themselves, and wanted to sell a contract, is that what you mean by, "Door to door", or do you mean you brought a series of businesses all on one street, and you are knocking on doors, in a serial fashion?

225. MR. ROSENFELD: Either.

THE DEPONENT: Yes. I mean, it's a bit of a vernacular. We would not say business to business for commercial, because it's...

226. MR. ROSENFELD: Sure.

THE DEPONENT: ...a business, and...but when you say, "Door to door", it's, typically, the vernacular we use for door, residential door.

BY MR. ROSENFELD:

227. Q. Right. And so business to business, how do they go about doing those sales?

A. They would go to businesses and...

228. Q. Ostensibly knock on the business' door and try to pitch them their services?

A. For lack of a better term, yes.

229. Q. Right.

A. Essentially.

230. Q. Do those contractors go through the same churning program that all independent contractors go through?

A. So all independent contractors are required to go through OEB testing, and the regulated training process, so that is consistent. And the modules are, typically conducted for all the independent contractors that, you know, between residential and commercial and renewal.

Now, if you are specializing in a particular type of sale, i.e., business to business, as opposed to residential, you will have, you know, training that will speak to that sale more than you would have, you know...that does not speak to some of the...that you are primarily going to be doing.

231. Q. That's through the Just Energy offices that exist, that training.

A. That training is conducted out of the independent contractor offices that the regional distributors...yes.

232. Q. Renewal commercial contracts, are those done by a specific office as well?

A. So, once again, I could not give you 100 percent of every commercial renewal, but, typically, the commercial renewals are also

predominantly executed out of the Cambridge office, where they have commercial renewal independent contractors, but there are other commercial offices where there were independent contractors out of those offices that did commercial renewals as well.

233. Q. Right. And out of the Cambridge office were there independent contractors who did residential door to door sales?

A. Out of the Cambridge offices were there independent contractors that did renewal door to door?

234. Q. No, that just did new residential door to door.

A. Oh, new. Well, that office was primarily renewal, but they had the opportunity to...I imagine that there are EAs out of the Cambridge office, independent contractors, that primarily did renewals, either residential or commercial, that also conducted new business deals as well.

235. Q. Do the independent contractors who do commercial contracts sign a different independent contractor agreement?

A. Independent contractors that do commercial?

236. Q. Yes.

A. I'm not sure I could fully answer your question. The independent contractor agreement is consistent, but I know there is a commission schedule component of the independent contractor agreement that obviously would be different for a renewal office that is selling, or a commercial office, or independent contractor office.

237. Q. Like there would be a commercial schedule for commercial contracts, contracts an independent contractor gets and a commission schedule for residential contracts that an independent contractor obtains; is that the idea?

A. Yes, because it would speak to when you are actually selling and, obviously, it's different.

246. Q. Each customer contract, that is

BY MR. ROSENFELD:

256. Q. The sales offices you just mentioned, I would like to go talk about that for a minute. The independent contractors that you referenced worked out of sales offices, primarily or

all the time?

A. The sales offices were typically the meeting location where you know, things were shipped to. You would get, for example, your commission cheque, if you had it to the office. You could have it to your mailing address. So that's where independent contractors would meet; is that your question?

257. Q. Where they are based out of; would that be a fair description of it? All the independent contractors are based out of an office, a regional office?

A. Associated, based, yes.

BY MR. ROSENFELD:

261. Q. Well, if that's it, then that's it. Is it to run the independent contractor sales force; is that the answer?

A. It's to provide a location to, you know, centralize a lot of the stuff as a best practice for the company in ways to ensure things that need to be required and are regulated. You know, there is a location that we can follow up on those.

BY MR. ROSENFELD:

265. Q. I don't know how to say this other than who is in charge of that sales office?

A. I guess the leader, would be my term, out of that sales office would, typically, be the regional distributor. There is also admins and recruiters out of that office that have different reporting structures. That would be the leadership at the office, if that's your question.

266. Q. Right. And the regional distributors, they provided leadership, as you said, to the independent contractors?

A. Well, the regional distributors are independent contractors themselves, and they

provide...what was the phrase you said?

267. Q. Do they provide, what you call "leadership", to what I will call "sales agents", at their offices?

A. They provide leadership to...

268. Q. Right.

A. ...independent contractors associated with that office.

269. Q. Do the regional distributors own or lease the office space for these offices?

A. I can tell you a total list of who...but, typically, Just Energy leases or owns the physical location.

270. Q. Do regional distributors sublease the space from Just Energy?

A. Not to my knowledge, but I could not...do they pay us, you mean?

271. Q. Yes.

A. I don't believe they do.

272. Q. Can I get confirmation of that?

MR. MARTIN: Yes. U/T

273. MR. ROSENFELD: And consistent throughout the class period as well?

MR. MARTIN: Yes. U/T

274. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

275. Q. Are there Just Energy signs up in front of that office, that identify the office as "Just Energy"?

A. Once again, I can give you a complete listing, but I know there are offices, the Fairview office. And at that, you know, location there is a...in the lobby there is a line at Fairview 203, and if you get to 203 there is a sign on the door that says "Just Energy".

276. Q. Right. Have you been to every regional office in Ontario?

A. During the class?

277. Q. Yes.

A. I don't know what the total is. I don't think I have, because some of the class is before my time.

278. Q. How about when you were the regional sales manager, did you visit every Just Energy office under your responsibility?

A. When I was the regional sales manager I...without, obviously, looking back, I want to say I was, at least, at every office once or twice.

279. Q. Right. And did those offices have

"Just Energy" signs out front?

A. Like of the door or the building or...

280. Q. Anywhere.

A. Signage?

281. Q. Signage.

A. Signage. Most of the offices, yes, we have signage. They may be different, but there was...there was signage identifying it was a Just Energy office, if that is your question.

282. Q. Yes. You said "most", all or most? Which ones did not?

A. I say "most" because I can't sit here and recollect every single office right now and confirm, but I would imagine that all of the offices had signage to some extent, referencing "Just Energy".

283. Q. Right. I would like to know if any particular office did not have a "Just Energy" sign on the front of it?

MR. MARTIN: We will let you know that. U/T

284. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

285. Q. And you mentioned that at these

offices there were Just Energy employees working at these offices; is that right?

A. Yes. At offices there were. And, once again, it would be different by office, but there were two, I guess, options, that would be employees out of a typical office of this nature. It would be either an admin, a recruiter or somebody who would have admin/recruiter. They, essentially, would do both roles.

286. Q. So the role of admin and recruiter was at each Just Energy office, either operated by one person or two separate people; is that right?

A. Correct.

287. Q. Great. And those people would be Just Energy employees.

A. Correct.

--- upon recessing at 11:23 a.m.

--- A BRIEF RECESS

--- upon resuming at 11:31 a.m.

RAVI MAHARAJ, resumed

CONTINUED EXAMINATION BY MR. ROSENFELD:

293. Q. Just take a minute to review that, please, if you don't mind? Would you say that's an accurate description of the role of administrator in each of the sales offices?

A. Yes. I mean, I'm not familiar with this document, but by the looks of it it looks like it is the job description when they were admins reporting into Rosie, sales support. This is prior to the RMFO transition we were talking about.

294. Q. Right. So prior to June 2016.

A. Yes.

295. Q. So this will be consistent across all the Just Energy offices in Ontario?

A. I mean, as far as reporting to the manager of sales support, which was Rosalba, typically you know, greeting people, being a conduit for sales support, for commissions and inquiries, and helping with shipping, contract submissions, for the most part I would say, yes.

296. Q. Did the role of administrator change in any way over the class period, in terms of their duties and responsibilities?

A. All our roles are pretty much, you know, subject to change, but I think...I could not tell you there was a major change in the...I think it was fairly consistent, to the best of my knowledge.

297. Q. Can we turn to JE00007592? And just as a recap, the document we looked at before, Just Energy's 00007593, was a job description for the position of...

A. Administrator.

298. Q. ...administrator, thank you. And JE00007592 would be what appeared to be titled as a

job description for regional recruiter. Just take a minute to take a look at that, please, as well?

A. Okay.

299. Q. Would you say that that, generally, describes the position of regional recruiter in the Just Energy sales offices?

A. For the most part. I didn't have a direct impact on recruiting. We were...you know, it was within scope for me, but it's a typical...would be consistent, for the most part.

300. Q. Do you know if that role changed in any substantial way, over the class period?

A. Once again, I was always arm's-length, so I don't know if it drastically changed. I know the recruiting structure changed up to and including however that may have impacted the recruiter job execution, but I would not be able to...

301. Q. But there was always a recruiter in each sales office over the class period, or someone who did that role.

A. For the most part, correct.

302. Q. For the most part or in all sales offices?

A. Well, I want to say there would be a

recruiter in all sales offices. I mean, somebody leaves and takes a while for them, you know, to rehire. There is a time period that we are technically there isn't...that's why I say, "For the most part", but, yes, there would, typically, be a recruiter out of a...out of a sales office.

303. Q. Great. And who do they report to, both the administrator and regional recruiter?

A. So during the class time there is changes, so administratively the admins, as per this job description, would report into sales support manager, which was Rosalba, and then with the conversion to RMFO that changed to reporting into what, essentially, my job was. The recruiters reported into centralized recruiting, and whoever the national recruiting manager was.

In this example it was Sabrina. And then they were converted to reporting to a newly created role, similar to the RMFO, which was the regional recruiting manager.

304. Q. And it also notes, in these job descriptions a "/regional distributor" that they report to. Did they report to the regional distributors in each office?

A. No. So these employees would report

into the employee groups I just mentioned, but they understand the relationship of the regional distributor, because they have worked out of the same place and the same location, is that they were...they were, essentially, you know, working closely related. It was not like a dotted line relationship but it was, you know, the job was a partnership.

305. Q. What is a national distributor?

A. So a national distributor is typically with the understanding of what a regional distributor is, the person that is the leader out of that office. A national distributor would be someone who has, you know, grown his independent contractor organization to now oversee multiple offices, so he would, you know...he would be the national over more than one or two offices, and he would have regional distributors running those offices, or he would be the regional distributor of one of the offices, potentially.

306. Q. So this national distributor would either be a regional distributor or fill the role of a regional distributor in a Just Energy sales office or, I guess, supervise...

A. A regional...

307. Q. ...another regional distributor in another Just Energy sales office.

A. That would be part of his IC group.

308. Q. But in every Just Energy sales office there would be someone who would fill the role of regional distributor.

A. Yes, up to and including the national, potentially.

309. Q. Yes.

A. Yes.

BY MR. ROSENFELD:

315. Q. So now I'm trying to understand the organizational structure at Just Energy and then the sales offices, but we will start with Just Energy. Who do you report to, or who did you report to as regional sales manager?

A. Do I have to keep saying, "During the class period" or is it implied it's always...

316. Q. To me it's implied.

MR. MARTIN: That's fine.

THE DEPONENT: When I was first, kind of, brought on I...in the role of our regional sales manager, I reported into Jason Herod, who was the general manager of the Canada region.

That was...and that was my boss. And subsequently that evolved, and that job later went on to report into Richard Teixeira.

BY MR. ROSENFELD:

317. Q. What was his role?

A. I could not even tell you. Director or...right now his role is vice-president of consumer sales. I believe he was a director before he got that gig, of sales.

318. Q. Right. You still report to Mr. Teixeira?

A. Yes.

319. Q. Currently?

A. Currently, for the role of regional manager of field operations, I still reported to Richard. I also have a subsequent job classification now that has a different reporting structure.

320. Q. Right. The RSM role you were either reporting to a general manager or then, at some point, to the director of sales.

A. Yes.

321. Q. Is there anybody else who interacts with the regional distributors on a daily basis or a frequent basis?

MR. MARTIN: You mean anyone else at the company.

BY MR. ROSENFELD:

322. Q. Anyone else at Just Energy, excuse me. I'm trying to identify, sort of, the bridge between Just Energy and the regional offices, regional distributors.

A. I mean, once again, I could not give you a total list. I was the primary point of contact for the regional distributor to the company. Richard, obviously, you know, they would have direct communication with him. Sales support was a department of which there would be people within that department that may interact directly with a regional distributor.

Just it's easier to, you know, resolve whatever the issue was at the time, as opposed to going through me all the time. There may be more, but...

323. Q. Sure. Above Richard Teixeira, do you know who he reported to?

A. During the class I believe Richard reported...and, once again, I don't know what to tell you if 100 percent of this is accurate, but I know my perception, anyways, Richard reported into Darren, when I originally started.

324. Q. Darren?

A. Darren Pritchett.

325. Q. And his role?

A. His role was, I'm not sure.

326. Q. Let me pull the document, if you don't mind, JE00007295. This is a memo dated August 14th, 2013 from Freddie Sanvictores, director of internal audit, to a number of people. I want to talk about the number of people, if you don't mind.

A. Yes.

327. Q. So Darren Pritchett is mentioned there.

MR. MARTIN: See over there?

BY MR. ROSENFELD:

328. Q. It would be in the "to" line.

A. Okay.

329. Q. His title appears to be, "Executive vice-president consumer sales"; does that sound familiar?

A. I can't remember what his title was. If it says, "EVP of consumer sales" on the document...

330. Q. Right. Richard Teixeira is in there, called, director of sales, and so Mr. Teixeira would report to Darren Pritchett above him.

A. Correct.

331. Q. Right. Jason Herod, do you know who that is, senior vice-president and GM Canada, I guess that would be general manager of Canada.

A. So that is the role that I just referenced, yes.

332. Q. That's the general manager role?

A. Correct.

333. Q. So you were reporting to Jason Herod at some point, and then you started reporting to Mr. Teixeira?

MR. MARTIN: He just said that.

334. MR. ROSENFELD: I just want to clarify it for myself.

THE DEPONENT: I reported to Jason in his role of GM, and then later to Richard.

BY MR. ROSENFELD:

335. Q. So what happened to Jason Herod in the structure? Did he...it references his in this document as general manager of Canada. Did he become oversight of overall sales in Canada or is that Mr. Teixeira's role?

MR. MARTIN: Maybe just take a look at it.

THE DEPONENT: Yes. Should we go to the...

BY MR. ROSENFELD:

336. Q. There is a section "Background" there. Maybe I will ask this in a different way.

A. Yes.

337. Q. If you could confirm that that is an accurate description of the organizational chart at Just Energy from regional distributor on up?

A. The first page here, where it, kind of, specifies...

338. Q. Under the heading "Background".

A. "Background."

339. Q. Yes. Is that an accurate description over the class period, and if it's not can you provide me with that organizational structure over the class period?

A. Yes, I think that will be an accurate summary, just the conversion that I referenced when we went from Jason to Rich, it was after this, but at this time this was what it was.

340. Q. Well, I would like to know what the organizational structure was at Just Energy over the class period, and if it changed over the class

period I would like to know what happened in terms of from the sales department, excuse me, from the regional distributors, up to the COO, and I would like to know that over the class period?

MR. MARTIN: So we will review this document, and the section relating to the "Background", as it's headed in the document, and advise you if this situation changed post this time, August 14, 2013. We will do that. U/T

341. MR. ROSENFELD: And prior to that time?

MR. MARTIN: Well, I'm assuming this is extant as of August 14, 2013.

342. MR. ROSENFELD: I don't know.

MR. MARTIN: Well, no. The witness has confirmed that, so...

343. MR. ROSENFELD: So were there any changes prior to August 14th, 2013 during the class period?

MR. MARTIN: We will do that. U/T

344. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

345. Q. We talked about compliance very briefly. How does compliance fit into this

organizational structure? Is it a different department or is it within the sales department that is being described here?

A. Their compliance department is its own entity, its own department.

346. Q. So it would be outside of this structure that was discussed about the sales department.

A. Correct. I can tell you how that reporting works, but it's a separate entity.

347. Q. I don't have information on that. Can I get the organizational chart from Just Energy in relation to the compliance department over the class period?

MR. MARTIN: So I will tell you that my best understanding is there is not a per se organizational chart, but I will certainly undertake to provide you with information relating to what the various roles were within the compliance department.

348. MR. ROSENFELD: Right. Up to the level of vice-president, I guess, would be somewhere.

MR. MARTIN: Fair enough. U/T

349. MR. ROSENFELD: Thank you.

351. Q. Regional distributors, what is their role?

A. Their role was to provide leadership at the sales offices to, you know, teach sales skills, to provide the opportunity for independent contractors to learn the sales process and improve their sales.

352. Q. What is an assistant regional distributor and what is their role?

A. An assistant regional distributor was a person that was identified, independent

contractor that had, you know, went up through the hierarchy ranks from independent contractor, EA, to you know, crew coordinator and had not gotten their own office yet, was not a regional distributor but was starting to, you know, with the help of the regional distributor, or national...learn some of the sales techniques and skills that would be required to, you know, lead their own independent organization.

353. Q. What was the role of the assistant regional distributor in these Just Energy sales offices?

A. It would be to assist the regional distributor.

354. Q. Anything that the regional distributor asked them to do; is that the idea?

A. It would be what the assistant regional distributor, who was an independent contractor, and the regional distributor, you know what was working for them and what would be in their best interest to promote their goals.

355. Q. The regional distributor is an independent contractor. They contract with Just Energy directly; is that right?

A. I believe so.

356. Q. The assistant regional distributor, you said they are an independent contractor. Who do they contract with; Just Energy or the regional distributor?

A. I believe all the independent contractors contract with Just Energy.

357. Q. I just want, I guess, confirmation for these examinations that that is the case.

MR. MARTIN: That's the case.

358. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

359. Q. Crew coordinators you mentioned, what is their role?

A. So crew coordinators would typically be independent contractors that had, you know, shown growth and shown a skill set that they were able to, you know, be leaders in the field as well, on their path to becoming potentially regional distributors.

360. Q. Who decides that someone becomes a crew coordinator?

A. Typically, out of an office it would be the regional distributor.

361. Q. Would that be considered a promotion?

A. I think so.

362. Q. The crew coordinators, you said that they are independent contractors too. Do they contract with Just Energy or do they contract with the regional distributor?

A. Well, all the independent contract agreements contract with Just Energy, but the independent contractors, in of themselves, would have relationships amongst each other for the reporting structure.

363. Q. Okay. And then the sales agents, that's what I will refer to as the, "Door to door independent contractors", what is their role?

A. Their role is to sell contracts on behalf of Just Energy.

364. Q. Right. Is that their only role?

A. In what sense? Like is that all they do...

365. Q. Yes.

A. ...in their life?

366. Q. No, in their work for Just Energy.

A. In their work for Just Energy...

367. Q. Yes.

A. ...I mean, within the requirements and the guidelines of best practices or...

368. Q. The fundamental purpose of their function is to market gas and electricity contracts for Just Energy; is that right?

A. Yes.

369. Q. There is a mention of also marketing complimentary energy products on behalf of Just Energy. I don't know if you can review the Statement of Defence for a second, paragraph 11.

A. Eleven.

370. Q. Yes.

A. Okay.

371. Q. These sales agents also market these products, Smart thermostats and green energy programs they reference there.

A. Yes, depending on, I mean...

372. Q. We are talking Ontario class action, I am assuming, obviously.

A. We would have...

MR. MARTIN: Not the other class action, just this one.

THE DEPONENT: Whatever the product offerings were. It could be more than gas and electricity. There were other products that were introduced, i.e., thermostats and green options.

BY MR. ROSENFELD:

373. Q. These would be complimentary to the main contract that is sought to be marketed by the sales agents?

A. When you say "complimentary"...

374. Q. Do the sales agents walk around and seek contracts for Smart thermostats or they are seeking them for the electricity and gas and, at the same time, Smart thermostats?

A. It would depend on the product shape. Some products were bundled. Some products were standalone, so it would depend on what product they were selling.

375. Q. Those sales agents would be selling products for Just Energy. These Smart thermostats and green energy programs are Just Energy products.

A. Correct.

376. Q. We had mentioned before that there was a transition of the sales agents to employees, to "energy advisors" is what you called them, what I noted to be November 28th, 2016. Before then, I just want to confirm, that the independent contractors, these sales agents, were not paid any vacation pay. Were they paid vacation pay?

A. Independent contractors?

377. Q. Yes.

A. No.

378. Q. Were they paid overtime pay?

A. Independent contractors...

379. Q. Correct. Yes.

A. ...no.

380. Q. No. Were they paid holiday pay?

A. No.

381. Q. Were employment insurance contributions made on their behalf?

A. You mean CPP and...

382. Q. Well, let's do with EI, so employment insurance contributions, were those made on their behalf, first?

A. No.

383. Q. Were Canada Pension Plan, CPP, contributions made on their behalf?

A. No.

384. Q. And that's consistent across the class period and throughout Ontario.

A. I would imagine.

385. Q. Would you imagine or it is or it is not?

MR. MARTIN: Why don't you assume that's the case, unless I tell you otherwise. U/T

386. MR. ROSENFELD: Perfect. Thank you.

BY MR. ROSENFELD:

387. Q. Can we talk about the onboarding process now? I mentioned that before. It seemed to be a foreign term to you. It's a term that's referenced in the documents. That's why I mentioned "onboarding", because this is when the perspective independent contractor first shows up at the office. I guess they get recruited and they answer an ad or something.

Anyways, they show up to the Just Energy office, looking for this position. What happens at that point?

A. When somebody shows up to an office, typically to the best of my knowledge they would conduct an interview with the recruiter, potentially even an interview, or a meeting with the regional distributor and then from there, if you know, the determination was met they were going to be onboarded, they would go through the onboarding process, including the training modules, the regulated OEB testing, the badging process, background checks, you know.

388. Q. So you mentioned, typically, your

role was to ensure that the sales offices comply with the requirements of Just Energy; does it not?

A. Yes.

389. Q. So this onboarding process, you say it's typical, and this is the process that was supposed to be followed at each office; is that right?

A. Correct.

390. Q. So let's unpack that a little bit, if you don't mind. The initial interview, I guess is what it was called, but who conducted that interview?

A. The initial interview would have been completed by the recruiter.

391. Q. At the Just Energy office.

A. At the Just Energy office.

392. Q. And not the regional distributor. Would they have been in that interview as well?

A. It would be the recruiter, but I...there could be instances where the regional distributor was in there.

393. Q. Is that a group interview, if there is more than one prospective independent contractor?

A. Not to my knowledge it was...it was one on one interviews.

394. Q. Then I guess, if they passed that interview, then what would happen?

A. If they passed that interview they would be, you know...there is a process that is adhered to but, you know, that process is going to be different depending on what day it is. If you are interviewing on a Friday, then the process would be, "Well, our next training class is Tuesday, can you make it in", then...and proceed in the process.

If that interview was on a Monday, well, the training class is tomorrow, you know, "Would you be able to attend or should we put you on this following training class".

395. Q. The next step is training.

A. Correct.

396. Q. Who conducts the training?

A. The training process is, typically, completed by the regional distributor. The OEB proctor process is by the administrator.

397. Q. There is two, sort of, processes you talked about, the Just Energy training, which we will talk about, but is this five course module training program from Just Energy; is that right?

A. When we say, "Just Energy training", yes, we are talking about the modules.

398. Q. Then there is an OEB module that's a separate module from that Just Energy training.

A. Typically we call it the, "OEB testing process", and that's a standalone item, yes.

399. Q. So the Just Energy training, you said that the regional distributor, typically, provides that training. How do they know how to provide that training? Do they get training on how to provide the training to the sales agents?

A. The regional distributors are provided the modules to, kind of, frame the Just Energy training, but it also includes a lot of their personal story that they will add into it.

BY MR. ROSENFELD:

411. Q. ...JE000002949.

A. Okay.

412. Q. Again, if you just want to make yourself familiar with it? Again, I'm not going to ask questions about what is in it. I just want to know if you have seen it, and then we can go from there. So have you seen this before?

A. Yes. By the date, by the looks of it, this is essentially to conduct the training.

There is, you know, some best practices and rules and regulations that need to be adhered to. Really when it comes to the way we are testing aspect of it, this document would outline that.

413. Q. This deals with the OEB testing?

A. I thought I saw it here somewhere. One secone. Yes, it's the OEB presentation and test, clearly just a reference of it, of how it fits into the...

414. Q. Right, but this document appears to be a guidebook to put on the Just Energy training module; is that right?

A. Yes.

415. Q. Right.

A. Correct.

416. Q. So for an analogy, it's like the teacher's guide to the course that they're putting on.

A. Correct.

417. Q. Right. And who would be provided this?

A. So this would be provided to the sales offices and it would typically be leveraged by the person conducting the training, so the regional distributor.

418. Q. You mentioned "leveraged", meaning they use it.

A. Reference it, yes.

419. Q. Are they expected to follow this guidebook when giving the training?

A. Yes. These are the guidelines that we indicate as a best practice and once again, you know, to ensure regulatory and compliance-wise, we are, you know, compliant.

420. Q. This guidebook would be provided to all the Just Energy sales offices.

A. It would, yes.

421. Q. There would not be a different guide book per sales office?

A. No.

422. Q. It would be the same...

A. In Ontario, no.

423. Q. It would be revised from time to time as well?

A. It would.

424. Q. When that gets revised that would be circulated to the offices and they will be told to follow this new version?

A. Correct.

BY MR. ROSENFELD:

467. Q. Then there is JE00007201. This is a document with the title, "Ontario OEB Module/Orientation Process". The date that I have for the document, in the productions, is, I believe it's January 2nd, 2013.

A. January 2nd, 2013?

468. Q. Correct. Yes. Have you seen this document before?

A. While I was in here, at this time, but I have seen this document. When I say "this document" I don't know if it's this version, but a

document that essentially outlines the OEB testing process.

469. Q. A similar document to this.

A. Correct.

470. Q. What is the purpose of this document?

A. So the purpose of this document is to outline the OEB testing process and the requirements, the regulatory requirements on how and who that process should be conducted.

471. Q. Who would these be provided to?

A. This typically would be provided to the admin because they would be the one executing it, but it would also, you know, be provided to the regional distributors so that they are aware of it as well.

BY MR. ROSENFELD:

481. Q. Why does Just Energy provide direction on the orientation process to its sales offices?

MR. MARTIN: That's a good question.

THE DEPONENT: The direction for the OEB testing component is provided because...and it's selling energy in Ontario is a very highly regulated business. And, as a best practice of the guidance, is sent out to execute the OEB testing to ensure, you know, regulatory and legal requirements are maintained.

BY MR. ROSENFELD:

482. Q. The orientation process is more than just the OEB module. What about the Just Energy

training modules? Why is there direction from Just Energy on that orientation process?

A. Like direction on what to train?

483. Q. Yes, on what to train, on how to train.

A. I believe the direction for the modules originated from the amount of information you require to be able to sell energy in Ontario, and these are items that would assist you and put you in a position to excel.

484. Q. Is Just Energy trying to ensure that there is consistent training to all of the prospective independent contractors that come through the door?

A. I would say that's fair. I think it's important, once again, for regulatory and legal requirements that that comes through training, has a core understanding of core items, especially when it relates to legal and regulatory requirements.

491. MR. ROSENFELD: Okay. JE00009417. That

is not the one I have.

MR. MARTIN: We have the one that says: "...Just Energy is the vehicle to make your dreams come true..."

Is that the one you want?

MR. BROWN: I think you said "91"...

BY MR. ROSENFELD:

499. Q. Have you seen this before?

A. It looks like module one...of the training document. I'm not sure what version I would date this, but...

500. Q. Right. This is one of the five Just Energy training modules; is that right?

A. Correct.

501. Q. Right. And I will give you the numbers for the others, but there are various versions of these modules over the class period; is that right?

A. I imagine there would be.

502. Q. Do you recall?

A. Yes. There are numerous versions. There were changes. A good example is Dan Cameron who had the vision. When he left, you know, some of these changes were just as simple as, you know, removing him, obviously, from the collateral because he was no longer working on behalf of the company.

503. Q. The "collateral" is what?

A. This module.

504. Q. Right. And so when a new version would come out, would that get circulated to the Just Energy offices?

A. Yes.

505. Q. That new module, new version, excuse

me, it would be expected that that would be provided as the training to the independent contractors at that time.

A. Yes.

506. Q. So there was a consistent set of modules for any particular independent contractor over the entire class period, sorry, over the Just Energy offices at any given time. I will do that again.

Each version...a new version comes out, it gets circulated at the Just Energy offices, and then all the independent contractors that get trained from that point forward get trained on the same version of the module.

A. Yes.

507. Q. Until a new version comes out, and then that new version gets used.

A. Yes.

508. Q. Who are these modules provided to?

A. These modules are provided to the regional sales offices, typically, to the attention of the admin, or the recruiter who would...you know, part of their task would be to manage and then store these items on-site.

509. Q. Right. I just want to quickly go

through the remaining modules from this e-mail, just to confirm them and tie them off. JE00009418 should be module two.

MR. MARTIN: We have that.

BY MR. ROSENFELD:

510. Q. Right. And you have seen this before, "this" being a module two, a various version of module two, but the next one is JE00009419.

MR. MARTIN: Three of five, yes.

BY MR. ROSENFELD:

511. Q. Three of five, and you have seen this type of thing before?

A. I don't recall this actual one, but module three.

512. Q. Right. Okay. JE00009420. And this will be...

A. Module four.

513. Q. ...module four, which you have seen versions of this during the class period.

A. Actually, that is Ali Zamany. I remember his...I remember this one.

514. Q. Great. Next one is JE00009421, and that's module five.

A. Correct.

515. Q. Right. And you have seen various versions of this for the class period as well?

A. Yes.

516. Q. Right. And these modules, all five of them, come as a package, they are trained as a package. You don't just train one, but not the other four.

A. No, the training process would be the complete...all the modules.

517. Q. Right. And new versions of the modules may come out on a per module basis, and those get circulated, or they may come out on all five modules at the same time?

A. I'm not sure I would be able to answer that question. That's really a sales support function, but I imagine that either would be the case.

518. Q. You don't distribute these modules to the Just Energy sales offices when you were the RSM?

A. No. I would get sales support. I would just go there to ensure that the current version is up-to-date.

519. Q. Right. Okay. And the regional

distributors are directed to train the independent contractors based on these modules.

A. The most up-to-date.

520. Q. The always most up-to-date version of the modules, yes.

A. Correct.

521. Q. Yes. Okay. We have been provided with a whole bunch of drafts, or versions of these documents, I would like to have a track of the versions over the class period for these modules; are you able to provide that to us?

MR. MARTIN: I will take that under advisement. U/A

522. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

536. Q. "What You Need While Marketing" is the document title. And this doc ID that I have is JE00002940. You have seen this document before?

A. I have seen this document.

537. Q. What is the purpose of this document?

A. So the purpose of this document is to, you know, identify best practices that we

would...you know, the company would want independent contractors to adhere to while marketing, just to be in line with regulatory and legal requirements.

538. Q. You mentioned that this was a handout. Is it given to the independent contractors? Who is it given to?

A. So if a document of this nature, if it had...are you watching what I'm watching?

539. Q. Yes.

A. Yes. If it's got, I believe this is the binder approved stamp.

540. Q. Yes.

A. It means it would be an item that would be eligible to be in an independent contractor's binder.

541. Q. Right. So it's not given separately to an independent contractor. It's part of their manual?

A. No...

542. Q. What is a "binder"?

A. It would be provided to the sales offices.

543. Q. Yes.

A. Many things are provided to the sales offices. OEB testing process, for example,

that would not have a binder approved stamp that you would, you know, issue to an independent contractor. A document like this would be something that would be applicable.

544. Q. So it would be given to an independent contractor.

A. It would be given to the sales offices, and the sales offices would, you know... this would be a document that they would issue to the independent contractors.

545. Q. Right. So it would make its way to the independent contractors.

A. Yes.

546. Q. Right. And what is the purpose of this particular document?

A. What you need...on marketing?

547. Q. Yes.

A. This is a document that kind of outlines some of the best practices that an independent contractor should adhere to while... well, selling from regulatory and legal requirements.

548. Q. They are expected to follow this document.

A. There are aspects of this document

that are required and they should follow, once again, because of regulatory requirements. The badge being an example, the utility pin being an example, some business cards being an example.

549. Q. This particular document and others like it are revised from time to time; is that right?

A. If regulation changes or there was new items it could be revised, yes.

550. Q. When they are revised these new versions are circulated to the sales offices.

A. Correct.

551. Q. It's expected that those sales offices provide those new versions to their independent contractors.

A. Correct.

552. Q. The next attachment should be titled, "Interacting With Customers With Disabilities", and the document ID number that I have is JE00002941. Have you seen this document before?

A. I have.

553. Q. What is its purpose?

A. Its purpose was also, you know, a best practice and to ensure the legal and regulatory

requirements when interacting as independent contractors out in the field, with customers with disabilities.

554. Q. It has the stamp at the bottom left of that document, "approved". What does that stamp say?

A. "Sales binder approved."

555. Q. It says "rules binder"; does it?

A. "Sales."

556. Q. "Sales binder" and "approved". Okay. And this document, what is it's purpose? It's to advise independent contractors to do what?

A. So this is a document, and I'm not sure if there was a regulation that had come out specifically for, you know, customers with disabilities and whatnot, but this, once again, would have been a document that we would have provided as a best practice to the offices to outline, you know, how you should interact with customers with disabilities, you know, to avoid complaints and to remain compliant.

And I believe at the bottom here in the underlined section, it really directs them to not sign those customers up and then, you know, provide them their name and then their number and leave them

the brochure to kind of call in to us.

557. Q. Right. And this document had been revised, from time to time, over the class period as well.

A. I could not tell you offhand, but I mean, all documents would have a version number and would be subject to a revision...

558. Q. And if it was revised the new revised version would be circulated to the sales offices.

A. That's correct.

559. Q. Those new versions at that time would then be provided to the independent contractors.

A. That's correct.

560. Q. The next document attachment should be titled, "ON Acceptable Marketing Practices". The document ID number I have is JE00002942. Have you seen this before?

A. I have.

561. Q. Is this also a document that is approved for the sales binder?

A. Yes. If it has got the stamp on it, right.

562. Q. So this would be provided to

independent contractors.

A. It could, yes, because it's there.

563. Q. Yes. It could or it is?

A. It is.

564. Q. What is the purpose of this document?

A. So this document by the title is acceptable marketing practices and once again, outlines the best practices from a regulatory and legal standpoint to you know, ensure that when independent contractors are out there selling they are, you know, adhering to the guidelines. For example, the "Do not solicit" list.

565. Q. This does not say "best practices", this says, "Acceptable marketing practices" and the third, I guess paragraph, says, "Independent contractors must" and then it has a list of things they must do. Are independent contractors expected to comply with this document?

A. Yes.

566. Q. And this document may get revised from time to time over the class period.

A. Potentially.

567. Q. Yes. And if it does get revised it would get circulated to the sales offices.

A. That's correct.

568. Q. Then it would be provided, like a new version to the independent contractors.

A. That's correct.

569. Q. The next document should be titled, "ON Commission Example", and the document ID I have is JE00002943. Have you seen this document before?

A. I have.

570. Q. Is this an approved document for the binder?

A. No, it does not look like it has a stamp on it. This would be something that would probably be leveraged in the onboarding process.

571. Q. So what would be the purpose of this document?

A. The purpose of this document is a commissions example to outline, you know, based on the office and what produce was being sold there, what an average independent contractor could potentially make.

572. Q. How would this be provided to the sales agents, or would it be provided to the sales agents?

A. This would be part of the...I believe the module associated to commission

incentives and awards, I believe module three or module four.

573. Q. So this would likely get...it's possible that this document gets revised from time to time over the class period?

A. Yes.

574. Q. When it does get revised it gets circulated to sales offices.

A. Yes.

575. Q. When it gets revised the sales offices would provide that to the independent contractors or use it as part of their onboarding process.

A. It's similar to the, like new versions of the modules.

576. Q. Yes.

A. Yes.

577. Q. The next document should be, "ON Customer Contact". The document ID I have is JE00002944. Have you seen this document before?

A. Yes.

578. Q. This is approved document for the sales binder.

A. Yes.

579. Q. What is the purpose of this

document?

A. The purpose of this document is in order to complete a sale there is a call that has to occur, and this outlines the...to the independent contractor the number that should be dialed and the hours of operation.

580. Q. This document is possibly revised during the class period; is that right?

A. Yes.

581. Q. If it is revised does it get provided to the sales offices?

A. Yes.

582. Q. And those sales offices provide that to the independent contractors.

A. Yes.

583. Q. Next document would be ON FAQs. The document ID number I have is JE00002945. Have you seen this document before?

A. Yes.

584. Q. Is this approved for the sales binder?

A. Yes.

585. Q. What is the purpose of this document?

A. This would be related to the

customer interaction module. I'm not sure what module it is. And it would...it would be leveraged when onboarding new independent contractors during that time.

586. Q. It will be used during the training; is that the idea?

A. Correct. And it will be specific. For example, this will speak to the program that was selling in Ontario, whereas you know, other versions in other regions will have specific to their products.

587. Q. So the program you are talking about is the JECP, which is the Just Energy Conservation Program; is that right?

A. For this document, yes.

588. Q. This document may get revised from time to time, over the class period.

A. Yes.

589. Q. And when it's revised it gets circulated to the sales offices.

A. Yes.

590. Q. Those sales offices would provide these to the independent contractors.

A. Yes.

591. Q. The next document, which should be

ON JECP sales script, and the document ID number I have is JE00002946. Have you seen this document before?

A. Yes.

592. Q. Is it approved for the sales binder?

A. Yes.

593. Q. What is the purpose of this document?

A. The purpose of this document is to be used during the customer attraction module and the onboarding to teach new independent contractors and energy advisors how to sell the product.

594. Q. This is just in relation to Just Energy's Conservation Program. Is there other programs that there would be scripts for?

A. Correct. So this would be to be able to sell the product, so yes.

595. Q. What is the, "Just Energy Conservation Program"?

A. That was the product that was being sold to...you know, in this date on the 14th here. It's a...

596. Q. What do you mean? The program is the energy and gas contracts? That's the Just Energy Conservation Program?

A. Yes. And I will have to...I can't recall exactly, but I believe the Just Energy conservation program was essentially gas and electricity and thermostat.

597. Q. This document may get revised from time to time over the class period.

A. Yes.

598. Q. When it gets revised it gets circulated to the sales offices.

A. Yes.

599. Q. The sales office, in turn, would then provide that to the independent contractors.

A. Yes.

600. Q. The next document is, "ON Key Marketing Information", or "ON Market Details", and that document ID number that I have is JE00002947. Have you seen this document before?

A. Yes.

601. Q. Is it approved for the sales binder?

A. Yes.

602. Q. What is the purpose of this document?

A. The purpose of this document is to be leveraged during the customer interaction module and once again, provides valuable information to

teach the independent contractors about the product and market that they would be selling and working in.

603. Q. So when they get ask questions at the door that they are trying to market on they will have the answers for them.

A. Correct.

604. Q. This document will get revised from time to time over the class period.

A. Correct.

605. Q. When it gets revised it gets circulated to the sales offices.

A. Correct.

606. Q. Those sales offices, in turn, give those to the independent contractors; is that right?

A. Yes.

607. Q. We will get there eventually. The next document is the, "ON Objection Handling". The document ID I have is JE00002948. Have you seen this document before?

A. Yes.

608. Q. Is it approved for the sales binder?

A. Yes.

609. Q. What is the purpose of this document?

A. The purpose of this document is to provide the independent contractor with some common objections and some suggested rebuttals to assist them with selling the JECP product.

610. Q. This document may get revised from time to time over the class period.

A. Yes.

611. Q. If it gets revised it will be provided to the sales offices.

A. Yes.

612. Q. And those sales offices then, in turn provide it to the independent contractors.

A. Yes.

613. Q. The next document is called the, "ON Orientation Guide Book" as it's titled in the e-mail. The document ID I have is JE00002949. We have looked over a version of this beforehand, and we have talked about this document beforehand.

This is a document that would not be provided to an independent contractor. It will be provided to the sales office to provide the training; is that right?

A. As the guide book, correct. Yes.

614. Q. Yes. Okay. The next document should be titled, "The IC Referral Commission Form".

And I have document ID number JE00002950, and have you seen this document before?

A. Yes.

615. Q. What is the purpose of this document?

A. This was used during the commissions, incentives and rewards module and it essentially captures the referral bonus, which was a bonus to refer other independent contractors to be on board.

616. Q. Right. And this is an approved document for the sales binder.

A. That's correct.

617. Q. This may get revised from time to time over the class period.

A. That's correct.

618. Q. And when it gets revised it gets provided to the sales offices.

A. That's correct.

619. Q. Those sales offices, in turn, provide it to the independent contractors.

A. That's correct.

620. Q. The last document, thankfully, is "Weather Conditions", I believe it's titled, and the document ID is JE00002951. And the document itself

is referred to as, "Marketing in Hot and Cold Weather Conditions". Have you seen this document before?

A. Yes.

621. Q. Is this approved for the sales binder?

A. Yes.

622. Q. What is the purpose of this document?

A. It's to be reviewed during the customer interaction module and it provides the new independent contractors with some information on marketing and cold weather conditions.

623. Q. It gives them recommendations on what to wear to go out, while they are doing their work.

A. Clothing is a part of it for cold temperatures, for sure.

624. Q. May this document be revised from time to time over the class period?

A. Yes, potentially.

625. Q. When it's revised it gets distributed to the sales offices.

A. Correct.

626. Q. And those sales offices then, in

turn, provide it to the independent contractors.

A. Correct.

627. Q. Okay. Thank you. Let's do this last piece, a similar...so after the Just Energy training modules during the orientation process, those are presented to the candidates, what would then be next; the Ontario Energy Board module?

A. In the guidebook there is a, or of module...it didn't go one to five. And then I believe the OEB is embedded in there. It's not at the end.

628. Q. The sales offices are expected to follow that schedule.

A. Correct.

632. Q. Let's quickly go through these documents. The first one would be, "Ontario Industry Learning Module", and the title of the document is, "Ontario Industry Training Assessment Booklet". All right. And the document ID I have is JE00003040. Have you seen this before?

A. Yes.

633. Q. What is this?

A. This looks like the actual OEB test.

634. Q. Right.

A. Yes.

635. Q. This might get revised from time to time during the class period?

A. Correct.

636. Q. When it gets revised it gets circulated to the Just Energy sales offices.

A. Correct.

637. Q. So that they could then administer it to the independent contractors.

A. Correct.

638. Q. The next document should be, "Ontario Industry Training Module Storyboard". Document ID I have is JE00003041. Have you seen this document before?

A. Yes.

639. Q. What is this document?

A. I believe these are screen shots of the OEB testing. It was a CD.

640. Q. Is this the training or the testing?

A. That would be testing. There would be the test. These are the screen shots for the test.

641. Q. So these are shown during the test; is that the idea?

A. So the testing process is you review the...you observe the module and then you conduct the tests associated to that module and then you basically do that eight times.

642. Q. So what is this?

A. So this is essentially a screen shot of all the screens that would appear in this CD, if

you were to play it.

643. Q. So you mentioned that the administrator is the one who administers the OEB module.

A. Correct.

644. Q. It's really pressing "play" on the CD, and the CD has slides, and teaches the independent contractors about dealing with the module.

A. Correct. They have some more requirements, but yes, it's playing a CD.

645. Q. So instead of the CD this is the storyboard. This what is shown on the CD; is that the idea?

A. Correct.

646. Q. Right. And this revised from time to time over the class period?

A. Potentially, correct. Yes.

647. Q. Yes. And if it is revised it's circulated to the sales offices.

A. Correct.

648. Q. And the sales office would then use that new version in their OEB module training.

A. Correct.

649. Q. The next document should be the

Ontario market and OEB completion form. Document ID is JE00003042. Have you seen this document before?

A. Yes.

650. Q. What is this document?

A. So this is the statement of completion that is completed at the end of the OEB testing process.

651. Q. All independent contractors who go through this process have to sign a similar document.

A. Correct.

MR. MARTIN: If they pass.

BY MR. ROSENFELD:

652. Q. If they pass. The next document should be called the, "Ontario OEB Proctor Step by Step", and the document ID I have is JE00003043. Have you seen this document before?

A. Yes.

653. Q. What is this document?

A. So this document is the guide, or the step by step, in order to complete the OEB testing process.

654. Q. This is for the proctor to follow; is that the idea?

A. Correct.

655. Q. Who is the proctor?

A. The proctor would be the admin.

656. Q. Why does the Just Energy administrator have to be the one doing the proctoring and not a regional distributor?

A. The proctor role has to be filled by someone who is not compensated by the individuals in the class. The admins don't get overrides. They are not compensated. And there are other requirements. I guess we can review the document, but that's essentially why the admin is the one that proctors.

657. Q. This document may get revised from time to time over the class period.

A. Correct.

658. Q. And it would get circulated then to the sales offices...

A. Correct.

659. Q. ...for them to use in the new training of the OEB module.

A. Correct.

660. Q. The next document would be the, "Ontario Industry E-Learning Participant Guide", and the document is, or the ID is JE00003044. If you

can just go back to the top for a second, the title? In the e-mail, it's described as "E-Learning". This does not mention "E-Learning", it just says, "Ontario Industry Training Module Participant Guide".

Is there a different E-Learning version? Why don't we get there in a second. I actually have a document to refer you. Have you seen this particular document before?

A. Yes.

661. Q. What is the purpose of this document?

A. This is the hard copy version of the orientation.

662. Q. The orientation or the OEB module; which one?

A. This is the OEB testing.

663. Q. So this is the hard copy that's provided to each independent contractor; is that the idea, and then they also watch it on the screen?

A. Sorry, just give me a second.

664. Q. Yes.

A. Yes.

665. Q. I now forget the question, to be honest, that you just answered, but this is the

OEB...

MR. MARTIN: By the way, yes.

BY MR. ROSENFELD:

666. Q. Yes. This is the hard copy of the OEB module that's provided to the independent contractors while they are also watching the CD; is that the idea?

A. Yes.

667. Q. Thank you. This may get revised from time to time over the class period.

A. Yes.

668. Q. And when it's revised it gets circulated to the sales offices.

A. Yes.

669. Q. The sales offices then provide it to the independent contractors.

A. Yes.

670. Q. The next document, it should be the last one in that attachment, and it should be entitled, "Ontario Industry Learning Module OEB Assessment" and then "Answer Key".

A. "Ontario Industry Training Assessment Booklet" is what we have.

671. Q. Yes. If you can just go back to the

e-mail for a moment, if you don't mind? And it should be, yes, the, "Ontario Industry Learning Module (OEB) Assessment [Answer Key]", that's the document. It is titled in the document, "Ontario Industry Training Assessment Booklet". The document ID I have for it is JE00003045. Have you seen this document before?

A. Yes.

672. Q. What is this document?

A. This is the answer key for the OEB testing.

673. Q. What is it used for?

A. This is used by the proctor to score the test.

674. Q. Right. So then the proctor administrator is the one that marks each test to see if someone passes or fails.

A. Correct.

675. Q. Obviously it's revised from time to time over the class period, and when it gets revised it gets sent out to the sales offices.

A. Correct.

676. Q. Those sales offices then would provide it to the administrator to administer all those tests.

A. Correct.

BY MR. ROSENFELD:

709. Q. Is there a standard independent contractor agreement that is provided to these sales agents?

A. For Ontario?

710. Q. For Ontario.

A. Yes.

711. Q. Yes. Who creates that document? Not specifically the person, the entity. Is it Just Energy that creates that document?

A. Yes. It would go through, obviously, approvals within Just Energy, yes.

712. Q. That standard agreement is revised from time to time over the class period.

A. Potentially, yes. The commission would be a good example of how and when it would be...if the product changed, then the commissions associated to it changed.

713. Q. Right. And those revisions would

get circulated to the sales offices.

A. Correct.

714. Q. The sales office would be expected to have the independent contractors sign the version that was currently in force at that time.

A. Correct.

BY MR. ROSENFELD:

744. Q. That these Just Energy contracts are revised from time to time by Just Energy and circulated to the sales offices.

A. Yes.

745. Q. Yes. Are the sales agents or independent contractors able to make amendments to this contract before they sign it, and have the Just Energy signing party confirm those amendments?

A. I'm not aware of that being an option.

BY MR. ROSENFELD:

823. Q. So can we go back to Just Energy 00004421, and back to the commission schedule attached to that independent contractor agreement? And it talks about "initial commission" or "reconciliation commission" and a "residual commission".

MR. MARTIN: We have that, yes.

824. MR. ROSENFELD: And the reconciliation commission has certain conditions on it, when an independent contractor can be paid for that reconciliation commission.

MR. MARTIN: Just one moment. We are just going to have to go down to that. Yes. Okay. Hang on. Yes, we have that.

BY MR. ROSENFELD:

825. Q. Yes. And it's the last portion, the last paragraph in Section 2 there, the first two:

"...Only contractors who have submitted

effective contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments..."

My question is does Just Energy have a system to track when people submit contracts?

A. Yes. Every contract that comes in is logged and has a corresponding date to it.

826. Q. So it's not someone manually, at the office, looking through some papers to see when this independent contractor submitted their last contract; is it?

A. No. I can't tell you what the process is. I'm sure it's...

827. Q. Whether there would be a computer record of the date that these contracts got initiated per an independent contractor?

A. That would be my understanding.

828. Q. When someone might be up for a reconciliation commission there is some computer program that automatically calculates whether they are entitled to it or not; is that right?

A. That's my understanding.

829. Q. And a residual commission also has certain requirements...

MR. MARTIN: Just one moment, please?

830. MR. ROSENFELD: Yes. It would be paragraph 5 there.

MR. MARTIN: Five, thank you. Okay. We have it up.

BY MR. ROSENFELD:

831. Q. And there are various requirements for independent contractors who have submitted contracts, you know, 65 contracts within a three month period prior to the residual payment, had submitted an effective contract within 30 days and had not provided someone else, you know, had not competed against Just Energy, again those...whether someone complies with that, those requirements are automatically generated by the Just Energy computer system?

A. That would be my understanding.

832. Q. Right.

MR. MARTIN: Well, in fairness I mean, you know, to the extent that your question suggests, for example, that our computer system knows whether somebody has provided service to a competitor or not, I don't know.

BY MR. ROSENFELD:

833. Q. No, and that's not the question. The other two conditions, yes, there would be data within Just Energy that I would be able to identify whether someone met those first two conditions.

MR. MARTIN: Do you see the first two conditions there?

THE DEPONENT: Correct. Yes.

BY MR. ROSENFELD:

838. Q. Have you seen that document before?

MR. MARTIN: We have "Code of Conduct

for Gas Market"; correct?

839. MR. ROSENFELD: Sorry.

MR. MARTIN: Is that what you have?

840. MR. ROSENFELD: This document is identified as, "Ontario Energy Board Code of Conduct For Gas Market or Sales".

MR. MARTIN: Yes, that's what we have. Yes.

841. MR. ROSENFELD: We stated November 17th, 2010.

MR. MARTIN: Yes.

BY MR. ROSENFELD:

842. Q. Have you seen this before?

A. Well, we wouldn't be here for this version, but I have seen this, this document.

843. Q. Some other versions of this document?

MR. MARTIN: The gas may be the version he saw.

THE DEPONENT: Might be, yes, if it has not been updated. Yes.

BY MR. ROSENFELD:

844. Q. Right. So what is this?

A. This is the Ontario Energy Board's code of conduct for...

MR. MARTIN: That's more good news.

THE DEPONENT: I can't describe it. I apologize.

BY MR. ROSENFELD:

845. Q. So it's applicable to independent contractors?

A. So how I perceive this document is that this document is applicable to Just Energy in how we, you know, implement best practices to, you know, adhere to these rules and regulations; does that answer your question?

846. Q. Yes. So how does Just Energy implement this code of conduct for its independent contractor? Does it do the training modules that are provided, that's what sets out what is required under the code of conduct?

A. I think the training is a component of it. I think some of the random audits I do is, obviously, directly for this purpose. And I think some of the requirements while in field, for example, the business card, and having that as a requirement is how, you know, Just Energy adheres to

this document by providing that requirement for independent contractors.

847. Q. Right. Here is a question for you, is this code of conduct provided to the sales agents, the independent contractors?

A. I can't remember offhand.

848. Q. I would like to know if it's provided to them over the class period.

MR. MARTIN: So are you talking is a hard copy printout of this document given to them or is this code of conduct covered, for example, in the training, which I believe it is?

849. MR. ROSENFELD: No. I want to know if this particular document is given to and reviewed by sales agents, independent contractors.

MR. MARTIN: This particular document. We will advise. U/T

850. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

851. Q. And so the reference to the training materials, I have no doubt the reference requirements from the Ontario Energy Board codes of

conduct, you mentioned those as being guidelines and best practices.

So are the codes of conduct requirements from the Just Energy Board described to independent contractors as being requirements or as guidelines and best practices?

A. Well, the things that come from the...this document, essentially, that is, you know, mandated by the regulatory body, are requirements.

852. Q. I understand that, but how are they described in the training materials, the modules?

MR. MARTIN: Well, they speak for themselves, whatever they say...

867. MR. ROSENFELD: I'm sure you could. Next document is JE00008239. The title is, "Ontario Energy Board Electricity Retailer Code of Conduct", and it's also restated November 17th, 2010.

MR. MARTIN: Thank you.

BY MR. ROSENFELD:

868. Q. And you have seen this document before?

A. Yes. Seen, yes.

869. Q. What is this document, in your description?

A. It's the code of conduct from the Ontario Energy Board for electricity retailers, and...

870. Q. And compliance with these requirements are set out in the training module documents that you had mentioned before.

A. Correct.

871. Q. Is this document provided to sales agents or independent contractors?

A. I don't recall, but I would say... I'm not sure.

872. Q. The same question for the gas version, if you can find out.

MR. MARTIN: Yes. U/T

873. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

874. Q. And similar to the gas marketing code of conduct, these codes of conduct requirements are expressed to Just Energy independent contractors through the training process.

A. Correct.

875. Q. Both of these codes of conduct, they

may get revised from time to time by the OEB. I'm not actually sure if there is a revision, but if there was a revision that then ostensibly gets circulated and incorporated into the training materials?

A. Correct.

876. Q. I'm going to go back to the regional distributor, if you don't mind. And we talked about his role, his or her role. There has been a mention, in a number of the documents, and compliance requirements, that field shadowing is something that Just Energy ensures that its independent contractors undergo, can you explain what that is or your understanding of that?

A. My understanding of "field shadowing"?

877. Q. Yes.

A. Field shadowing is, you know, a best practice that the regional distributor or crew coordinator or you know, some other leadership at the office would conduct, you know, to ensure that the ICs are adhering to the requirements that are mandated by the OEB such as the business card and also to assist them with their sales process by you know, observing things that they are doing well and

things that they are not doing well in and coach them accordingly.

878. Q. Where does the field shadowing happen? Does the regional distributor or crew coordinator go around with the sales agent, door to door?

A. Yes, it would be in the field.

879. Q. Okay.

A. Yes.

880. Q. The regional distributor is responsible for ensuring that that field shadowing happens for the independent contractor?

A. Yes. I mean, it's also on the crew coordinator. And, you know, to a certain extent I have been out there, as well, observing, and our compliance team has a...field shadows as well, so it's...there is multiple groups that would, potentially, conduct a field shadow.

881. Q. Yes. No, my reference to "field shadowing" is during the orientation process.

A. I see.

882. Q. And it appeared to me that there was a component of that orientation process that after complying with, you know, these modules and signing your independent contractor agreement, that you

would then be field shadowed in your first day or two or three, or whatever that was, so in that regard does that happen? Does the regional distributor ensure that that happens or does that happen?

A. Okay. So that type of field shadowing, that could be observing the new person, but it could also reference the new person observing a seasoned independent contractor as well; right?

883. Q. Yes.

A. And that does occur as a best practice.

884. Q. Right. And so the regional distributor would be responsible for ensuring that that happened for its independent contractors.

A. He would be, you know, responsible for, you know, promoting that that occur. Ultimately if...

885. Q. "Ultimately" what? It would not be the independent contractor's responsibility to be job shadowed. The question is is that a requirement? I had understood from the materials that that was identified as something that would happen within the first few days, week of a new independent contractor's orientation.

A. Yes, it would. It would occur. It's a very generic answer, though. If somebody was a seasoned sales professional, they scored high in the orientation and then they were a, you know, previous independent contractor who had worked for five years, that regional distributor may be comfortable with that person, you know, selling sooner rather than later, so it's a case by case, depending on the skill set as well, but as a best practice it was promoted.

886. Q. Right. You mentioned earlier that the regional distributors put on the training sessions for the independent contractors, when they come in, and that...

A. Do you mean modules?

887. Q. Yes, during the orientation process. And you also mentioned that they are the leader of their office.

A. M'hm.

888. Q. Are they responsible, not responsible, but do they try to motivate the independent contractors to perform better, I guess, during their work?

A. I would say so. I think they...part of their leadership is to promote, you know,

improvement.

889. Q. Are they providing ongoing training to the independent contractors?

A. Yes. I think they are providing ongoing coaching and, you know, it's voluntary, but it's there for who chooses to, you know...want to be a part of that, a little bit or a lot.

890. Q. Are they provided direction to the crew coordinators that you had mentioned beforehand?

A. Yes. They would have a good relationship with their crew coordinators.

891. Q. Are they making sure that the independent contractors submit their signed contracts on a regular basis?

A. There would be a process and an expectation, yes.

892. Q. I think you had mentioned before, but maybe you can confirm again, that the regional distributors are seeking to ensure that the independent contractors comply with all of these codes of conduct and requirements from Just Energy?

A. Sorry, can you say that one more time?

893. Q. That if the regional distributor is the one who makes sure that the independent

contractors comply with the codes of conduct and Just Energy best practices?

A. They are one of, one of the ones.

894. Q. Right.

A. Yes.

895. Q. Does Just Energy hold the regional distributor responsible for independent contractor violations of those codes of conduct?

A. I can't reference it offhand, but I know it would be referenced in the compliance matrix what, you know, regional distributor and how they would be associated with it.

896. Q. Yes. I'm not trying to trip you up either, but there was a compliance matrix attached to a regional distributor agreement, so someone does comply with that. Someone follows whether regional distributors are complying with the requirements as well.

A. Sorry.

897. Q. Are regional distributors supervised by the same compliance department that...

A. Oh, yes.

--- DISCUSSION OFF THE RECORD

BY MR. ROSENFELD:

915. Q. What is the distinction between the Fairview office west, east, north, south?

A. So Brian Marcellus was the national of the Fairview offices, and the distinction between Fairview west and north is how he split up his distribution. He had different regionals. I don't know. I would not be able to...

916. Q. You don't know?

A. I don't know what...

917. Q. This happened during your time frame; did it not?

A. Yes.

918. Q. So, I mean, is it a territorial distinction, that Fairview west took a certain territory and Fairview east took a different territory?

A. Not to my understanding. They worked...

919. Q. In the same areas.

A. ...well, in the same areas, but they didn't have their own areas, if that's what you are asking.

920. Q. I don't understand the distinction. Apparently there is a distinction without a reason. I would like to know what the reason is for the distinction. How could there be separate offices within one physical office, and what the distinction would be between those? How would a badge of an independent contractor go to one office versus another within the same physical location?

MR. MARTIN: Do you know?

THE DEPONENT: I'm trying to figure out what the question is. Like...

MR. MARTIN: What is the distinction between the Fairview west, east, north, south and offices within the same physical office location?

THE DEPONENT: The distinction would be that there would be different, and this is my assumption, different regional distributors associated.

So, for example, Brian would be the national of all these Fairview offices, but he may have a regional for Fairview west and a regional for Fairview north, and short of that distinction they would have the same location, it's not like we had two

offices; does that answer your question?

BY MR. ROSENFELD:

921. Q. I guess it's an answer to the question. How does an independent contractor go, when they show up to the Fairview offices, at the same physical office site, and how do they determine which Fairview office, within that physical location, gets this independent contractor with them?

A. That's a recruiting question I will not be able to answer, but I imagine each of the offices would have their own ads.

922. Q. I would like to know the distinction between all the Fairview offices in existence, what the purpose of the distinction was and how one assigns an independent contractor to any particular office within that Fairview set of offices.

MR. MARTIN: Sure. We will check it. U/T

BY MR. ROSENFELD:

925. Q. Document JE00007378, this is what is titled a, "Distributor Services Agreement", dated May 2nd, 2012. Have you seen this document before?

A. I have not.

926. Q. Have you seen this type of document before?

A. I have not. I'm aware of a regional distributor service agreement, but I don't interact with it.

927. Q. Right. And you are aware that a regional distributor will execute a sistributor services agreement with Just Energy.

A. That's a weird name. I don't know if it's called that, but, yes, they have their equivalent to the ICA, if that makes any...

928. Q. Right. I would like to know if this is a regional distributor services agreement.

MR. MARTIN: I'm sorry?

929. MR. ROSENFELD: I would like to know if this is a regional distributor services

agreement. I believe it is, but the witness does not know.

MR. MARTIN: Can you just assume that it is, and I will tell you if it is not, because I thought we already this thing... U/T

930. MR. ROSENFELD: If that will be the evidence, that's fine.

MR. MARTIN: I thought we already had this in evidence previously; do we not?

931. MR. ROSENFELD: I don't recall.

MR. MARTIN: I'm pretty sure this was part of the certification here.

BY MR. ROSENFELD:

932. Q. Do you know who prepares this document? Just Energy would likely be the source of this document?

A. I imagine.

933. Q. I will assume that that is the case, unless you tell me otherwise.

MR. MARTIN: That's fair. We will undertake to let you know if otherwise. When you say "prepare", I mean, these things, you know, may be separately negotiated so, you know... U/T

934. MR. ROSENFELD: They were primarily drafted by Just Energy.

MR. MARTIN: Sorry?

935. MR. ROSENFELD: They were primarily drafted by Just Energy.

MR. MARTIN: I will let you know whether that's the case or not. U/T

936. MR. ROSENFELD: Are there different versions of this agreement over the class period?

MR. MARTIN: Well, you have seen some so, yes, there are.

937. MR. ROSENFELD: So I would like copies of the various versions of this agreement for regional distributors over the class period, or at least identify them within the productions.

MR. MARTIN: I will take that under advisement, because there might be too many of them to have to worry about, and I don't think it's that relevant, but I will take it under advisement. U/A

BY MR. ROSENFELD:

941. Q. Do you know if assistant regional distributors sign a different independent contractor agreement than a sales agent would?

A. I can't recall.

942. Q. I have not seen any in the productions.

MR. MARTIN: I'm not aware of any. And my understanding is that they maintain their original ICA. If what I'm telling you is wrong I will undertake to tell you otherwise. U/T

943. MR. ROSENFELD: Thank you. Crew coordinators as well don't sign a separate independent contractor agreement with Just Energy. They also maintain the one that

they signed when they were sales agents.

MR. MARTIN: I believe that to be the case. And, again, I will advise you if it is otherwise. U/T

950. MR. ROSENFELD: Thank you. Next document JE00009545.

MR. MARTIN: So is that the document entitled, "Leadership Summit 2012"?

951. MR. ROSENFELD: That's correct. Yes. This is PowerPoint presentation slide deck.

BY MR. ROSENFELD:

952. Q. This was before your time, 2012.

A. Correct.

953. Q. But have you seen similar presentations called, "Leadership Summit Presentations"?

A. I don't know if I have seen similar presentations, but I have been to subsequent leadership summits.

954. Q. So what is a "leadership summit"?

A. I can't define a question through the same answer. It's a summit of the leaders, essentially, so, you know, your regional

distributors, your nationals, and it would be hosted by Rich.

955. Q. "Rich", meaning Mr. Teixeira?

A. Yes.

956. Q. This is like a conference kind of thing?

A. It's a summit. I know...

957. Q. It's like a team building exercise, like it's a...

A. That would be a good way to phrase it.

958. Q. Is there training involved in this kind of summit?

A. Each summit has been different. It is definitely there to build relationships.

959. Q. Right. And so, sorry, who is invited to these summits?

A. It's different. Leaders.

960. Q. What does "leaders" mean?

A. Leaders, typically regional distributors, national distributors. I have been to some where there have been assistant regional distributors there. I believe even a crew coordinator, if I can recall. When I say "leaders"...

961. Q. You go there. Just Energy employees also go there.

A. And then the RSMs, or the RMFOs would also be...typically attend the leadership summit.

962. Q. How often did these leadership summits happen?

A. In the, obviously, in class. From my experience, the time I was there, it was, I want to say once a year, if that, maybe not every year. I can't recall offhand right now, but they would not be more than once a year.

963. Q. Can we go to JE00007172?

MR. MARTIN: So we have the, "Welcome to the 2014 leadership summit".

964. MR. ROSENFELD: That's the document, yes.

BY MR. ROSENFELD:

965. Q. This appears to be a presentation slide deck from the 2014 leadership...

A. Correct.

966. Q. ...summit. Do you recall being at that leadership summit?

A. Correct. Yes.

967. Q. Yes, you were. What is discussed at these summits?

A. The topic of the summit is whatever that topic was. Like, for example, this one would be this. What is talked about at the summit?

968. Q. Yes, generally, what is being discussed at the summits?

A. And not to be facetious, leadership, networking, just interpersonal relationship building amongst leaders.

969. Q. Right. And various individuals are providing presentations to the whole group of people that are at the summit?

A. I know Rich has. Typically he would. I know the recruiting national manager had done a presentation. Obviously, you know, above Rich, of applicable...so Darren, or whatever the structure was at the time, would be a part of it as well; does that answer your question?

970. Q. Yes. And they would present, anyway, the big presentations on leadership skills, or things to think about, motivation, whatever it is.

A. Fair, yes.

1036. MR. ROSENFELD: No. I just want to confirm that it includes people who attended the full orientation day. I would assume that it also includes people who signed independent contractor agreements. It says, "They were badged".

I mean, it sounds like, from the process that was described to me, that takes more than just one day, but at minimum, this includes someone who has been there for at least one day, in orientation.

MR. MARTIN: Well, it's certainly a poorly drafted sentence with the semicolon, I will give you that, grammatically.

1037. MR. ROSENFELD: But I just want to confirm that that number includes people

who completed first full day of orientation and I guess secondarily, does it include anyone who executed an independent contract agreement. I just want to understand that number.

MR. MARTIN: And you can take my rudimentary arithmetic, for what it's worth, 78 of 113 strikes me as being 69 percent, so I would have thought the document speaks for itself.

1038. MR. ROSENFELD: Right. I understand the numbers and the calculation, but I want the confirmation that they completed one day of orientation or was it that they signed an independent contractor agreement. I would assume it would have to be both for you to be badged.

MR. MARTIN: Right, but I think you can assume that to be correct.

1039. MR. ROSENFELD: Okay.

MR. MARTIN: And I will advise you if that's not the case, but it clearly does say... U/T

1040. MR. ROSENFELD: Yes.

MR. MARTIN: ..."Number of ICs who were

badged". And, as you have heard from Mr. Maharaj, you have heard otherwise in this case, you only get badged at the back end, once you sign the agreement, and then, "Did not have any customers who signed", well, that's after the fact, of course, so you can't sign a contract without being badged.

1041. MR. ROSENFELD: Okay.

MR. MARTIN: So, again, I'm not sure what your confusion is, if there is any. Maybe it's not...

1042. MR. ROSENFELD: Well, I think...

MR. MARTIN: I gave them to you, other than the fact that that sentence is poorly crafted.

1043. MR. ROSENFELD: Yes. I just wanted confirmation of that number. To me the badging process takes longer than the first day of orientation, based on the evidence that I have been given.

MR. MARTIN: That's consistent with the evidence.

BY MR. ROSENFELD:

1047. Q. No, I want the first question, which is an independent contractor agreement signed, does that automatically mean that you have been there for

the one day, the orientation day? They have completed the one full day of orientation.

Given the process that you have described to me, during interview training modules, OEB module, test, then independent contractor agreement, would they have had to have completed one day of that orientation before they signed the independent contractor agreement?

A. I would say, yes.

1048. Q. Does Just Energy have the date of every independent contractor agreement signed?

A. I believe the date is an item on the independent contractor agreement; is that what you are asking?

1049. Q. For sure. Yes. And so would that be inputted into the data set that Just Energy has on its...

A. I believe so.

1050. Q. Okay. And it would have the date each independent contractor obtained a contract, a signed contract from a customer.

A. Contracts should have dates on them, correct. Yes.

--- DISCUSSION OFF THE RECORD

BY MR. ROSENFELD:

1058. Q. Back to you. From a broader perspective now, on the business of Just Energy, can you explain, if you can, how Just Energy makes its money off the gas and electricity contracts it sells through its independent contractors?

A. How Just Energy makes its money?

1059. Q. Yes. The contracts are selling gas and electricity at a certain price to a customer; is that right?

A. Yes.

1060. Q. Right. And I would guess Just Energy then buys that gas and electricity at some

other price to then be able to distribute it to the customers; is that right?

A. Yes.

1061. Q. Right. And then the difference between those is where they would make money.

A. I mean, simplistically, yes. More if it's in a fixed price, for example, on...there is different product shapes, and the answer to your question will be different, you know, if it was a... you know, a marketing price point or whatnot.

1062. Q. No doubt, but on a broad perspective they are stepping in to be a distributor of gas and electricity for these customers, and they don't produce it themselves, Just Energy. They have to get it from somewhere else; is that right?

A. Correct.

1063. Q. So they pan input to, I guess a wholesaler of these products, and then they sell it retail to the customers; is that right?

A. Correct.

1064. Q. And the difference in the price between those two is, generally speaking, how they make their money; is that right?

A. I believe so.

1065. Q. Now, sales agents, the independent

contractors, who go around to these individual homes or businesses, they are not permitted to negotiate the price of the gas or electricity that's being delivered to the customers; are they?

A. Residential...

1066. Q. Either, residential or commercial, is an independent contractor who shows up at the door able to negotiate the price of the gas and electricity that Just Energy is willing to provide to them?

A. No. There is a product offering that the IC would have.

1067. Q. The independent contractors, the sales agents, don't have any impact on the price of the contracts, the electricity price, or the gas price that's being provided to the customers.

A. Residentially, no.

1068. Q. No. And the sales agent, or independent contractors, don't negotiate or impact the price that Just Energy gets the gas or electricity from its wholesalers to then distribute to the retailer.

A. I would say, no.

1069. Q. The independent contractors only get paid on a fixed commission, based on the type of

contract that they were able to get a customer to enter into with Just Energy; is that right?

A. One more time?

1070. Q. The independent contractor, or sales agents, only get paid a commission based on the type of contract that they were able to get the customer to enter into with Just Energy.

A. The commission amount is associated to the product, and the commission trigger is associated to that product.

1071. Q. They don't get paid based on how high of a price Just Energy can sell the gas or electricity to the individual customer.

A. You mean, like, so that commission will be different?

1072. Q. Commission will be different based on the price that's being put out there. Let's say it's $10 a megawatt, I'm making it up, I have no idea, what the sales agent, or independent contractor gets paid has nothing to do with the price of the unit of electricity that Just Energy is supplying to the customer.

A. Residentially, no. It's the product and the commission amount.

1073. Q. What about commercially?

A. Commercially, and more so Hudson's, I would have to, kind of, defer, because it's not in the scope for me, but Hudson...I would say for it to be simply, it is the same, but the Hudson and commercial offering have matrix pricing as well, so within that matrix you can offer a different price point, but you could not offer something outside of that, for example.

1074. Q. Right. The sales agents doing residential or commercial under your supervision, I guess, under your...

A. To JE commercial and...

1075. Q. Yes.

A. ...JE residential, yes.

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REPORTER'S NOTE:

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I hereby certify the foregoing to be a true and accurate transcription of the above-noted proceedings held before me on the **24th DAY OF JANUARY, 2018**, and taken to the best of my skill, ability and understanding.

Certified Correct:

Sam Caldarone
Verbatim Reporter

THIS IS EXHIBIT "16" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Court File No. CV-15-527493-00CP
ONTARIO
SUPERIOR COURT OF JUSTICE

SC/ep

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

This is the Continued Examination for Discovery of RAVI MAHARAJ, produced and examined on behalf of the corporate defendant, Just Energy Group Inc., held at the Offices of VICTORY VERBATIM REPORTING SERVICES, Suite 900, 222 Bay Street, Ernst & Young Tower, Toronto-Dominion Centre, Toronto, Ontario, on the 25th day of January, 2018.

A P P E A R A N C E S:

DAVID ROSENFELD JODY BROWN BRITTANY TOVEE PAUL MARTIN ANASTASIA REKLITIS	}	--- for the Plaintiff
MELISSA LOSCO (law clerk)	}	--- for the Defendants

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--- upon convening at 10:00 a.m.

--- upon commencing at 10:02 a.m.

RAVI MAHARAJ, resumed

CONTINUED EXAMINATION BY MR. ROSENFELD:

BY MR. ROSENFELD:

1133. Q. Can we turn to a document, please? It will be JE00009602. And if you could just, sorry, move to the covering email to this document which is JE00009601. And so, this is an email from Mr. Teixeira to Chris Crear at Hudson Energy...Hudson Energy. Okay. Give me one second, please. Sorry. Okay. Can we move to a different document, please? JE00007730, please? So, this is

an email chain and I'd like to go down to the bottom of the chain to an email dated November 2nd, 2016, from Ryan Parnell to yourself amongst others talking about Ontario employee conversion.

MR. MARTIN: Yes, I've got that.

BY MR. ROSENFELD:

1134. Q. So, this is addressing the employee conversion in Ontario for Just Energy, is that right?

A. Yes. Did you want me to read it real quick or...

1135. Q. Yes, please.

A. Okay.

1136. Q. Great. And do you recall when this process started, to convert employees...convert contractors to employees at Just Energy?

A. For Ontario?

1137. Q. Yes.

A. I think in and around November of 2016 is when the conversion occurred.

1138. Q. Right, and you said in Ontario. Have they converted everywhere else...in the other provinces or territories that they operate?

MR. MARTIN: Do you know?

THE DEPONENT: In Canada or the U.S?

BY MR. ROSENFELD:

1139. Q. In Canada or the United States.

A. I think the residential we have converted in the U.S.

BY MR. ROSENFELD:

1170. Q. Team leader...

A. M'hm.

1171. Q. ...that's the new role under the employment structure out of Just Energy?

A. Correct.

1172. Q. What would be its comparable role when it was independent contractor structure? I'll give you the titles that I have.

A. Okay.

1173. Q. And maybe that might help you.

A. Okay.

1174. Q. Energy advisor, team leader, territory sales manager and field sales manager.

A. Right those are the employee...you want to know what their independent contractor equivalent would be?

1175. Q. Exactly.

MR. MARTIN: If there is such, yes, that's what he's asking.

THE DEPONENT: Yes, and I don't think there was...because there was more

than...there were more levels in the independent contractor model. There was independent contractor, energy advisor, there was assistant crew coordinator, there was crew coordinator, there was assistant regional distributor, but the one...in the employee conversion were the ones you mentioned. So, I think the closest if that's the answer...

MR. MARTIN: That would be great.

THE DEPONENT: ...would be the assistant crew coordinator.

BY MR. ROSENFELD:

1176. Q. Assistant crew coordinator would be the what?

A. Team lead.

1177. Q. Team leader. And the territory sales manager who would that be closest to?

A. That would essentially be the regional distributor.

1178. Q. And the field sales manager?

A. Would be the crew coordinator.

1179. Q. The field sales manager would be the crew coordinator?

A. Correct.

1180. Q. Okay. I understand. And on your...on this email chain, if we go back to the document.

MR. MARTIN: We still have it, yes.

BY MR. ROSENFELD:

1190. Q. Okay. Can we go to JE00004714? And this is a document of role description sales representative/energy advisor.

MR. MARTIN: Yes, we have that.

BY MR. ROSENFELD:

1191. Q. Do you just want to take a moment to take a look at that document, please? Thank you.

A. Okay.

1192. Q. And so, can you tell me what this is?

A. My understanding is this is essentially the role description for the employee based energy advisor...

1193. Q. Have you seen this before?

A. That, I can tell you, this is...yes.

Typically when I look at it that's what I understand it to be. I've seen an energy advisor job description, essentially.

1194. Q. Great. And is this the same role as the...would be the door-to-door sales agent, that low level independent contractor, under the independent contractor structure?

A. If I had to compare the roles, correct.

1195. Q. Yes. And would the...sorry. On page two it talks about the working conditions. Would this be a similar description of what the independent contractor sales agents conditions were while they were operating under independent contractor agreements?

MR. MARTIN: I think it goes down to the next page too.

THE DEPONENT: Okay. Sorry, what was the question?

BY MR. ROSENFELD:

1196. Q. Is that an accurate description of the conditions that the sales agents were operating under while they were independent contractors?

A. In my opinion this is the working

conditions for the employees after the conversion. It's tough for me to answer because I don't...and maybe I'm just forgetting. I don't have a document that would be the equivalent of what the independent contractor...I don't think...at least I can't remember anyways an equivalent indpendent contractor document I can reference.

1197. Q. It's not the document, it's the conditions that are being described that I'm asking you if those are consistent with what sales agents...

A. Someone who is working door-to-door would...

1198. Q. ...as an independent contractor.

MR. MARTIN: Well, one reference right there is to overtime. That's in regard to employment. That can't be in regard to an independent contractor.

1199. MR. ROSENFELD: Okay. So, that's one that's not accurate. What else?

MR. MARTIN: Well, it says the incumbent will be required to work evenings and weekends...you know our position in this litigation. They're not required to work anything.

1200. MR. ROSENFELD: I'd like to...whatever evidence that Mr. Maharaj has about what actually happened out there I would like to know.

MR. MARTIN: That wasn't your question.

1201. MR. ROSENFELD: Yes. I asked Mr. Maharaj what...whether the conditions described here were consistent with the sales agents who were operating under it while they were independent contractor.

MR. MARTIN: Well then my answer was responsive to that.

1202. MR. ROSENFELD: And I'd like that response from Mr. Maharaj, to be honest.

THE DEPONENT: The only one else I can think of is the "will need to walk 90 percent of the time and in transit 10 percent of the time". I don't know if those numbers would be what the independent contractor percentage breakdown would be.

BY MR. ROSENFELD:

1203. Q. Right, but otherwise, aside from the overtime provision, are there anything else that would be inconsistent with the working conditions

under an independent contractor?

MR. MARTIN: It wasn't just overtime, I told you. It was also, there is one there in particular regarding, "required to work evenings, weekends..." Any reference to required to do anything is inconsistent with the independent contractor relationship.

THE DEPONENT: And the travel as well...that references, you know, they may be required to travel as an employee, but as an independent contractor I think that would be a difference as well.

BY MR. ROSENFELD:

1204. Q. In terms of?

A. The requirement.

1205. Q. They may travel, but they may not be required to travel? Is that the distinction?

A. Well, this document here says that, "...You may be required to travel outside of the local area..."

1206. Q. M'hm.

A. And as an independent contractor I don't think that would be an apples-to-apples

comparison.

1207. Q. What's the distinction? What's the difference is my question? Is that they are not required to do that or they are not...they don't go outside their territory?

A. Required.

1208. Q. Can we go to the promotion identification section...promotion criteria, team leader. In the first row, promotion identification. I just want to clarify that the titles that we had just talked about, because they are sort of a different order than what I had understood them to be...

A. Okay.

1209. Q. ...you described the team leader as being consistent with an assistant crew coordinator under the independent contractor role?

A. Correct.

1210. Q. And I had understood you to say the territory sales manager would be equivalent to a regional distributor?

A. That's correct.

1211. Q. And a field sales manager would be equivalent to a crew coordinator?

A. That's correct.

1212. Q. Okay. And so...it's not...the way it's described in this document is not the order in which someone would be promoted. They wouldn't go directly to regional distributor-type level or territory sales manager level. They would go up the ranks to team leader and then ostensibly field sales manager. Would that be right?

A. In the employee platform if you went...

1213. Q. Yes.

A. ...in order and didn't skip any steps, that would be the order, yes. You had...I guess you had field sales manager at the end and it should be, I guess, the second highest before you get to territory sales manager. If that answers your question?

1214. Q. Sort of, thank you. Can we move to document Just Energy...excuse me JE00006819? This appears to be an employment agreement...

MR. MARTIN: Wait...we're still looking. We have it now.

BY MR. ROSENFELD:

1215. Q. ...between Just Energy Corp. and Brian Marsellus. And the date I have here...or the

document date is July 28th, 2015.

A. Yes. Did you want me to take time to read the whole...

1216. Q. No, that's fine. Do you know who Brian Marsellus is?

A. I do.

1217. Q. And what role does he have?

A. In...

1218. Q. Currently?

A. Currently he's not with the company.

1219. Q. Okay. And what was his role while he was with the company?

A. Last role?

1220. Q. Sure.

A. His last role was regional director.

1221. Q. What does a regional director do?

A. If we use the independent contractor hierarchy and tried to find a match in the employee it would essentially be...and it's not apples-to-apples. It would be the national distributor role.

1222. Q. Right. So, in the transition to employees were all of the regional distributors and national distributors converted to employees as well?

A. I believe so.

1223. Q. And if that's inaccurate please let me know?

MR. MARTIN: We will. U/T

1224. MR. ROSENFELD: Thank you.

BY MR. ROSENFELD:

1256. Q. Thank you. So, I'm just going to, from my...I just have some questions and information that we would like. So, I understand that you would have the name of every independent contractor over the class period. Would that be right?

MR. MARTIN: Yes, we produced them to you.

1257. MR. ROSENFELD: And I think we've already talked about Just Energy having an independent contractor agreement for each of the independent contractors...

MR. MARTIN: We talked about that, yes.

1258. MR. ROSENFELD: And I believe we talked about the date of that independent contractor being within information that Just Energy has?

MR. MARTIN: The date that they contracted?

1259. MR. ROSENFELD: Yes. The signature of the independent contractor agreement.

MR. MARTIN: You've seen the ICAs. They're all...they all have a date line, yes.

BY MR. ROSENFELD:

1260. Q. Would a badging date be a different date than the signing of the independent contractor agreement?

A. Would the badging date be a different date than the signing date? I don't know.

1261. Q. If it is can you let me know please?

MR. MARTIN: Yes, I don't know how meaningful it is. I can tell you that they have to undergo a criminal records check.

1262. MR. ROSENFELD: Okay.

MR. MARTIN: And it may be only after that comes back that it can be badged.

1263. MR. ROSENFELD: Right.
MR. MARTIN: So, I suspect there may be a difference in time. I don't know whether we actually have an official badging date, but I'll let you know. U/T

BY MR. ROSENFELD:
1264. Q. All right. Just Energy would have the date of the first contract of each independent contractor agreement?
MR. MARTIN: A record of the date of?
1265. MR. ROSENFELD: Each independent contractor?
MR. MARTIN: Yes. I believe that's correct.
1266. MR. ROSENFELD: Sorry, I'm not sure if you repeated that clearly enough for me. Just Energy has the date of the contract, the first contract, that an independent contractor would have obtained?
MR. MARTIN: I believe that's correct and I'll let you know if that's not the case.
1267. MR. ROSENFELD: Right. And they would have the date of each contract that an

independent contractor obtained?

MR. MARTIN: Again, I believe that's correct and we will let you know if it's not.

1268. MR. ROSENFELD: And you would have a date that the independent contractor became inactive?

MR. MARTIN: I believe that, again, is correct and I'll let you know if it's not.

1269. MR. ROSENFELD: And Just Energy would have that date that an independent contractor would have been otherwise terminated?

MR. MARTIN: Again, I believe that's correct and we will let you know if it's not.

1270. MR. ROSENFELD: And they would have a record of the commissions that were paid to the independent contractor?

MR. MARTIN: Yes.

RAVI MAHARAJ, resumed

EXAMINATION BY MR. BROWN:

1291. Q. Good morning, Mr. Maharaj.

A. Good morning.

1292. Q. My name is Jody Brown. Just for the record, in case it's not indicated, we've traded off questioning. And so, we'll be finishing up...I'll be finishing up for today. So, to start can we bring up JE00008187? So, this is a memo. It's dated November 22nd, 2012. So, it's a bit before your time, but if you just want to take a second and review it.

A. Okay.

1293. Q. And you've seen this document before?

A. I have not.

1294. Q. Have you seen similar marketing memos sent out to regional distributors during your tenure?

A. I can't recall.

1295. Q. I'm going to walk through a few of these statements. So, is it correct that,

"...Approved materials are the only materials to be used in any interaction with a customer..."

It's the second sentence under marketing materials.

A. From my understanding, my experience, I think that's speaking to the binder approved items we talked about yesterday.

1296. Q. Yes.

A. Yes.

1297. Q. So, those approved binders are the only marketing materials that sales agents are supposed to use over the class period?

A. Correct.

1298. Q. In production of that binder, this memo states that,

"...Marketing materials received from Just Energy have been carefully reviewed to ensure that they are compliant of all applicable laws, rules, regulations..."

Who prepares the approved binder we discussed yesterday? Is there a department in Just Energy that's responsible for marketing?

A. Yes, it's the binder that's kind of tripping me up. There are documents that are binder approved.

1299. Q. M'hm.

A. But as far as like a binder, I couldn't speak to that, but the items in the

binder...yes, binder approved. And that is typically...during the class action would probably be Markus who would have created those items.

1300. Q. Okay.

A. And then obviously legal and regulatory that would have approved it to be in use.

1301. Q. Okay. During your tenure did you ensure that regionals did not use unapproved marketing materials during your audits when you, you know, visited the offices or during weekly calls?

A. Correct.

1302. Q. Okay. Prior to your tenure...so, prior to 2013 during our definition of the class period, is it your understanding as well that there were audits to ensure that unapproved materials were not in use?

A. I wasn't there but I imagine the same functionality would have existed.

1309. Q. Would agents...are agents allowed to use non-approved marketing materials in their door-to-door activities?

A. Well, part of my audits was to randomly audit these items and the binder approved stamp was there to ensure that, you know, as a best practice, misleading items and other items weren't used while marketing and advertising.

1310. Q. Okay. So, over the class period, were door-to-door agents required to use Just Energy's marketing materials?

A. I would say my understanding is if they used materials...somebody could be a great salesman and not need some collateral to sell...the only collateral they could leverage would be the approved items.

1311. Q. By collateral...leveraging collateral do you mean using hard copy marketing materials?

A. Items that would have been binder approved. But when I say collateral, correct.

1312. Q. Okay. So, if...the option is either they don't use hard copy materials or they use the binder approved hard copy materials?

A. Correct.

1313. Q. Okay. Branded clothing. Are class members required to wear Just Energy clothing when marketing door-to-door?

A. During the class period independent contractors?

1314. Q. Yes.

A. The requirement was legal and regulatory, that they have a badge and I believe a lanyard. That was the only clothing requirement that was required.

BY MR. BROWN:

1319. Q. I want to talk about permits and the permit database. Do you want to bring up JE00005684? All right. So, this is an email to the regional Fairview, but if you scroll down to the email dated May 14th, 2015. It's an email from you to the...several regional offices.

BY MR. BROWN:

1325. Q. So this email, it attaches a permit handbook dated 2015.

A. Right.

1326. Q. The permit handbook is what I want to take a look at it. So, its doc ID, so we have

it, is JE00005689. Can you tell me what the permit handbook is?

A. My understanding of the permit handbook...it's essentially the reference guide, the guide, on permits.

1327. Q. Okay. Okay. Who receives a copy of the permit handbook?

A. I'm not sure of a full list, but I imagine the regional distributor...

MR. MARTIN: No. Just don't guess. If you know the answer then tell him the answer. If you don't know, you don't know.

THE DEPONENT: I don't know.

BY MR. BROWN:

1328. Q. All right. Well, you sent it in this email to the regionals, correct?

A. Correct.

1329. Q. So, as the...is the permit handbook updated by Just Energy over the class period?

A. I'm not sure.

1330. Q. Okay. I'm going to ask for...either to identify the applicable versions of the permit handbook over the class period. There are several

different versions in our productions so I would like to know which version was the version in force for 2012, 2013, 2014, 2015 and 2016.

MR. MARTIN: To the extent we can do that we'll do that. U/T

1331. MR. BROWN: Okay.

BY MR. BROWN:

1332. Q. As the permit handbook is updated would it be distributed out to the regional offices?

A. If it was updated it would be distributed out.

1333. Q. Right. So, the permit handbook described the permit database. Are you familiar with the permit database?

A. I am familiar with it.

1334. Q. Okay. Can you describe to me what you understand the permit database to be?

A. The permit database was, you know, an item that was kind of led by sales support and it essentially was a database of municipalities and the permit and permitting requirements for geographical areas.

1339. Q. All right. Where was the permit database hosted? How would you access it? If you wanted to go and look at the permit database how would you do that?

A. My understanding is that the database was a link on the extranet.

1340. Q. Okay. So, who has access to the extranet?

A. I'm not sure of the full list but I know regional distributors had access.

BY MR. BROWN:

1349. Q. If you could turn up JE00005689.

Sorry, that's what we were just looking at. Are you aware of the permit database eventually being transferred off of the extranet?

A. I know there was upgrades to the permit database. I'm not sure I can accurately answer your question.

1350. Q. Okay. This may help. Can we go up to JE00001700? So, this is an email. It's from 2015. You are in the "to" line.

A. M'hm.

1351. Q. Do you recall this email?

A. I don't directly recall it, but I'm familiar.

1352. Q. Okay. So, it...first of all who is Jennifer Johnston?

A. So, Jennifer Johnston is...I couldn't tell you her exact title, but she does work in sales support, and she was the lead for permits...permit database.

1353. Q. Okay. She's an employee of Just Energy?

A. That's correct.

1354. Q. Okay. She says,

"...Back in April a new permit database was introduced as a replacement to the old

permit trackers housed in spreadsheets..." Do you have any information about what that new permit database was?

A. I'm not sure I understand the question, but I think the new permit database is the link on the extranet I was referencing.

1355. Q. Okay.

A. Does that make sense?

1356. Q. Yes. I'd like you to confirm with...is Jennifer still with Just Energy?

A. That's correct.

1357. Q. Okay. Can you confirm with Jennifer that, you know, what the new permit database was as a replacement to the old permit trackers?

MR. MARTIN: We'll do that. U/T

BY MR. BROWN:

1358. Q. Who performs permit research to put information into the permit database? If you don't know the individual...I mean...does the sales support department at Just Energy perform permit research?

A. I don't believe it's the sales support department, but I believe there is a department at Just Energy that completes this

research.

1359. Q. Do you know the name of that department?

A. I don't know exactly, but I imagine it would be the regulatory...

1360. Q. Okay.

A. ...someone in the regulatory department.

1361. Q. Can you confirm if it's the regulatory department that conducts permit research?

MR. MARTIN: We'll do that. U/T

1362. MR. BROWN: I'd also like to know how that regulatory department, assuming it is the regulatory department, receives requests for permit research.

MR. MARTIN: I'm not sure I understand what you mean by that.

BY MR. BROWN:

1363. Q. From my understanding...I'll ask this to the witness. Do you know if regional distributors send permit research requests to Just Energy?

A. I can't recall any specifics, but I can tell you I'm familiar that regionals would

provide, you know, Jen at Just Energy, with a feedback on the permit tracker and permits for whatever municipality.

1364. Q. I'd like to know if that feedback takes the form of research requests to the regulatory department? And if those research requests are sent, whether the regionals have to pay for them?

MR. MARTIN: I'm just being thick about this maybe. Are you saying a regional would contact regulatory or whoever and saying, "Could you determine whether or not municipality X requires permits"?

1365. MR. BROWN: Yes.

MR. MARTIN: And that they would be charged for just making the request?

1366. MR. BROWN: I want to know if they are charged.

MR. MARTIN: For just making the request or for the permit?

1367. MR. BROWN: For the request for the research.

MR. MARTIN: Okay. We'll let you know. U/T

BY MR. BROWN:

1368. Q. If you want to bring up JE00001728. Just want to take a second to go over that. So, my question is, it's confined really to the first email and not further down the chain.

A. Sorry.

1369. Q. So, it'sthis is an email to you from Jennifer Johnston who we just were introduced to.

A. M'hm.

1370. Q. And she's attaching the PDF format of the permit handbook. She also attaches the four weeks sales forecast template. Can you tell me what the four week sales forecast template is?

A. This is 2015, right?

1371. Q. Yes.

A. So the four week sales forecast template was...it was an initiative that went hand in hand with the permit initiative, and, you know, essentially there was a process to acquire permits.

1372. Q. M'hm.

A. And you know, to assist the regional distributors with, kind of, planning and ensuring that, you know, if they wanted to go to X location on the third week, that they're advising of that and planning for that so that by the time the third week comes, all the permit requirements that would be

required in order for them to market there would have occurred.

1388. Q. If you want to turn up JE00005689. So, this is a version of the permit handbook.

A. Okay.

1389. Q. And I want you to go to...it's the document...it's page four. It has the sub...the large heading is "Permit Process Requirements". You're there?

A. Yes.

1390. Q. So, (a) four week sales forecast, permit management. So, the second bullet point under suggested template says,

"...You will forward your marketing plan to your RSM within the forecast template..." Is the RSM the regional sales manager?

A. That's correct.

1391. Q. Okay. And so, did you receive four week sales forecasts from regional distributors during your tenure?

A. Yes.

1392. Q. You did. Okay. We haven't been able to find any of those completed templates, or we're not sure if we have the entire batch. So, I'd like to know whether you reviewed sources for the completed templates you would have received and whether you've produced those?

MR. MARTIN: What was the first point? Whether we've reviewed...

1393. MR. BROWN: Whether you've taken a search of the records of Just Energy for completed four week sales forecasts that were received by the regional sales manager.

MR. MARTIN: And again I'm being a bit obtuse. So, you'll have seen some in the productions. I have never seen these. I'm not sure what we're looking at so...

1394. MR. BROWN: I believe I've seen some, but I have not seen as many as would be expected given the number of offices and number of months in the class period.

MR. MARTIN: Well, I don't know that you have a perfect knowledge of where the permits were required, but in any

event...but anyways, go on.

1395. MR. BROWN: So, I'd like to know if there was a search undertaken for completed four week sales forecast.

MR. MARTIN: I can tell you no specific search was made for those.

1396. MR. BROWN: I'd like for a search to be made and to understand whether those records still exist.

MR. MARTIN: I'll take that under advisement. U/A

1397. MR. BROWN: And then to produce those four week sales forecasts to us.

MR. MARTIN: I'll take that under advisement. U/A

1398. MR. BROWN: For the class period.

BY MR. BROWN:

1399. Q. Do you recall how completed copies of the four week forecast would be sent to you?

A. It would typically be an email, I imagine.

1400. Q. Okay. Do you recall...did you ever respond to a regional regarding the completion of their forecast?

A. I can't remember a reply off hand right now.

1401. Q. Okay. Did other regionals have access to the completed four week sales forecasts? I mean, as an example, would the regional distributor at Fairview be able to access on the extranet or some other common source the four week sales forecast from the office in Dundas?

MR. MARTIN: Assuming any of those were ever done.

1402. MR. BROWN: Yes.

MR. MARTIN: Right.

THE DEPONENT: I don't think they would have access to other offices' information.

BY MR. BROWN:

1403. Q. Okay.

A. But I do know part of my conversations in my weekly touch points would be to ensure that there was no overlap. You know, so whether it was communicated by me...maybe that's how they were aware.

1404. Q. Okay. Would you store...you know, you were just saying you would get that four week sales forecast in a email. What would you then do

with that four week sales forecast?

A. My primary action item once those came in was to ensure that the permit team had what they required to initiate any permits.

1405. Q. Okay.

A. And then also to review and determine whether or not, you know, two people were planning to go to the same place at the same time. And then maybe have conversations with them about, you know, "Maybe you should find somewhere else", because you wouldn't want to be in the same place at the same time.

1406. Q. Okay.

A. So, having those conversations would be an action item.

1407. Q. Okay. So, when you would...you were saying an action item to go to the permit people I think you said.

A. Action item as in something for me to do once I received it.

1408. Q. Okay. So, would the...you would forward on the four-week tracker to your permit department?

A. Potentially could have, or would have. It could have been sent directly to them as

well.

1409. Q. Okay. And do you know what the permit department...first, let me go back. Is the permit department a thing or are we just using a...

A. We're using vernacular.

1410. Q. Okay. We're using vernacular.

A. It's Jen, essentially.

1411. Q. Okay. Essentially Jen. So, like before, I'd like to know what department Jen works in then.

MR. MARTIN: We'll do that. U/T

1412. MR. BROWN: Yes.

BY MR. BROWN:

1416. Q. You were saying your first action item would be to follow up with potentially two regionals regarding overlapping forecasts?

A. As a best practice, yes.

1417. Q. Would that follow up take the form of a phone call, an email? How would you generally follow up with them?

A. There was no one format.

1418. Q. Okay.

A. It could be an email, it could be a conversation.

1419. Q. Okay. A conversation, do you mean in person, via phone?

A. It could be both.

1420. Q. Okay. When you were communicating by email with the other regionals would you communicate through your Just Energy email account?

A. Correct.

1421. Q. Okay. Would you communicate via text message with any regional distributors?

A. Yes. Texted. We text often.

1422. Q. Okay. Are you aware whether a...your phone with Just Energy, is it a Just Energy phone or is it a personal phone.

A. It's a Just Energy phone.

1423. Q. Just Energy phone. I'd like an undertaking to know whether the records of, in particular the witness' phone...the Just Energy phone were searched in terms of text messaging, and if they were not searched we will obviously be asking that there is a search conducted for relevant communications via text. And if the records are not available we would like to know why.

MR. MARTIN: I'll take that under advisement. U/A

1431. Q. If you have a permit do you need to send a photo of it to Just Energy before you start that day of marketing?

A. What I can recall is you have to send a picture of that permit. It doesn't necessarily need to be daily or on that day. It has to be prior to you working in the area.

1432. Q. Okay. So, you know, for example if you submitted your four week sales forecast you could submit a picture of the permit at that time?

A. Potentially.

1433. Q. Okay. I would like to know if the records of the email address onpermit@justenergy.com were searched.

MR. MARTIN: I'll take that under advisement. U/A

1434. MR. BROWN: And if they were not searched we would like a search done for relevant documents of the email address onpermit@justenergy.com.

MR. MARTIN: Again, we'll take that under advisement. U/A

BY MR. BROWN:

1435. Q. If a regional distributor was

marketing in a location where they did not have a permit, was there a penalty against the regional distributor that Just Energy would enforce?

A. I'm not sure of the actual penalty, but there was...I can't recall the exact answer.

1436. Q. Regardless of the nature of the penalty, did you ever have to follow up with a regional about marketing in an area where they did not have a permit?

A. I am familiar with having conversations about deals coming in in an area where there was permits required and there wasn't a permit in the database, and why that could have been the case. Maybe it wasn't uploaded, maybe it was a timing issue, but Jen would have been the one that owned that conversation.

1437. Q. Okay. By owned that conversation you mean Jen would have it directly with the regional distributor?

A. Or the email would have originated from her.

1438. Q. Okay. Would Jen advise you of regionals which were marketing in areas where they may not have permits?

A. Yes, so...by being familiar you mean

I would have been, most likely, CC'd on that communication.

1439. Q. Okay. Would you take any steps then on that information?

A. I can't recall taking any steps right now for un-permitted issues, but I can tell you if that did occur I would be having conversations about that with the regional and why it had occurred, and try to figure out what had happened.

1440. Q. Okay. Would you advise the regional that they cannot market without a permit?

A. Correct.

1454. Q. Okay. I'd like to move on to the document JE00007407. This is a...this is an email from Rosalba who we met yesterday. And it's..."This

is what RSM's should be sending out". So, you've never seen this email before? You're not copied on it.

A. Not...no, not the one that...I don't recall it anyways.

1455. Q. Okay. I'd like to go to the attachment. It's called the "Ontario Raview". Spelled R-A-V-I-E-W. And that doc ID is JE00007408. Have you seen this document before?

A. I don't recall this one specifically, but yes, I'm familiar with this document.

1456. Q. Is the title a play on your name?

A. That's exactly what it is.

1457. Q. Okay. So, you wrote this document?

A. That's correct.

1458. Q. Okay. So, we're going to go through this. I want to start with...first, general question, the Ontario Raview, was this sort of a newsletter you would send out, or was this a one-time publication?

A. So, this was, you know, in the...I believe this is early 2014?

1459. Q. Yes.

A. So, I would have only been with the

company for a couple months. And in trying to, you know, get a grasp on my role and learn my job, because it was a process. There was lots to learn. And as well as, kind of, keep track of everything I thought it would be a good idea to kind of, you know, amalgamate all of the communication that would have came out within any given week that was pertinent, that was something we could discuss as a group with the regionals and if it kind of fell into that kind of conversation it would be included in this Raview.

1460. Q. Raview. So, I'm going to start with a few points in this and there's a few technical questions that I would like to know about.

A. Okay.

1461. Q. The first one is,

"...Please ensure I see the remind of the proper FPRC coding..."

What is FPRC coding?

A. Okay. So, an FPRC number is the number that's provided typically to an independent contractor after the completion of a welcome call. After, you know, part of that onboarding of signing up a customer.

1462. Q. Okay.

A. That number is significant because it's required to be, you know, put on the contract, the customer should have a copy of that number. So, it's a very...it's like a reference number, essentially.

1463. Q. Okay. Do you know what the acronym FPRC stands for?

A. I do not.

1464. Q. Okay. I'd like to know what that stands for.

MR. MARTIN: Sure. To the extent it means anything we'll let you know. U/T

1465. MR. BROWN: All right.

BY MR. BROWN:

1466. Q. What is the importance of "proper FPRC coding"? What happens if someone has an improper code?

A. From my understanding, 2014, it was quite a while ago, but in putting this on there and trying to learn it myself, it's essential to have the proper code. It's the one that has to go on the contract that you trace back. If, you know, you're providing this to the customer. So, if the customer was to, you know, reference that number when they

called in and said, "Hey, this is who I am and this is my number". If it's wrong then there may be, you know, issues in trying to locate who that customer is, with the name or the address and whatnot. So, it's very important to ensure that the number was accurate.

1467. Q. Is the FPRC code a unique identifier for each deal written by a sales agent?

A. I don't know if I can accurately answer your question. I can tell you that the FPRC number is unique to each call.

1468. Q. The verification call you're talking about?

A. The welcome call, specifically.

1469. Q. Welcome call.

A. Correct.

BY MR. BROWN:

1472. Q. Moving down, you're discussing, "...Please motivate and encourage ICs to utilise the Portal..."

What is the Portal?

A. So, my understanding...referencing to the Portal here, the Portal was an online platform that customers can also leverage to complete and reaffirm, verify their contracts because as you're probably familiar with the verification process on our side.

1473. Q. Is the Portal an online enrollment process?

A. Once again, I can't tell you the accurate verbiage, but it's online.

1474. Q. Okay.

A. It's a portal. And it's used to...by customers to continue on their...

1475. Q. Is the Portal a web page?

A. My layman understanding, yes.

1476. Q. Okay. A quick definition. The...you mention,

"...Please, ICs are not signing up CXs".

What is CX short for?

A. CX is short for customer. It would be.

1477. Q. Okay. That's what I assumed. I just wanted to make sure. On the second page there is a subheading, "Road Trips". And what I've come to understand is your slogan...your personal slogan, "Plan your work then work your plan". Is that your personal slogan?

A. No, it actually came from a rap song I was listening to at the time.

1478. Q. Okay. What's the rap song it came from?

A. I can't remember...it was...Dead Prez...were the rappers...

1479. Q. Okay. They're vegans...I remember.

A. Nice.

1480. Q. So, you're saying here,

"...Please ensure you submit your monthly road trip planner well in advance..."

Can you explain to me what the monthly road trip

planner is?

A. Yes, so this was, once again, you know, part of my learning curve as I kind of tried to grasp my new role, new job, new industry, new everything. Part of the product that was being sold at this point was the JECP. It was a...fairly new product, a product I was familiar with, because it was the first one for me but...a component of that sale was a thermostat. And a component of that thermostat was the installation of that thermostat. So, as a best practice for everyone involved including the independent contractors, and the offices in the company, and the installers, was to ensure where and when you were going to work there was, you know, an installer that would be able to, you know, work in that area as well to install your deals.

BY MR. BROWN:

1485. Q. So, what do the monthly road trip planners look like? And who would submit it to you?

A. This was a couple years ago, but my recollection of it, it was a couple weeks out. "Here is where we're going to go", and that would typically be sent to myself and Anthony Fusco who is the, for lack of a better term at that point, the install manager.

BY MR. BROWN:

1490. Q. Is there anything you would particularly do with the road trip planner when you received it?

A. The road trip planner for me was, once again, just a best practice. I would review it and identify anything that, you know, once again, I think would be in the best interest of anybody, like, "Hey, two groups will be going to this area. Once again, you might be...you might not want to". Or I could, you know, another example I remember leveraging it for was to say, "It sounds like a good trip, but I know somebody was there two weeks ago. Now you have that information. Would you still be interested in going or is that something that now you want to change or..." I would provide insight.

1491. Q. Okay. Given that you wrote this, what do you mean when you said, "well in advance"?

A. Where did I say that? Oh, right here. I think it was just the vernacular I used at

the time to tie back into the rap song.

1492. Q. Okay.

A. ...to...you know, the more planning the more...better you're probably going to be.

1493. Q. Okay. How long was the JECP product...actually, let me rephrase that. Was the road trip planner only used for the JECP product role in?

A. My primary reason for the road trip planner was, as I just mentioned, to coordinate the install component of it.

1494. Q. Okay. Were there any other sales channels where a road trip planner was used?

A. Any other sales channel that I...

1495. Q. Sorry, not sales channel. Sales product. Did you use a road trip planner for retail contracts?

A. Retail contracts weren't within my purview.

1496. Q. Okay.

MR. MARTIN: Retail? Like at a store?

1497. MR. BROWN: No, the contracts for fixed price utilities.

THE DEPONENT: I understand. To the best of my understanding and recollection

right now, when I started the residential product that was being sold was the JECP product.

BY MR. BROWN:

1498. Q. Okay.

A. I don't recall at this point if there was another residential product that wouldn't have a thermostat associated to it, and then, to this point here wouldn't require an install.

1499. Q. Okay. I'm just going to back up just a little bit just to make sure...the JECP, that's the Just Energy Conservation Program?

A. Correct.

1500. Q. Okay. Prior to you coming onboard was the JECP being sold door-to-door?

A. I couldn't give you accurate timelines. I know it was being sold when I started.

1501. Q. Yes.

A. So, I imagine it was around prior to me starting.

1502. Q. Okay. I would like to know when the JECP started to be sold door-to-door.

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

1503. Q. When did the JECP stop being sold door-to-door?

A. I couldn't give you an accurate answer as well. I know it was sold for...

1504. Q. Okay. I'd just like to know when it was.

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

1506. Q. What is the...what does the road trip planner take in terms of a...is it a template like the four week sales forecast? Is it a text message? How was it communicated to you?

A. I can't recall the specifics of what were on the road trip planner, it's been a couple years, but I know at a minimum it would be the

location of where I was going to be, and the week/date I was going to be there.

1507. Q. Would you get an email with it?

A. It would typically be an email.

BY MR. BROWN:

1516. Q. All right. If you want to turn up...actually...so I want to go back to one other question. So, if you can repeat, the road trip planner was used for the JECP product because there was an install requirement?

A. That's my recollection.

1517. Q. All right. Were...did regional distributors otherwise advise you of road trips...intended road trips for products that were not JECP?

A. Residentially?

1518. Q. Yes.

A. I couldn't give you an accurate answer, but once again residentially...and I apologize if I can't remember. I don't recall another residential product during this 2014 timeline other than JECP.

1519. Q. So, JECP was the only product being sold?

A. Residentially at...for example when this document would have came out.

1520. Q. Okay.

A. That's my recollection.

BY MR. BROWN:

1524. Q. If you want to turn up JE00005902. So, I've just brought up...it's an email and the first one is from the Fairview regional, but the one below is from yourself.

A. M'hm.

1525. Q. And it's "Ontario conference call summary 2.0", Friday March 18th, 2016.

A. M'hm.

1526. Q. So, the...I have one specific question about this and it's regarding the Easter weekend plans which are further down. It's on page 3. So...

A. "Please send VM and install team"?

1527. Q. Yes.

A. Okay.

1528. Q. What are the...what were the Easter weekend plans?

A. Well, that was essentially the question. So, Easter weekend, obviously there was...this was really a best practice and more of a favour to the install team and the VM would be the vendor...the call centre, essentially, is what we referred to them. And, you know, they were reaching out to say, "Hey, these are our typical hours of

operation when we can potentially, you know, take a call for the Easter weekend, because you know there's holidays and whatnot. Let us know if you have any insight on what days, you know, teams will be more busy, less busy, so we can staff accordingly to support, you know, accordingly".

1529. Q. Okay.

A. This is what this conversation is here.

1530. Q. Okay. So, this is going out to the regional distributors, this request?

A. Correct.

1548. Q. What is the 4 week tracker you reference?

A. To the best of my recollection right now I think that four week tracker would still be the road trip tracker that we've been referencing.

1549. Q. Okay. I would like to know if the four week tracker is different than the road trip planner. Do you know?

A. My understanding is that it would be the same document.

1550. Q. When you suggested, "Stay local at least first three weeks", what did you mean?

A. I can't recall at this time why, you know, that would have been...it would have been, obviously, something that was...we would have had that conversation on the call at the time.

1551. Q. Okay.

A. I couldn't recall, right now, why that would be the case.

BY MR. BROWN:

1558. Q. Were sales agents allowed to provide their personal email address to potential customers?

A. I...

1567. Q. Just Energy for the duration of the class period drafts the contracts that are sold door-to-door?

A. I imagine that would be accurate.

1568. Q. I would like to know for sure if that's accurate.

MR. MARTIN: As opposed to who?

1569. MR. BROWN: I don't know who. My understanding, I'm going to tell you, is that Just Energy has a fixed product line that is marketed door-to-door and that Just Energy creates that product line, not sales agents.

MR. MARTIN: Yes, I think you can assume that's correct.

1570. MR. BROWN: Okay. And that sales agents

cannot alter the terms of any product sold on the residential side.

MR. MARTIN: You can assume that's correct.

1571. MR. BROWN: Okay. And that on the commercial side the sales agents are provided a limited scope to alter the price of a product.

MR. MARTIN: Limited is your term but there is some available room for them to negotiate, I understand, from what the witness said yesterday.

1572. MR. BROWN: Yes. My understanding is we have an undertaking regarding the range of commissions that can be included into a product on the commercial side. I'd like to know if there is anything that describes any leeway in the pricing that can be offered to a medium volume client and a high volume client on the commercial side.

MR. MARTIN: We'll let you know that, yes. U/T

BY MR. BROWN:

1573. Q. I'd like to know when did Just

Energy start using the Portal for enrollment?

A. I couldn't tell you now.

1574. MR. BROWN: Okay. I'd like an undertaking when they rolled out their online Portal.

MR. MARTIN: That was available for customers' access?

1575. MR. BROWN: Yes.

MR. MARTIN: Sure, we'll let you know that. U/T

1576. MR. BROWN: And I would like to know when they ceased using paper contracts door-to-door and switched to using the Portal.

MR. MARTIN: Can we just confirm that that in fact happened first and then we'll work from...let's take it piece by piece.

BY MR. BROWN:

1577. Q. Did Just Energy cease using paper contracts at some point in door-to-door marketing in the class period?

A. Once again I may not accurately answer your question, but paper contracts are...were in the class period and paper contracts still exist.

1578. Q. Okay.

A. So, by end date, like...paper contracts are always in existence.

1579. Q. Okay.

A. There's Jen and then obviously...

1580. Q. Yes, we're going to get to Jen in a bit after lunch. I just want to know that...this is my assumption, is that the content on the Portal for enrollment was solely controlled by Just Energy. If that understanding is incorrect I'd like to know.

MR. MARTIN: Well, you're really asking could an independent contractor in any way amend that?

1581. MR. BROWN: Yes.

MR. MARTIN: I think your assumption being that they can't, I think that's a fair assumption. We'll let you know otherwise.

1582. MR. BROWN: Okay. And I think that's a good time when we should break.

--- upon recessing at 12:25 p.m.

--- A LUNCHEON RECESS

--- upon resuming at 1:38 p.m.

BY MR. BROWN:

1629. Q. All right. I'm going to move on to street sheets. I'd like you to bring up JE00006141. This is a conference call summary again. I'd like you to go down to page 5.

A. It's the same document as...

1630. Q. Yes.

A. Okay.

1631. Q. Yes. So, on page 5, this is the bottom part on the earlier email we've been discussing from you.

MR. MARTIN: Just a second...

THE DEPONENT: If we can't identify by page we'll just say what the, I guess, title is?

BY MR. BROWN:

1632. Q. The...I mean, the first line is, "October 1st, 2016, paperwork changes".

A. It would be up.

MR. MARTIN: That there?

THE DEPONENT: Yes, there it is.

MR. MARTIN: Thank you.

BY MR. BROWN:

1633. Q. Yes. So, if we go down there's a line, another line item "memo". Another one "Morning meeting". Then Finley, Simon, Dan G., Mike, Dan, Kevin, Gintaras, Mithra and then Brian. Brian's topic is street sheets. What does this refer to?

A. So, to the best of my, you know, memory at this point, this was a group conversation we had on this call. This was the Ontario conference call where, you know, we would...it essentially took the place of the Raview after numerous heckles on the name. So, this is, you know, conference call summary and this line item here is, you know, as we talked about all the stuff that may have happened within a week that we all just want to remind ourselves, or emails that may have came out, or October 1st paperwork changes.

This item here was basically me asking, you know, the leadership at the offices, you know, if you've had a morning meeting or if you're planning a morning meeting what would...what's the topic? What did you guys talk about? What is the...you know, what did you do? You know, so Finley's focus was, you know, just work habits and you know, try to

knock on 150 doors. Simon focused on the intro pitch and Brian focused on the street sheets.

1634. Q. Okay. Who is Brian? What's his last name?

A. Marsellus.

1635. Q. Okay. What are street sheets?

A. So street sheets were, I guess, a tool that were used at the offices to track, you know, what you've done for that day.

1639. Q. Who would complete the street sheet?

A. So, street sheets were typically, to my understanding, completed by, you know, independent contractors, EA's knocking doors. Some of the reasons they completed street sheets are to,

you know, track where they did on a street. You know, if they need to come back to somebody's house they'll be able to track that as they're working through the day. They know this location I want to come back to, they said they'd be home at six. Just keeping tabs on what they've been doing that day and making notes for themselves.

BY MR. BROWN:

1643. Q. Do you want to go to JE00001883. So, if you see the second email down there, you're CC'd on it. It's from April 14th, 2014 and it's from Brian. Is this the same Brian we were just

talking about? Brian Marsellus?

A. Correct.

1644. Q. So, he's asking,

"...Do ICs follow street sheets? I may be dating myself here..."

A. Sorry to interrupt. That would be from Frances.

1645. Q. Sorry. Yes, it's addressed to Brian. Sorry.

A. Okay.

1646. Q. Who is Frances Murray?

A. So, Frances is...I don't know her exact title but she would...she's part of the regulatory department.

1647. Q. Okay.

A. She would be the...as I described yesterday and I don't know if this is the accurate description, be junior to Nola.

1648. Q. Okay. Yes, we discussed Frances yesterday.

A. Yes.

1649. Q. So, the first email, Frances...her response is...she's saying the agents use iPads now. Did iPads replace street sheets?

A. Once again, I don't know if I'm

going to accurately answer your question. I don't think iPads replaced street sheets, but from the company standpoint, to be able to track and use for compliance concerns like this and for regulatory and legal requirements, the iPad, I guess in that respect, replaced the ability for the company to investigate items by being able to identify where EAs were.

1650. Q. Okay. How do the iPads allow the company to identify where EAs are?

A. So, for example, if this is a complaint for, you know, wherever the street is or whatnot, your house...if that EA working on that street had an iPad and this position, that house, that would be something that would be stored in the...that's called the iPad app and we would be able to use that to confirm and relay to the compliance department to, you know, investigate any concerns that may come up.

BY MR. BROWN:

1653. Q. I'd like you to turn up JE00007408.

Back to the Raview.

A. It's the same one?

1654. Q. Yes, it is the same one. The reason I'm here is there is a reference to street sheets I'd like to take you to.

A. It's on the bottom of page 1...

1655. Q. So the bottom of page 1,

"...Please ensure ICs are aware of no solicitation doors and keep them top of mind while preparing their street sheets/iPad mapping..."

What are you referring to in respect of preparing their street sheets/iPad mapping?

A. So, once again this is probably a couple of months in so I think my vernacular and my terminology isn't as accurate as it probably should be, but this is a conversation about no solicitation...the do-not-solicit list, which is a very important regulatory and legal requirement so that, you know, independent contractors do not knock on these doors. And, you know, a tool that, you know, they can leverage to ensure they didn't knock on your door was to reflect that home, if they were going to work on your street, on their street sheet so that they would know. And/or for iPad

mapping...it's not really iPad mapping. What that really means is if it was a do-not-solicit list, it would reflect on the JEM application. So, you would know not to knock. So iPad mapping should really be, with my understanding now, just be aware that when you get to that home if it's red, it's do-not-solicit and do not knock on it.

1657. Q. Okay. We'll get to the iPad aspect a bit later. I have some separate questions on that. So for the street sheet here, how would they know what non-solicit addresses to put onto the street sheet?

A. So, part of the regulatory requirements is for offices to have a do-not-solicit

list...and...at the office location. So, if you were going to go to a particular place you would have this DNS list, as we would call it, and then you would reference the homes that you were not legally allowed to knock on and you would have to ensure that you adhered to that.

1658. Q. So, prior to leaving for the day you would put that do-not-solicit information onto your street sheet?

A. I think you would probably do that before you leave to go to field, because you would want to know...right. You would want to know before you got there which ones to avoid. Right.

1673. Q. If you could bring up JE00006237.

So, I have some general questions about do-not-solicit lists. Who creates the do-not-solicit list in the class period?

A. I'm not sure.

1674. Q. Okay. I'd like to know what department or individual is responsible for creating the do-not-solicit list.

MR. MARTIN: We'll do that. U/T

1675. MR. BROWN: I would like to know how they create that list, from what information it's generated.

MR. MARTIN: We'll do that. U/T

1676. MR. BROWN: And I'd like to know who is authorized to edit that do-not-solicit list.

MR. MARTIN: We'll do that as well. U/T

BY MR. BROWN:

1682. Q. From when you started, within the class period, did you actively send out the do-not-solicit list to regional distributors?

A. No.

1683. Q. Okay.

A. It was part of my audits when I went to the offices to ensure that they had one printed out and...yes.

1684. Q. All right. I'd like to move on to JE00007610. So, when did...do you know when iPads began to be rolled out as part of the door-to-door

marketing process?

A. I do not. I want to say it was in a pilot stage even, maybe before my time.

1685. Q. Okay.

A. I know when I came on iPads existed.

1686. Q. Okay.

A. In whatever percentage.

1687. Q. Okay. Meaning they weren't at all of the offices?

A. No, they weren't at all the offices.

1688. Q. Okay.

A. When I first started, right?

1689. Q. Yes.

A. Yes.

1690. Q. What about up until the conversion date? How many offices had iPads? Do you know?

A. When you say offices you mean residential offices?

1691. Q. Yes.

A. Residential offices up to the conversion?

1692. Q. Let's say at the conversion.

A. At the conversion?

1693. Q. Yes.

A. Like before the conversion, pre-

conversion?

1694. Q. Yes.

A. Was...

1695. Q. November 2016.

A. Right. Before the employee conversion?

1696. Q. Yes.

A. Residential offices...

1697. Q. Yes.

A. Most of them had iPads. I don't know the percentages of, you know, of the X amount of the office how many would be on an iPad.

1698. Q. Okay.

A. I don't believe it would be a hundred percent.

1699. Q. What about the commercial offices?

A. The commercial office...I can't speak to Hudson, but I know the commercial product shape...I believe it's still being worked on to get implemented onto the iPad.

1700. Q. Okay. Did...I'd like to know over the class period when iPads were first utilized by the class members for door-to-door residential solicitation.

MR. MARTIN: We'll do that. U/T

BY MR. BROWN:

1719. Q. Do you know what an iPad audit is?

A. iPad audit?

MR. MARTIN: You mean from the company perspective?

THE DEPONENT: Can you give me some context?

BY MR. BROWN:

1720. Q. Let's bring up JE00006141. You'll see on the second page...

A. Yes.

1721. Q. ...it's a summary,

"...Repetition is key to success. Kiosk mode iPads...cases have shipped. Send list of additional iPads required..."

And then,

"...Admin meeting and iPad audit..."

I want to know what the iPad audit is being referred to here.

A. Okay. Thanks for your context...

1722. Q. Yes.

A. So, kiosk mode iPads were once again a...company iPads that were, you know, that process was owned by Jen Johnston and the iPad audit would be, you know, Jen's, essentially, audit of those iPads typically done with the admin out of the offices.

1723. Q. Is that a...by the audit...accounting of what...

A. Essentially, yes. You know, like a...how many iPads? Any broken?

1724. Q. Yes.

A. Any issues? Like...

1725. Q. And this is an audit of Just Energy owned iPads?

A. Correct. And I believe by the date, this is September? September, yes...September 9th.

1726. Q. Okay. So, the kiosk mode iPads are Just Energy owned iPads?

A. If they reference kiosk mode they would be, yes.

1727. Q. Okay. So, I'd like to know when kiosk mode iPads were first implemented, at what offices, and how many at the office.

MR. MARTIN: Is that different from what we gave before? I missed the...

1728. MR. BROWN: I think it's about the same. As long as we understand that kiosk mode iPads are Just Energy owned iPads.

THE DEPONENT: Kiosk mode iPads are paid for by Just Energy.

1729. MR. BROWN: Okay.

MR. MARTIN: They aren't sold to the...

THE DEPONENT: No. These aren't to be sold or leased. They are...

1730. MR. BROWN: So, hopefully that will make the search a bit easier if you know you're looking for kiosk mode iPads.

MR. MARTIN: Right. But we were saying earlier though you weren't aware as to whether they were loaned out to...are these the ones that are loaned out to ICs?

THE DEPONENT: These...kiosk mode iPads were part of the iPad process for the conversion to employees.

BY MR. BROWN:

1731. Q. Okay. So, what is a kiosk mode iPad used for?

A. A kiosk mode iPad is an iPad that the company provided or began to provide to employees to complete sales and, you know, by the date of this email...it looks like the process to get kiosk iPads originated in preparation for the employee conversion later...in a month or so from here.

1732. Q. Were people using kiosk mode iPads in September prior to the conversion?

A. I can't confirm the exact date, but by this date, you know, we've shipped cases...

1733. Q. Okay.

A. ...for kiosk mode iPads. And Jen's moving along that process to get the iPads set up

for...in preparation for the employee conversion.

BY MR. BROWN:

1737. Q. Did the...what app was used on the iPad?

A. To sell contracts?

1738. Q. Yes.

A. I...the generic term, I guess, I don't know. It's the Just Energy app.

1739. Q. All right. Just Energy paid for the development of that app?

A. I don't know.

1740. MR. BROWN: I'd like to know if Just Energy did. My assumption is they did. You can tell me otherwise if I'm wrong.

MR. MARTIN: I'd be surprised...

1741. MR. BROWN: I'd be surprised too.

MR. MARTIN: ...if anybody else paid for it.

1742. MR. BROWN: Yes.

BY MR. BROWN:

1743. Q. Are you familiar with the term "opening a ticket" in respect of the iPad app?

A. Opening a ticket...I'm familiar with

the term opening a ticket.

1744. Q. Okay. What does opening a ticket mean to you?

A. It can mean a lot of things depending on what department and what your context is. It probably is logging a request for something to be completed or logged or, you know...IT ticket to convert your phone...whatever the case is.

1745. Q. All right. We can turn up JE00008146. Why don't you go down to...it's the second page, the email from Vanessa. You're in the "to" line with Jason Herod and Richard.

A. M'hm.

1746. Q. Who is Vanessa?

A. Vanessa Anesetti is...I don't know her exact title, but she is...I would refer to as the manager of compliance.

1747. Q. Is Vanessa still with Just Energy?

A. Vanessa is still with us.

1748. Q. What is the IP address quality check she is referring to?

A. Okay. Once again this is a couple months into my tenure...

1749. Q. I am going to...I would like you to make inquires of Vanessa as to what the IP address

quality check is.

MR. MARTIN: Sorry. I'm just trying to see where that is referenced here.

1750. MR. BROWN: It's the first line of the..."as a result of the IP address quality check".

MR. MARTIN: Yes, we'll ask. U/T

1751. MR. BROWN: And I'd like to know if Just Energy keeps a record of the IP addresses used for enrollment. And the second part of that is whether then those IP addresses are attached to an individual energy advisor.

MR. MARTIN: Okay. Just hang on a second. I'll take that under advisement, because I'm not aware of what's going on here. So, we'll let you know our position on that. U/A

1752. MR. BROWN: Okay.

BY MR. BROWN:

1753. Q. If you want to go to JE00007610.

MS. LOSCO: 7610?

1754. MR. BROWN: 7610, yes.

BY MR. BROWN:

1755. Q. And if you want to go down to page 818. And this is the very last page of the document. Are you familiar with the screen shot on this document?

A. It's not popping out to me, but I'm familiar with the, you know, the screens of the live energy, the JEM management site is how I refer to it.

1756. Q. Yes.

A. This would be, probably, part of that.

1757. Q. It references a disposition report. Do you know what the disposition report is?

A. Sorry, where do you see that?

1758. Q. It's the second line down.

"...The disposition report allows you to..."

Sorry, you'll want to go down...the very last page of the entire...there we go. So, I'm going to ask my first question again. Are you familiar with the screen shot that is shown here?

A. This is...same answer, I guess. I'm not familiar with it, but I've...this is a screen on the JEM website.

1759. Q. Okay. The disposition report...can you explain to me what a disposition report is?

A. My understanding of the disposition report is that it is a report that will allow you to, kind of, review all the dispositions that would have occurred for which you ran the report for.

1760. Q. Is that a disposition of an independent contractor?

A. Independent contractors would be disposition, yes.

1761. Q. And is a disposition the result of a solicitation at a door?

A. Yes, it's a disposition...I think there's a couple...I don't know the total list, but sale would be one...

1762. Q. Yes.

A. ...probably not one, but...sale, not home.

1763. Q. I'd like to know what the available dispositions are.

MR. MARTIN: We'll do that. U/T

1764. MR. BROWN: And then I would like to know how often the disposition is updated...how often the disposition report is updated. By that...

MR. MARTIN: And sorry...I'm not sure what he's talking about...we don't have to...sort of, even...placed this in context. Bear with me for one second here. And sorry. Just regarding context...who the "you" is and this disposition report allows "you" to search for and review all "your" past dispositions...it appears to be...because this is directed at various people this document so...

1765. MR. BROWN: We'll get into a bit more detail with who has access to JEM.

MR. MARTIN: "...The report tab allows you to view stats for yourself and any ICs who report to you..."

So, this is for the...is this for the regional?

BY MR. BROWN:

1766. Q. This one...is this window part JEM?

A. Is this...sorry...screen shot?

1767. Q. Yes.

A. And when you say JEM?

1768. Q. J-E-M.

A. Yes, but when you say JEM you mean

the app on the iPad or the management site?

1769. Q. I mean the...

A. Because these are two different things.

1770. Q. Why don't you explain what the two differences between...

A. So, the JEM app...

1771. Q. M'hm.

A. ...will have the functionality to complete a deal, disposition, location. The JEM management site will have the functionality to run reports.

1772. Q. So, this...what we're viewing right now, is that from the JEM management site?

A. I believe this would be closer to a screen shot JEM management site, correct.

1773. Q. All right. I'd like confirmation that this is from the JEM management site. My understanding is that it is.

MR. MARTIN: We'll do that, yes. U/T

1 does. I know...

14 MR. MARTIN: We'll do that as well. U/T

121 1780. MR. BROWN: Okay. And then I would like

22 to know...my first question about this

23 is...so, on the JEM site the disposition

24 report...

25 THE DEPONENT: The JEM management site?

1781. MR. BROWN: The JEM management site we're looking at right now, how often...what is the lag between the input on the JEM app at a residential door to the information being updated on the JEM management site?

MR. MARTIN: Do you know?

THE DEPONENT: I don't know. I don't know the technical answer to it.

1782. MR. BROWN: Okay. I would like to know.

MR. MARTIN: We'll make those inquiries. U/T

BY MR. BROWN:

1783. Q. Can you bring up JE00004859? So, JEM. This is a management portal presentation. Have you seen this presentation before?

A. There's been a few iterations. So, I mean...I can't confirm right now, but I'm sure I've seen this version at some point.

1784. Q. Okay. Do you know who drafts these presentations?

A. I'm not sure. I think that probably has changed as well.

1785. Q. Okay.

A. Who it would have been.

1786. Q. Do you know when did the management...when did JEM become active?

A. JEM become active...

1787. Q. Probably best by way of an undertaking as to when the JEM site became active.

MR. MARTIN: Yes. U/T

BY MR. BROWN:

1788. Q. I want to take you to page 13 of this.

MR. MARTIN: It only has 10 pages.

1789. MR. BROWN: It should have...

MR. MARTIN: There we go. I don't know how you did that. That was magic.

BY MR. BROWN:

1790. Q. If you just want to go one page down after there. Keep going. There we go. What...do you know what IC Trax is?

A. I do.

1791. Q. Can you explain to me what IC Trax is?

A. So, IC Trax was a tool that you had on the JEM management site depending on your view and your access. And essentially, the IC Trax was

able for you to review tracks of any particular...you know, by IC number and their dispositions with...I don't know what the parameters are...within whatever the searchable criteria was. This was a useful tool. You know, once again as a...for the company as a legal and regulatory requirement to ensure compliance. Things such as, "Did you knock on a do-not-solicit door", complaints that came in, to be able to confirm or deny the accuracy of that complaint. I can tell you we used IC Trax for a recent complaint about an EA that was up for termination due to the matrix and how it fell, because he had two complaints and two complaints equal termination, and he was up for termination. And IC Trax was used by the compliance department to determine that the two complaints that came in on the same day were from locations eight hours apart. So, in a subsequent deeper dive into those, you know, this EA wasn't physically at one of the locations. And it's an aspect of how IC Trax is used by the company to manage the, you know, the regulatory and legal requirements and...

1792. Q. Okay. Is the tracking dependent upon the use of an iPad?

A. Sorry?

1793. Q. So, how does the geography and the location of an independent contractor...how is that known to the IC Trax program? Is it due to the use of an iPad and the location control on it?

A. It's linked to the iPad. I couldn't...

1794. Q. Okay.

A. ...I couldn't tell you the technicality of how it works.

1795. Q. Okay. I would like to know how the information of where a contractor is is linked to IC Trax.

MR. MARTIN: We'll let you know that. U/T

1796. MR. BROWN: And if this isn't covered in the request regarding when the JEM portal became active, I would like to know when IC Trax as a report within the JEM portal was enabled.

MR. MARTIN: We'll let you know that. U/T

1797. MR. BROWN: And then, similarly, if the answer is...I would like to know who had access to the IC Trax report.

MR. MARTIN: Yes. U/T

BY MR. BROWN:

1798. Q. If you want to go down to page 22. Do you know who wrote "boom goes the dynamite"?

A. I think this was a screen shot provided by Dan Gadoua who is a regional distributor.

1799. Q. Okay. Why did Dan provide this to you?

A. I can't recall the context. I know this IC Trax and what these screen shots are going back and forth...he's well versed in the use of the iPad. So, part of the, you know, the reporting, that Mike example is a perfect example of how it's used to, you know, assist independent contractors for complaints that are erroneous or investigate and confirm certain things. And I couldn't tell you the full technical answer, but in IC Trax there...you can track a disposition. So, the disposition of your home is "you are not home", but you can also track when that disposition occurred. So, for example were you at the home and knocking on the door and you weren't home or were you...and this example is what I think he was referencing here...at a Tim Hortons, not working, just going down and dispositioning and you're not actually at these locations.

1800. Q. So, the Trax allows you to tell whether the disposition is correctly linked to the geographical location of the agent?

A. I believe so.

1801. Q. Okay. I would like confirmation as to whether that's possible.

MR. MARTIN: We'll do that. U/T

1802. MR. BROWN: I'd like to know how many agents were tracked using IC Trax.

MR. MARTIN: Sorry, I'm not sure I understand what you mean by that.

1803. MR. BROWN: That...in the dispositions tab you can search for an independent contractor number. So, I'd like to know how many independent contractors are in the IC Trax database.

MR. MARTIN: At any one time or ever or...it's too broad.

1804. MR. BROWN: Let's say divide it...let's start with 2014 when I believe it began to be used, 2015 and 2016.

MR. MARTIN: Well, again, I don't know the details of this. It strikes me from this discussion that theoretically anybody could be in there. It doesn't mean that

they ever were, or that they were ever tracked.

1805. MR. BROWN: Well, I would like you to make inquiries as to what is available in the IC Trax database in terms of whether it is the entire class list that is in there, or only individuals who can be tracked.

MR. MARTIN: We'll let you know that. U/T

BY MR. BROWN:

1807. Q. While we are here...I'd like to go there. I want to talk...you can go to JE00006025. So, this is an email. It is from yourself and it's regarding Burlington gtg. Can I assume gtg means good to go?

A. Correct.

1808. Q. If you just want to take a second and just review the first page.

A. Okay.

1809. Q. What is the "Major NHS IC related

incident"?

A. From my understanding and memory there was a door-to-door issue that occurred. It was in the papers. I believe it was, you know, traced back to an NHS IC and police were involved. And it was a very bad incident. I couldn't remember the specifics of it. That is what that NHS incident is referencing.

1810. Q. What is the "zero tolerance policy for ICs found marketing south of the QEW"?

A. So, because of that incident, as a best practice, and obviously due to the sensitivity of what occurred and, obviously to be in line with regulatory and legal requirements, we thought it would be a best practice to avoid this area due to the sensitive nature of it. And that's the communication that we, you know, communicated to the regional distributors.

1811. Q. Was it an OEB requirement that you not market south of the QEW?

A. I don't know.

1812. Q. I'd like to inquire whether that was an OEB regulatory requirement that you not market south of the QEW.

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

1813. Q. At the bottom you reference, "...For the next few months please forward any Burlington trips for clearance..." Why did Burlington need clearance from you?

A. Because of the aforementioned incident.

1814. Q. Okay.

A. And the sensitivity of that area, and wanting to be cognisant of that and not wanting the independent contractors to be put in a negative situation, as a best practice of the company as well, once again, for legal and regulatory best practices. The clearance, really for me, was to ensure similar to the thermostat installs and whatnot, that it was gradual, that people weren't going there at the same time, that people weren't going there week after week. And you know, that area was sensitive...I guess...I can't be for sure, but I imagine it was something close to, like, a rape that occurred here. So, as a door-to-door company we thought it would be best to be very safe with this area.

BY MR. BROWN:

1817. Q. If you want to turn up JE00009139. This again, is an email from yourself. 2014, "Cease marketing in Sudbury". If you just want to read the first page.

A. Okay.

1818. Q. Do you recall why you had to cease marketing in Sudbury?

A. I do not recall why, but this, you know, communication would have came, probably from our legal regulatory department and...yes. I would have been the conduit to communicate this to the regional sales offices.

1819. Q. Okay. So, it mentioned...well you menitioned,

"...The ability to market is now completely dependent on obtaining a permit..."

Who would have sought to obtain that permit?

A. I don't know.

BY MR. BROWN:

1821. Q. I want to get into a bit more detail about JEM. If you can bring up JE00005652. Do we want to take a short break?

MR. MARTIN: Sure.

1822. MR. BROWN: Yes.

--- upon recessing at 2:56 p.m.

--- A BRIEF RECESS

--- upon resuming at 3:04 p.m.

1823. MR. BROWN: I wanted to ask one further undertaking which I don't think was communicated regarding iPads. In addition to knowing how many iPads were at what offices, I would like to know how many independent contractors had an iPad assigned to them.

MR. MARTIN: When?

1824. MR. BROWN: For the class period.

MR. MARTIN: I will take that under advisement. I'm sorry...when you say assign you mean any of bought, leased or potentially loaned although it doesn't look like there were any. Is that right? U/A

1825. MR. BROWN: Yes.

MR. MARTIN: Okay.

JE00005652. Are you familiar with what this screen shot is?

A. Fairly familiar.

1833. Q. Can you tell me what it is?

A. From my understanding this is a view on the JEM management site. And it looks like it's identifying leads. Renewal leads. So, this would be...typically, to my understanding, a renewal base functionality.

1834. Q. Okay. Through the JEM app, who can assign the leads?

A. Assign the leads to an...

1835. Q. To an independent contractor?

MR. MARTIN: Through the JEM app he said.

1836. MR. BROWN: Yes.

THE DEPONENT: Through the JEM app.

BY MR. BROWN:

1837. Q. Well, I mean I think we're actually looking at the JEM management site.

A. Management. Yes. Sorry.

1838. Q. I'll break it down. You see on the right-hand side there's an assigned leads?

A. Yes.

1839. Q. IC, and it's got a drop down menu?

A. Yes.

1840. Q. Who can go in here to change the IC and change the assigned leads?

A. I don't know if I could tell you a full answer of everybody that...

1841. Q. All right. So, what position is allowed to do that?

A. Once again, I don't know if I'm going to answer your question, but I'll tell you what the process is.

1842. Q. Okay.

A. So, the leads are provided by the renewal team...corporate renewal team...operations team. Those leads are provided to Dan Gadoua who is the regional distributor out of the Cambridge office, the renewal office. And then Dan has the ability to take those leads and distribute them to individual EAs.

1843. Q. Okay. Once the leads are distributed to an EA...

A. Okay.

1844. Q. ...does it appear on that EAs iPad app?

A. I believe that's the case, yes.

1845. MR. BROWN: I would like confirmation if that is the case. That's my understanding.

MR. MARTIN: If they use this technology? Is that what your question is?

1846. MR. BROWN: Yes.

MR. MARTIN: Yes, okay.

1847. MR. BROWN: I think they have to.

MR. MARTIN: Well, they can just assign leads. They don't have to go through the JEM management app, right? But you're saying if they use this...

1848. MR. BROWN: M'hm.

MR. MARTIN: ...if they use this, what was the question?

1849. MR. BROWN: Once the lead is assigned to them on the JEM site...

MR. MARTIN: Yes.

MR. MARTIN: ...how is that lead then communicated to the independent contractor in the field?

MR. MARTIN: Do you know the answer?

THE DEPONENT: So, I'm going to paraphrase and tell me if I have it.

1850. MR. BROWN: Yes.

THE DEPONENT: So, once Dan is on the

JEM management site...

1851. MR. BROWN: Yes.

THE DEPONENT: ...and he allocates a lead to you...

1852. MR. BROWN: Yes.

THE DEPONENT: ...then that lead would show up on your iPad.

1853. MR. BROWN: Okay.

BY MR. BROWN:

1854. Q. I want to talk about non-iPad leads. If you want to bring up JE00006349. Are you familiar with, outside of the JEM management site, how are leads assigned to an office?

A. So, a couple things, I'm not on this email.

1855. Q. Yes.

A. This would have been just when I started. This looks like a Hudson interaction. I don't even know who IC Jeff is.

1856. Q. Okay. Do you know...did Just Energy maintain renewal lists? Does Just Energy have a renewals department?

A. Yes.

1857. Q. Okay.

A. Operational.

MR. MARTIN: So, just...you're talking about the company, right?

THE DEPONENT: The company. The company has an operations team, a region team...

BY MR. BROWN:

1864. Q. Can you bring up JE00000056.

MS. LUSCO: One more time?

1865. MR. BROWN: Yes, JE000000056.

BY MR. BROWN:

1866. Q. Can I ask you...I'll ask you a question prior to bringing the document up. Do you know what the CCR department is?

A. CCR has a couple of terminologies. You know, day-to-day they can be contract conversion reporting, or typically it's probably referencing the, what we call the compliance department, the consumer and corporate relations department.

1867. Q. Okay. That latter one, can you explain generally what that department does?

A. Class action...

1868. Q. Within the class period, yes.

A. ...time frame? Because that department has evolved.

1869. Q. Yes.

A. So, that department would essentially own the relationship to investigate complaints and, you know, review accounts to ensure compliance with our legal and regulatory requirements.

1871. Q. Right. Do you know who is the head

of the department during the class period?

A. I know the functional head of that department was Vanessa Anesetti. I don't know if she was...there was, you know, a senior person ahead of her.

1872. Q. I would like to know if Vanessa is both the functional and the formal head of that department.

MR. MARTIN: We'll let you know. U/T

1882. Q. Can we turn up JE00000060. It's JE00000060.

MS. LUSCO: This is it.

1883. MR. BROWN: I have something different. No, it's the first page. I can just pass it across.

MS. LUSCO: Is this it?

1884. MR. BROWN: Yes, it is. Sorry, I have a different cover page, but...

MS. LUSCO: I think it's just not loading the cover page.

BY MR. BROWN:

1885. Q. Yes. Okay. So, my cover page is the corporate and consumer relations policies and procedural manual. Are you familiar with this manual?

A. I'm not.

1886. MR. BROWN: I would like to know which...the production ID numbers for the manual for the CCR department, the policies and procedural manual that was in place in 2012, 2013, 2014, 2015, and 2016.

MR. MARTIN: We'll do that. U/T

BY MR. BROWN:

1887. Q. Are you familiar with what an ANI investigation is?

A. An ANI investigation? Yes...I mean, generically. I may be able to tell you the technicalities of it.

1888. Q. What is it?

A. So the ANI investigation was one of the best practices that the compliance division conducted and how I understand...something I can tell you for sure that I know references the ANI process in...and this may not be applicable to Ontario. It actually wasn't because EA's were allowed to use their cell phone in Ontario to conduct their welcome call. But in other regions where you weren't allowed to use your own cell phone the ANI report as they call it, and I don't know what the acronym is for, would log the phone numbers that called into a...for a welcome call, and if that phone number called in and you were a customer for your account and then you were a customer for your account, it was the same phone number, it would be flagged under the ANI account.

1889. Q. Okay.

A. And then they would investigate, the compliance department, and determine that...was this the EA's cell phone and this is, you know, Illinois for example, I'm not sure...That you're not able to do this and then, you know, they would monitor as a best practice to ensure the IC's were adhering to the regulatory and legal requirements of whatever region that report was applicable for.

1890. Q. Okay. If we can bring up JE00008143. And I'd like to go to page 30. Actually, it's 31. It's got the 4IX. There we go. If you could just have a read of that brief description there. Once you're done you will need to go to the next page.

A. Okay.

1891. Q. So, the next page details several of the reports. There is the daily report, the IC strike count report, the trending report, the IR disputed enrolment report. And then when you go to the next page, it's the six month sales channel report.

A. This is from 2014. I saw earlier, like April 2014? Give or take?

1892. Q. Yes.

A. Okay.

1893. Q. So, I would like to know for the class period whether all the reports described within this response to the OEB were reports that were being used by...were reports that were being populated or used by Just Energy.

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

1894. Q. Are you familiar with the Care system?

A. Vaguely.

1895. Q. Can you describe to me what the Care system is?

A. My not educated, not Care knowledge, is it's the customer service process or database to log and, you know, report customer call ins specifically for complaints and whatnot and the process of, you know, tracking and logging that.

1896. Q. Okay. Who maintains the Care database?

A. I'm not sure.

1897. MR. BROWN: Okay. I'd like to know if it's part of Vanessa's department. Can you tell me what...

MR. MARTIN: Did you want me to respond

to that or not? If you just want to blow right by I'm happy not to...just so you know, the way that it works, if I don't give you the undertaking you don't get it.

1898. MR. BROWN: Yes.

MR. MARTIN: So, fair enough, if you want to just move on.

1899. MR. BROWN: I'm happy for your response.

MR. MARTIN: I don't know that there is a database. I'm not sure where we would get that information from. That's why I was hesitating, kind of reading about the daily report here where it references the Care.

1900. MR. BROWN: My understanding is what was just said, is it's a database of calls and complaints which is the Care system.

MR. MARTIN: I think it was also said he has an uneducated view of the Care system which is fair...in it's own sense.

1901. MR. BROWN: So, I'd like an explanation then from Just Energy as to what the Care system is.

MR. MARTIN: We'll do that. Thank you. U/T

1902. MR. BROWN: And then what department

within Just Energy is responsible for the maintenance of the Care system.

MR. MARTIN: If there is such a thing we'll let you know. U/T

BY MR. BROWN:

1903. Q. If you can bring up JE00008575. This is one of several compliance matrices. Can you describe to me what you understand the compliance matrix to be?

A. Well, this was dated before my time. It could have been the one that was there while I...when I joined, but essentially the compliance matrix outlines the complaints that would potentially come in, their classification, their description and their consequences.

BY MR. BROWN:

1921. Q. If you want to bring up JE00008810. This is an email. It's from 2015.

A. Okay.

1922. Q. It's from Vanessa. And so it's attaching a document and that's the document I'd like to take you to. If you just want to take a quick look over the email you can, but it's the attachment that I want to consider.

A. Okay.

1923. Q. The attachment is at JE00008812.

A. This is...the title on this email is Senior Managemer compliance and regulatory.

1924. Q. Okay. So, the attachment...the Excel doc...we've already discussed the ANI investigation. I would like to go through this list and just a yes or no as to whether you're aware of what these other measures are. Are you aware of what a multiple reaffirmation report is? It's the third one? Do you know what a multiple reaffirmation report is?

A. It doesn't ring a bell, but in reading these...you know...I guess I would note that some of these controls are applicable to maybe certain products and certain region requirements...

1925. Q. Okay.

A. ...that may or may not be applicable to Ontario.

1926. Q. Okay.

A. The elderly, obviously is one that would be for Ontario.

1927. Q. The TPV process, do you know what that is?

A. I'm vaguely familiar with what the TPV process is. I don't think it was one of the

live processes for Ontario due to how the sales process was in Ontario.

1928. Q. Do you know for certain?

A. I don't know for certain, no.

1929. Q. All right. I think the easiest way is I would like an undertaking as to which of these compliance processes apply to Ontario.

MR. MARTIN: I thought these were...from the last email, these are proposed changes. Did I misinterpret that? I thought someone was saying, "I've gone ahead and drafted this up and I'm going to run it up the flagpole".

1930. MR. BROWN: M'hm. So I...

MR. MARTIN: But that's not...they're proposing that this should be part of the compliance process. I don't think they were saying this is part of the compliance process.

1931. MR. BROWN: Well, I'd like to know if it is...if it became part of the compliance process for Ontario.

MR. MARTIN: Okay. All of this here or just that one TPV process?

1932. MR. BROWN: No, each of them.

Everything from row two to row fifteen.

MR. MARTIN: What are you...okay.

1933. MR. BROWN: The Excel sheet has...

MR. MARTIN: No, no, no...

1934. MR. BROWN: Yes. So it has the title of the compliance process and then a short description of what it is.

MR. MARTIN: We'll let you know yes.

1935. MR. BROWN: So, I'd like to know if...

MR. MARTIN: We got it. We got it.

1936. MR. BROWN: Yes. For the class period...

MR. MARTIN: Gotcha.

1937. MR. BROWN: ...and whether it applied to all of Ontario.

MR. MARTIN: I'm sorry, whether it might not apply to all of Ontario?

1938. MR. BROWN: I would like confirmation that it does apply to all of Ontario. If it only applies to a specific office I would like to know that, but if it applies to all offices in Ontario...

MR. MARTIN: Okay.

1939. MR. BROWN: ...I would like to know that. And if it only applies to

residential offices and not commercial I would like to know that distinction.

MR. MARTIN: Okay. We'll do that. U/T

1940. MR. BROWN: And to the extent some of the compliance processes were started and then stopped or only commenced for part of the class period we will need to know the duration for which they existed.

MR. MARTIN: We'll let you know that. U/T

BY MR. BROWN:

1941. Q. All right. Go away from the productions for one second. This was...I'm going to pass over Exhibit A from the plaintiff's certification record. It was Exhibit A to the affidavit of Haidar Omarali. Have you ever seen this letter before?

A. It doesn't jump out to me.

1942. Q. So, we were unable to find a copy of this letter in the productions and we would like to know whether it was screened out as solicitor client privileged?

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

1945. Q. I'd like you to go to...it's page 6 of the letter. It's page...would have been page 385 of the record.

A. Commitment to customer protection?

1946. Q. Yes. You'll see 23(d) it references,

"...Bi-weekly conference calls with each Just Energy sales office..."

Do you know if this bi-weekly call...is it a CCR weekly call or is it your weekly call you conduct with the sales...regional sales agents?

A. I believe this is referencing a compliance bi-weekly call.

1947. Q. Does compliance conduct a bi-weekly call with the regional offices?

A. Typically there is a bi-weekly call scheduled depending on the...those two weeks. If nothing has occurred, nothing to talk about...

1948. Q. Has that been the practice for the class period that there has been a bi-weekly call from the CCR department?

A. Typically, yes. There are bi-weekly compliance calls for offices as a best practice.

1949. Q. Just a clarification...bi-weekly, we're discussing every two weeks, correct?

A. Correct.

1950. Q. But your calls were every week?

A. Booked, scheduled every week, yes.

1951. Q. Okay.

A. We may not have had one every week.

1952. Q. Yes. So, similar to the undertaking I just requested regarding the Excel spreadsheet and the compliance measures, I would like to know if the compliance measures from paragraph 23(a) to (i) were in place for the duration of the class period in Ontario.

MR. MARTIN: Just give me a moment.

Sure. We'll let you know that. U/T

BY MR. BROWN:

1981. Q. I'm going to ask you some general questions. Can you describe to me the role of a crew coordinator for the class period?

A. I'm not sure if I can recite the...an accurate description of a crew coordinator for you, but in layman's terms the crew coordinator

was, you know, part of the leadership of the office. It was, you know, I guess, after a crew you would become an assistant regional or a regional. They typically ran a crew. A crew typically consists of, you know, a van load of people. Either they are in that van or not, but that crew coordinator would be responsible for, obviously, their independent contractor work, the sales that they would want to do and then the support that they would offer to the other independent contractors that would be allocated to their crew.

BY MR. BROWN:

1989. Q. Are you aware of the position quality assurance field specialist?

A. I'm not familiar with that. I am familiar with a QAF. I think we're talking the same thing, potentially, and it's someone that worked closely or was within the compliance department. And that's where...that's the question you're asking?

1990. Q. Yes. Is that person an employee of Just Energy?

A. QAFs...now the term QAF over the class period, there may have been mystery shoppers that...I don't know if you're referencing them as

well, but I know towards, I want to say 2016 area, maybe in 2017 approximately, there was a position of a QAF which...and I would defer to the compliance department at this point. Essentially it was the new version of the compliance specialist or a second version of that for that role in that department.

1994. Q. How soon after did you start doing regional calls?

A. I'm not sure. It occurred a short time after, however long that is, you know, when I started to kind of absorb myself into the role and realized that I needed to learn a lot of things, and the weekly call was one of the tools that I leveraged to maintain some sanity.

1995. Q. What do you mean "maintain some

sanity"?

A. There was lots going on. Lots to learn. So, you know, this was a good idea, in my opinion, to have a spot to review the many things that needed to be reviewed and ensure, that as the conduit between the company and the regional offices, that things that maybe were missed or things I needed to discuss, there was a forum for that to occur and also allow me to learn.

1996. Q. Okay. What are some of the many things that you would need to discuss with the regionals?

A. Some of the ones that we reviewed on the Raview, confirming the accuracy of the FPRC number...if it was on the list on those emails it would be something that we would have discussed.

1997. Q. Okay. I'd just like confirmation that your week...did your weekly calls continue all the way up until the conversion point in November 2016?

A. I can't say I held them every week, but the concept of that touch point...

1998. Q. Yes.

A. ...was there in various iterations and phases, I want to say, for the majority of the

class period.

1999. Q. Okay. Can you bring up JE00006022? This is a...one of those call summaries from yourself in 2015.

A. Correct.

2000. Q. I want to go to...it's part of page 3 at the bottom. "The Five Keys to Success". Do you just want to read those five keys?

A. Meet and greet...yes.

2001. Q. Can you explain to me what the meet and greet would be?

A. I can't remember the origins of this list here..."The Five Keys to Success", but the meet and greet would essentially be for regional distributors to, you know, if you're going to be the leader in that office it would be good if you were actually interacting with everyone in the office. Meet and greet.

2002. Q. Is this a context, you know, for your day at the office, this is what it should look like?

A. I would say...this is a couple years now...these...and you know...I'm just going to read you what it says, but these were literally, you know, as you're, you know, functioning at the office

these are five keys that, you know, can ensure your success in trying to sell. At this time this is what was discussed as a good tool.

2003. Q. Was this the expectation being communicated to the regional offices?

A. I don't know if expectation is the word I would use, but this is the conversation...

2004. Q. Okay.

A. ...that we were reinforcing.

2006. Q. What about role play?

A. Role play was a best practice that was, you know, often promoted from legal and regulatory requirements that, you know, if people did attend the office and, you know, above and beyond if there was a meeting or managers meeting, but if independent contractors utilized that location to improve their craft, role playing was something that was identified as a great action item to conduct towards that goal.

2007. Q. And badging? What's badging?

A. Badging...I can't remember off hand what badging would reference. I would imagine the regulatory requirements for badging from background checks to conducting an ICA, to ensuring it's completed, to the OEB testing...it's very particular and regulated. So, to focus in on making sure that all those aspects are completed so that you don't have a delay in the badging with the onboarding process.

2008. Q. All right. And the send-off?

A. The send-off, you know, a successful sales leader...if people were to attend the office, you know, seeing them off, and you know, smiling, and being positive is a key to success.

2009. Q. All right. And the last one, "talk to new IC's.

A. Same answer. Essentially, it's basically, like, if you have...there's a lot of attrition, a lot of people coming in. You know, talking to new IC's really as the leader of that office is impactful for your success and the success of that new IC.

2010. Q. We're nearing the end. I have a quick question. What is Binnj? B-I-N-N-J?

A. BIN...that is applicable, I guess, to JEM.

2011. Q. Okay.

A. Yes. It's...

2012. Q. Can I have an undertaking as to what that term refers to or means? I've seen it referred to occasionally in the documents, but I'm not sure exactly what it is.

A. Okay.

2013. Q. Do you have any idea what it is?

A. Well, I mean, I can give you the technicalities of it, but when we say JEM we mean the Just Energy app.

2014. Q. Yes.

A. That I believe is our app, that our

IT people operate. BINNJ was what was the...the first version of that.

2015. Q. Okay.

A. And I believe that was a third party.

2016. Q. Okay. BINNJ, was it a website portal and an app?

A. I think BINNJ is...and I'm not sure. I think BINNJ is the company name, but I couldn't tell you the exact answer.

2017. MR. BROWN: Okay. I'd like you to make inquiries of someone who knows what BINNJ is.

MR. MARTIN: We'll do that. U/T

2018. MR. BROWN: And for what period of time BINNJ was in place prior to the transition to JEM.

MR. MARTIN: If it was.

2019. MR. BROWN: Yes.

BY MR. BROWN:

2020. Q. Is the Just Energy advisor app different than the JEM app? If you want to go to JE00006124. So, my first point is that this is a from an employee announcement. So, I want to know

if this Just Energy advisor app was applicable to independent contractors.

A. Okay. I...I think it's the vernacular...the Just Energy advisor app isn't an app that you can sign customers on. I think it's more like a...I think it's like a weather app or something like that, but there is a difference between...

2021. Q. Is this an app consumers could download?

A. I believe so.

2022. Q. Okay. I would like confirmation if this is a consumer based app.

MR. MARTIN: We'll let you know. U/T

BY MR. BROWN:

2023. Q. Can you bring up JE00004786? This is a PowerPoint presentation.

A. Okay.

2024. Q. Have you seen this presentation before?

A. I'm familiar.

2025. Q. How are you familiar with it?

A. I believe this is the PowerPoint

presentation that was used when markets were converted from independent contractor to employee.

2026. Q. Did you attend a...

A. This is a presentation that was leveraged. And this clearly looks like the Ontario.

2027. Q. Does that mean you attended a presentation where you saw this?

A. I would have been at this presentation, yes.

2028. Q. Okay. Who would have given that presentation?

A. Richard would have given that presentation. I think I probably was part of that presentation as well, and I believe...I would have to...if there's HR stuff here there may have been an HR representative to speak to those items if this is the day I'm thinking about.

2029. Q. Do you know who else attended that presentation?

A. I don't know the total list, but, I mean, generally speaking, it was the independent contractors that were active, that on the 28th of November whenever the conversion occurred, this is the presentation that was leveraged for that conversion meeting.

2030. Q. So, there's...where was that conversion meeting held?

A. A meeting of this nature was held at the Fairview office.

2031. Q. Okay. So, we're talking about one meeting, correct?

A. The one I'm referencing, yes.

2032. Q. Okay. Were there other presentations given using this slide deck in different offices?

A. There could have been. I'm vaguely remembering that the Ottawa office...was...obviously, because it was in Ottawa. I wasn't part of the Ottawa, but I imagine the same presentation would have occurred. I wasn't present for that.

2033. Q. Okay. I would like to know whether there were...at which offices this presentation was made. We have the evidence that there was at Fairview and possibly Ottawa. I'd like to know if it was actually Ottawa there was a presentation and if it was made at the other regional offices as part of the conversion process.

MR. MARTIN: We'll let you know. U/T

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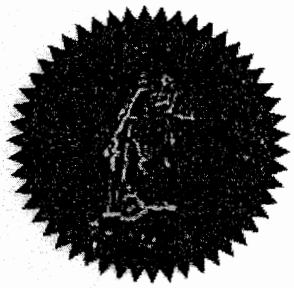
REPORTER'S NOTE:

Please be advised that any undertakings, objections, under advisements and refusals are provided as a service to all counsel, for their guidance only, and do not purport to be legally binding or necessarily accurate and are not binding upon Victory Verbatim Reporting Services Inc.

I hereby certify the foregoing to be a true and accurate transcription of the above noted proceedings held before me on the **25th DAY OF January, 2018** and taken to the best of my skill, ability and understanding.

Certified Correct:

Sam Caldarone
Verbatim Reporter



THIS IS EXHIBIT "17" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 24, 2018

June 20, 2018

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Tab 1

Tab A

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

UNDERTAKINGS, UNDER ADVISEMENTS AND REFUSALS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ ON BEHALF OF JUST ENERGY GROUP INC., HELD ON JANUARY 24, 2018

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.				
No.	**Question No.**	**Page No.**	**Specific Undertaking**	**Undertaking Answer**
1.	127	33	To advise what other partners exist for Just Energy Ontario L.P. ("**Just Energy L.P.**").	Just Energy Corp. is and has always been the General Partner of Just Energy L.P. Attached at Undertaking Tabs 1.A and 1.B are two Just Energy L.P. registrations during the class period.
2.	128	33	To advise if Just Energy Group Inc. ("**Just Energy Group**") reports Just Energy L.P.'s operations as part of its financial reporting.	Yes. Just Energy L.P.'s operations are included in Just Energy Group's audited global financial reporting.
3.	129	33	To advise where Just Energy L.P.'s corporate office is located.	100 King Street West, Suite 2630 Toronto, ON M5X 1E1 See Undertaking Tabs 3.A and 3.B attached.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
4.	133	34	To advise if Just Energy L.P. has any employees or individuals who run the partnership.	Just Energy L.P. does not have any employees or individuals who run the partnership.
5.	134-135	34-35	To advise who the registered partners were that controlled the operations of Just Energy L.P. over the class period.	Just Energy Corp. See Undertaking Tabs 5.A and 5.B. attached.
[illegible]			[illegible]	[illegible] .P. [illegible] id [illegible] or [illegible] ay rgy.
7.	141	37	To advise if Just Energy L.P. has and uses a different logo than Just Energy Group.	"Just Energy" is the only "logo" used for Just Energy L.P. There is no Just Energy Group Logo.
8.	142	37	To advise if Just Energy Corp. is a wholly-owned subsidiary of Just Energy Group.	Just Energy Corp. is a wholly-owned subsidiary of Just Energy Group. See Undertaking Tab 8 attached.
9.	145	38	To advise where the corporate office of Just Energy Corp. is located.	100 King Street West, Suite 2630 Toronto, ON M5X 1E1.
10.	146-147	38	To advise who the directors of Just Energy Corp. were over the class period.	Rebecca MacDonald Ken Hartwick Beth Summers Deborah Merril James Lewis Jonah Davids See Undertaking Tab 10 attached.
11.	149-150	39	To advise who the registered officers of Just Energy Corp. were over the class period.	See Undertaking Tab 11 attached.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
12.	155	41	To advise if Just Energy Corp. uses a logo, other than the Just Energy Group logo.	"Just Energy" is the only "logo" used for Just Energy Corp. There is no Just Energy Group Logo.
13.	214	55	To provide a full list of which Just Energy offices were commercial offices or primarily commercial offices during the class period.	The following were the commercial sales offices**: Cambridge, Etobicoke, Fairview, Islington, Kitchener, Ottawa Commercial, Toronto, Yorkland and Viking. **See attached list with office address locations - Undertaking Tab 13.
14.	253-254	65	To confirm that if you pulled up the badge number of an independent contractor on Just Energy's system you would be able to identify what contracts that independent contractor sold.	Yes we would be able to identify what contracts an independent contractor sold under their badge number.
15.	259	66	To provide the number, location, name and the time period of operation of all the Just Energy regional sales offices in Ontario over the class period.	Please see the attached spreadsheet - Undertaking Tab 15.
16.	270-272	69	To confirm if Just Energy regional distributors sublease the office space from Just Energy.	No, they do not.
17.	273	69	To confirm if Just Energy regional distributors subleased the office space from Just Energy throughout the class period.	No, they did not.
18.	283	71	To advise if any particular Just Energy offices did not have a "Just Energy" sign on the front of them.	Each Just Energy office would have had a sign on the front of them. There would also be a sign in the building directory, if applicable.
19.	343	86		
20.	376-385	93-94	If it is incorrect that vacation pay, overtime pay and holiday pay were not paid to Just Energy independent contractors across the class period and throughout Ontario, to advise counsel. If it is incorrect that employment insurance contributions and Canada Pension Plan, CPP, contributions were not made on behalf of Just Energy independent contractors across the class period and throughout Ontario, to advise counsel.	This is correct.
21.	408-409	99-100	To advise what document number JE00000523 "part one" of a guidebook, "Independent Contractor Orientation Ontario", and document number JE00000522 part two are, what their purpose is and who they are provided to.	The document is a guide that assisted independent contractors in understanding Just Energy's business in order to sell JE products. The information spanned various topics to ensure that the independent contractors provided correct information to consumers in order to sell the product and to comply with regulatory requirements.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
22.	444	106	To advise what document number JE00002949 "Orientation Guide Book" is, who it was provided to and when it was provided.	The document is a more recent guide that assisted regional distributors in understanding a suggested methodology on how to present orientation materials to independent contractors. The information spanned various topics to ensure that the regional distributors successfully provided the information needed for the independent contractors to be competent in marketing and selling the product, and in order to comply with regulatory requirements. This guide was not given at a specific time. It was always available at the offices to provide guidance for regional distributors who presented orientation materials.
23.	465	110	To advise if the flow charts, the Visios, in document numbers JE00008591 and JE00007565 accurately describe the orientation process that is supposed to be followed throughout all sales offices of Ontario over the class period.	Yes, they do based on the time and date when they were created.
24.	732-736	163-164	[illegible]	[illegible]
25.	740	165	[illegible]	[illegible]
26.	746-752	166-169	[illegible]	[illegible]
27.	795	179	To advise what an "RCE" means.	RCE stands for Residential Customer Equivalents. It is a unit of measure used by the energy industry to describe the typical annual commodity consumption by a single family.
28.	802-805	180-182	[illegible]	[illegible]

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
29.	834	191-192	Regarding paragraph 27 of the Statement of Defence, to advise and provide evidence to support who was doing the sales for Just Energy, what products they were selling and how frequently were those sales being done.	Independent contractors were contracted by Just Energy to provide services with respect to selling energy products (either commodity or tangible energy management services). The ICAs produced demonstrate who was doing the sales. What products they were selling varied among independent contractors.
30.	836-849	192-195	To advise if document number JE00008237 the "Ontario Energy Board Code of Conduct For Gas Market or Sales" is given to and reviewed by Just Energy sales agents, the independent contractors.	Yes, it is provided as part of the orientation process.
31.	867-872	199-200	To advise if document number JE00008239 the "Ontario Energy Board Electricity Retailer Code of Conduct " is provided to Just Energy sales agents or independent contractors. To advise if the Code of Conduct from the Ontario Energy Board for gas retailers is provided to Just Energy sales agents or independent contractors.	Yes, these are both provided as part of the orientation process.
32.	922	212	To advise what the distinction is between all the Fairview offices in existence, what the purpose of the distinction was and how one assigns an independent contractor to any particular office within that Fairview set of offices.	The Fairview offices were created by one national distributor. There was one large office location, with several sub offices within the same building, which collectively were referred to as the Fairview offices. Each sub office had its own team, which was organized based on the same hierarchy of other individual physical offices. Each sub office had a team, with a regional distributor and crew coordinators. All sub offices shared resources. It was up to each sub office to decide how they would assign an independent contractor to any particular sub office. Each team would do their own recruiting. There was also central recruiting process which was done by the office collectively, which would distribute independent contractors among the sub offices. The national distributor created this structure to generate more revenue. The more offices, the more revenue. It was also a way to show growth and retain talent.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.				
No.	**Question No.**	**Page No.**	**Specific Undertaking**	**Undertaking Answer**
33.	923	212-213	[redacted] s	[redacted]
34.	925-929	213-214	If document number JE00007378 is not a regional distributor services agreement, to advise counsel.	The document is a regional distributor agreement.
35.	932-933	214	To advise if the regional distributor services agreements were or were not primarily drafted by Just Energy.	Distributor agreements were primarily drafted by Just Energy.
36.	941-942	216	If assistant regional distributors sign a different independent contractor agreement with Just Energy than a sales agent would and if they do not maintain the contract they signed when they were sales agents, to advise counsel.	Assistant regional distributors would sign a regional distributor agreement which was different than that of an independent contractor agreement. The regional distributor agreement superseded the independent contractor agreement.
37.	943	216-217	If crew coordinators sign a separate independent contractor agreement with Just Energy than a sales agent would and if they do not maintain the contract they signed when they were sales agents, to advise counsel.	Crew coordinators do not sign a separate independent contractor agreement. They maintain their original independent contractor agreement.
38.	1030-1039	236-239	With respect to the response to the drop off rates during recruitment and training process on page 19 of document JE00008145, if the 69% of badged individuals referenced did not complete their first day of training and sign an independent contractor agreement, to advise counsel.	The information appears to suggest that 69% of individuals did enter into an independent contractor agreement with Just Energy however did not successfully market or did not provide services to Just Energy (submit a minimum of at least one sale).

Tab B

UNDER ADVISEMENTS

Under advisements given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Under Advisement	Under Advisement Answer
1.	113-116	29-30	To provide the last known contact information for Ray Rahaman, the regional sales manager of Just Energy for Ontario prior to Ravi Maharaj.	Raymond Rahaman 36 Callalilly Road Brampton, ON L7A 0M2 Tel (905) 812-7419
2.	143	37	If Just Energy Corp. is not a wholly-owned subsidiary, to advise who the shareholders are.	Just Energy Corp. is a wholly owned subsidiary.
3.	310	78		
4.	311	78-79		
5.	312	79		
6.	313	79-80		
7.	806-818	182-186	To provide the various versions of the commission schedules to the independent contractor agreements over the class period.	See attached commission schedules that formed part of the independent contractor agreements. Please note each schedule is attached as the last document to the independent contractor agreement.
8.	1099	257	To advise what percentage of total sales revenue came from door to door sales for the years 2012, 2013, 2014, 2015, 2016 and 2017.	Just Energy has this information with respect to fiscal years 2014-2017. They are as follows: 2014 - 26% 2015 - 21% 2016 - 20% 2017 - 27%

UNDER ADVISEMENTS				
Under advisements given on the examination of Ravi Maharaj, held on January 24, 2018.				
No.	**Question No.**	**Page No.**	**Specific Under Advisement**	**Under Advisement Answer**
9.	1100-1103	257-258	In relation to how Mr. Teixeira used the phrase door to door sales in his affidavit, to advise whether Just Energy has data to identify the proportion of sales revenue from Ontario that is derived from door to door sales.	See answer to under advisement 8 above.
10.	1104	258-259	If Just Energy does have the data to identify the proportion of sales revenue from Ontario that is derived from door to door sales, provide the percentages for the years 2012 through 2017, inclusive.	See answer to under advisement 8 above.

Tab 2

Tab A

1092

U/T #1

Tab A

1094

Ontario Ministry of Government Services / Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*
Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. **Declaration Type / Type de déclaration**
A. ☑ New / Nouvelle
B. ☑ Name Change / Modification de la raison sociale
C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)
D. ☐ Renewal Without Name Change / Renouvellement sans modification de la raison sociale
E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale
F. ☐ Dissolution / Dissolution
G. ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le nº d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.
BIN (Business Identification No.) / NIE Nº d'identification de l'entreprise: 150677821

2. **Firm Name / Raison sociale de la société en commandite**
JUST ENERGY ONTARIO L.P.

3. **Mailing Address of Registrant / Adresse postale de registrant**
Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

4. **Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario**
☑ Same as above / comme ci-dessus
☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº (P.O. Box not acceptable / Case postale non acceptés): 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

5. **General Nature of Business / Nature générale de l'activité exercée**
GAS AND ELECTRICITY MARKETERS.

6. **Information Regarding General Partner(s) / Renseignements sur le ou les commandités**
(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP.
Ontario Corporation Number / Nº matricule de la personne morale en Ontario: 1733628

Address / Adresse — Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur
X

Print Name of Signatory / Nom du signataire en lettres moulées: KEN HARTWICK, PRESIDENT & CEO

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commandités: 1

7. **Jurisdiction of Formation / Territoire d'origine**
ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. **Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)**

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

Attorney / Representative – Procureur / représentant
(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale — Ontario Corporation Number / Nº matricule de la personne morale en Ontario

Address / Adresse — Street No. / Nº de rue — Street Name / Nom de la rue — Suite No. / Bureau nº
City / Town / Ville — Province / Province
Country / Pays — Postal Code / Code postal

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 150677821
NAME/
NOM....: JUST ENERG
REG/ENR: 2009-07-21
EXP/EXP: 2015-06-08

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Tab B

1096

Ontario Ministry of Government Services / Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*

Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. Declaration Type / Type de déclaration
   - A. ☐ New / Nouvelle
   - B. ☐ Name Change / Modification de la raison sociale
   - C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)
   - D. ☑ Renewal Without Name Change / Renouvellement sans modification de la raison sociale
   - E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale
   - F. ☐ Dissolution / Dissolution
   - G. ☐ Withdrawal / Retrait

   Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le nº d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.

   BIN (Business Identification No.) / NIE Nº d'identification de l'entreprise: 150677821

2. Firm Name / Raison sociale de la société en commandite

   JUST ENERGY ONTARIO L.P.

3. Mailing Address of Registrant / Adresse postale de registrant

   Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
   City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

4. Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario

   ☑ Same as above / comme ci-dessus
   ☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

   Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630 (P.O. Box not acceptable / Case postale non acceptés)
   City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

5. General Nature of Business / Nature générale de l'activité exercée

   GAS AND ELECTRICITY MARKETERS

6. Information Regarding General Partner(s) / Renseignements sur le ou les commandités

   (A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

   (B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP. — Ontario Corporation Number / Nº matricule de la personne morale en Ontario: 1733628

   Address / Adresse — Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
   City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

   Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur: X [signature]
   Print Name of Signatory / Nom du signataire en lettres moulées: ROBERT DONALDSON, Secretary

   Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

   For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

   Number of General Partners / Nombre de commandités: 1

7. Jurisdiction of Formation / Territoire d'origine

   ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)

   Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

   Attorney / Representative – Procureur / représentant
   (A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

   (B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale — Ontario Corporation Number / Nº matricule de la personne morale en Ontario

   Address / Adresse — Street No. / Nº de rue — Street Name / Nom de la rue — Suite No. / Bureau nº
   City / Town / Ville — Province / Province
   Country / Pays — Postal Code / Code postal

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   BIN/EIN: 150677821
   NAME/
   NOM.....: JUST ENERG
   REG/ENR: 2015-06-22
   EXP/EXP: 2020-06-07

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U/T #3

Tab A

Ontario Ministry of Government Services / Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*
Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. **Declaration Type / Type de déclaration** — A. ☑ New / Nouvelle; B. ☑ Name Change / Modification de la raison sociale; C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale); D. ☐ Renewal Without Name Change / Renouvellement sans modification de la raison sociale; E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale; F. ☐ Dissolution / Dissolution; G. ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le n° d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.

BIN (Business Identification No.) / NIE N° d'identification de l'entreprise: 150677821

2. **Firm Name / Raison sociale de la société en commandite**

JUST ENERGY ONTARIO L. P.

3. **Mailing Address of Registrant / Adresse postale de registrant**

Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

4. **Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario**

☑ Same as above / comme ci-dessus ☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630 (P.O. Box not acceptable / Case postale non acceptés)
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

5. **General Nature of Business / Nature générale de l'activité exercée**

GAS AND ELECTRICITY MARKETERS

6. **Information Regarding General Partner(s) / Renseignements sur le ou les commandités**

(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP.
Ontario Corporation Number / N° matricule de la personne morale en Ontario: 1733628

Address / Adresse — Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur: X

Print Name of Signatory / Nom du signataire en lettres moulées: KEN HARTWICK, PRESIDENT & CEO

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commandités: 1

7. **Jurisdiction of Formation / Territoire d'origine**

ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. **Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)**

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

Attorney / Representative – Procureur / représentant
(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale — Ontario Corporation Number / N° matricule de la personne morale en Ontario

Address / Adresse — Street No. / N° de rue — Street Name / Nom de la rue — Suite No. / Bureau n°
City / Town / Ville — Province / Province
Country / Pays — Postal Code / Code postal

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BIN/EIN: 150677821
NAME/
NOM....: JUST ENERG
REG/ENR: 2009-07-21
EXP/EXP: 2015-06-08

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Tab B

Ontario Ministry of Government Services / Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*

Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. Declaration Type / Type de déclaration

A. ☐ New / Nouvelle
B. ☐ Name Change / Modification de la raison sociale
C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)
D. ☑ Renewal Without Name Change / Renouvellement sans modification de la raison sociale
E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale
F. ☐ Dissolution / Dissolution
G. ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le n° d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.

BIN (Business Identification No.) / NIE N° d'identification de l'entreprise: 150677821

2. Firm Name / Raison sociale de la société en commandite

JUST ENERGY ONTARIO L.P.

3. Mailing Address of Registrant / Adresse postale de registrant

Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

4. Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario

☑ Same as above / comme ci-dessus
☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630 (P.O. Box not acceptable / Case postale non acceptés)
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

5. General Nature of Business / Nature générale de l'activité exercée

GAS AND ELECTRICITY MARKETERS

6. Information Regarding General Partner(s) / Renseignements sur le ou les commandités

(A) Individual / Personne physique - Last Name / Nom de famille: — First Name / Prénom: — Middle Name / Autre prénom:

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP.
Ontario Corporation Number / N° matricule de la personne morale en Ontario: 1733628

Address / Adresse — Street No. / N° de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur: X [signature]
Print Name of Signatory / Nom du signataire en lettres moulées: ROBERT DONASSO, Secretary

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commandités: 1

7. Jurisdiction of Formation / Territoire d'origine

ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

Attorney / Representative – Procureur / représentant
(A) Individual / Personne physique - Last Name / Nom de famille: — First Name / Prénom: — Middle Name / Autre prénom:

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: — Ontario Corporation Number / N° matricule de la personne morale en Ontario:

Address / Adresse — Street No. / N° de rue — Street Name / Nom de la rue — Suite No. / Bureau n°
City / Town / Ville — Province / Province
Country / Pays — Postal Code / Code postal

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BIN/EIN: 150677821
NAME/
NOM.....: JUST ENERG
REG/ENR: 2015-06-22
EXP/EXP: 2020-06-07

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U/T #5

Tab A

1104

Ontario Ministry of Government Services / Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*
Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. **Declaration Type / Type de déclaration**
A. ☑ New / Nouvelle
B. ☑ Name Change / Modification de la raison sociale
C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)
D. ☐ Renewal Without Name Change / Renouvellement sans modification de la raison sociale
E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale
F. ☐ Dissolution / Dissolution
G. ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le nº d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.
BIN (Business Identification No.) / NIE Nº d'identification de l'entreprise: 150677821

2. **Firm Name / Raison sociale de la société en commandite**
JUST ENERGY ONTARIO L.P.

3. **Mailing Address of Registrant / Adresse postale de registrant**
Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

4. **Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario**
☑ Same as above / comme ci-dessus
☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630 (P.O. Box not acceptable / Case postale non acceptés)
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

5. **General Nature of Business / Nature générale de l'activité exercée**
GAS AND ELECTRICITY MARKETERS

6. **Information Regarding General Partner(s) / Renseignements sur le ou les commanditées**
(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom:

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP.
Ontario Corporation Number / Nº matricule de la personne morale en Ontario: 1733628

Address / Adresse — Street No. / Nº de rue: 100 — Street Name / Nom de la rue: KING STREET WEST — Suite No. / Bureau nº: 2630
City / Town / Ville: TORONTO — Province / Province: ON — Country / Pays: CANADA — Postal Code / Code postal: M5X 1E1

Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur
X

Print Name of Signatory / Nom du signataire en lettres moulées: KEN HARTWICK, PRESIDENT & CEO

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commanditées: 1

7. **Jurisdiction of Formation / Territoire d'origine**
ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. **Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un établissement en Ontario)**

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

Attorney / Representative – Procureur / représentant
(A) Individual / Personne physique - Last Name / Nom de famille — First Name / Prénom — Middle Name / Autre prénom:

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale — Ontario Corporation Number / Nº matricule de la personne morale en Ontario:

Address / Adresse — Street No. / Nº de rue — Street Name / Nom de la rue — Suite No. / Bureau nº
City / Town / Ville — Province / Province
Country / Pays — Postal Code / Code postal

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE
BIN/EIN: 150677821
NAME/
NOM....: JUST ENERG
REG/ENR: 2009-07-21
EXP/EXP: 2015-06-08

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Tab B

1106

Ontario | Ministry of Government Services | Ministère des Services gouvernementaux

Declaration Form 3
under the *Limited Partnerships Act*
Déclaration Formule 3
aux termes de la *Loi sur les sociétés en commandite*

Print clearly in CAPITAL LETTERS / Écrivez clairement en LETTRES MAJUSCULES — Page ____ of / de ____

1. **Declaration Type / Type de déclaration**
A. ☐ New / Nouvelle
B. ☐ Name Change / Modification de la raison sociale
C. ☐ Change (other than name change) / Changement (autre que modification de la raison sociale)
D. ☑ Renewal Without Name Change / Renouvellement sans modification de la raison sociale
E. ☐ Renewal With Name Change / Renouvellement avec modification de la raison sociale
F. ☐ Dissolution / Dissolution
G. ☐ Withdrawal / Retrait

Enter the Business Identification Number (BIN) for all Declaration Types except Type A. / Entrez le n° d'identification de l'entreprise (NIE) pour tous les types de déclaration, sauf pour le type A.

BIN (Business Identification No.) / NIE N° d'identification de l'entreprise: 150677821

2. **Firm Name / Raison sociale de la société en commandite**

JUST ENERGY ONTARIO L.P.

3. **Mailing Address of Registrant / Adresse postale de registrant**

Street No. / N° de rue: 100 | Street Name / Nom de la rue: KING STREET WEST | Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO | Province / Province: ON | Country / Pays: CANADA | Postal Code / Code postal: M5X 1E1

4. **Address of Principal Place of Business in Ontario / Adresse de l'établissement principal en Ontario**

☑ Same as above / comme ci-dessus
☐ Extra-Provincial Limited Partnership without business address in Ontario / Société en commandite extraprovinciale sans établissement en Ontario

Street No. / N° de rue: 100 | Street Name / Nom de la rue: KING STREET WEST | Suite No. / Bureau n°: 2630 (P.O. Box not acceptable / Case postale non acceptés)
City / Town / Ville: TORONTO | Province / Province: ON | Country / Pays: CANADA | Postal Code / Code postal: M5X 1E1

5. **General Nature of Business / Nature générale de l'activité exercée**

GAS AND ELECTRICITY MARKETERS

6. **Information Regarding General Partner(s) / Renseignements sur le ou les commandités**

(A) Individual / Personne physique - Last Name / Nom de famille | First Name / Prénom | Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale: JUST ENERGY CORP.
Ontario Corporation Number / N° matricule de la personne morale en Ontario: 1733628

Address / Adresse — Street No. / N° de rue: 100 | Street Name / Nom de la rue: KING STREET WEST | Suite No. / Bureau n°: 2630
City / Town / Ville: TORONTO | Province / Province: ON | Country / Pays: CANADA | Postal Code / Code postal: M5X 1E1

Signature of General Partner or Attorney for the General Partner / Signature du commandité ou de son procureur
X [signature]
Print Name of Signatory / Nom du signataire en lettres moulées: ROBERT DONALSON, Secretary

Check if signing as attorney on behalf of the general partner pursuant to s. 32 of the *Limited Partnerships Act*. / Cochez la case ci contre si le signataire est le procureur du commandité (art. 32 de la Loi) ☐

For a new Declaration, name change or renewal, item 6 must be completed and signed by all the general partners or their attorneys. If there is more than one general partner, set out the total number of partners in the box and attach additional schedule(s) / Pour une nouvelle Déclaration, une modification de la raison sociale ou un renouvellement, il faut remplir la section 6 pour chaque commandité, et chaque commandité ou son procureur doit signer la section 6. S'il y a plus d'un commandité, entrez le nombre total de commandités dans la case ci contre et remplissez et joignez une ou des annexes.

Number of General Partners / Nombre de commandités: 1

7. **Jurisdiction of Formation / Territoire d'origine**

ONTARIO

Extra-Provincial Limited Partnership Carrying on Business in Ontario / Société en commandite extraprovinciale menant des activités en Ontario

8. **Information Regarding Attorney/Representative for an Extra-Provincial Limited Partnership - (Does not apply to limited partnerships formed in another Canadian jurisdiction that have an office or other place of business in Ontario) / Renseignements sur le procureur / représentant de la société en commandite extraprovinciale - (Ne s'applique pas aux sociétés en commandite d'un autre territoire canadien qui ont un *établissement en Ontario*)**

Power of Attorney - Check the box to confirm there is an executed Power of Attorney (Form 4) appointing the person/corporation listed below to be the attorney and representative in Ontario. The attorney/representative is required to keep the executed Form 4 available for inspection at the address set out below. / Procuration – Cochez la case ci-contre pour confirmer qu'il y a une Procuration signée (Formule 4) nommant la personne physique ou morale indiquée ci dessous à titre de procureur et représentant en Ontario. Celui ci doit tenir la Formule 4 signée à disposition aux fins d'inspection à l'adresse ci dessous. ☐

Attorney / Representative – Procureur / représentant
(A) Individual / Personne physique - Last Name / Nom de famille | First Name / Prénom | Middle Name / Autre prénom

(B) Corporation, Partnership etc. / Personne morale, société en nom collectif etc. - Name / Raison sociale | Ontario Corporation Number / N° matricule de la personne morale en Ontario

Address / Adresse — Street No. / N° de rue | Street Name / Nom de la rue | Suite No. / Bureau n°
City / Town / Ville | Province / Province
Country / Pays | Postal Code / Code postal

MINISTRY USE ONLY - RÉSERVÉ AU MINISTÈRE

BIN/EIN: 150677621
NAME/NOM.....: JUST ENERG
REG/ENR: 2015-06-22
EXP/EXP: 2020-06-07

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U/T #8

Corporate Structure

Name of Obligor - Restricted Subsidiary*, Unrestricted Subsidiary**	Jurisdiction	Authorized Capital	Issued Capital	Owner of Securities
Just Energy Corp.*	Province of Ontario	unlimited number of Common Shares, Class A Preference Shares and Class B Preference Shares	(a) 300 Common Shares	(a) Just Energy Group Inc.

U/T #10

1110

REGISTER OF DIRECTORS
OF
JUST ENERGY CORP.

FULL NAME	DATE WHEN APPOINTED	DATE WHEN RESIGNED
Rebecca MacDonald	August 21, 2000	August 9, 2012
Ken Hartwick	August 7, 2008	April 1, 2014
Beth Summers	January 1, 2011	August 22, 2014
Deborah Merril	April 1, 2014	
James Lewis	April 1, 2014	
Jonah Davids	August 22, 2014	

U/T #11

1112

JUST ENERGY CORP.
OFFICERS' REGISTER
(for the period January 1, 2012 to December 31, 2016)

NAME & ADDRESS	POSITION	DATED APPOINTED	DATE CEASED
Rebecca MacDonald 100 King Street West, Suite 2630 Toronto, Ontario M5X I E I	Executive Chair	29 June 2004	August 9, 2012
Ken Hartwick 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	President	09 March 2006	01 April 2014
Ken Hartwick 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Chief Executive Officer	01 March 2008	01 April 2014
Richard Early 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Human Resources	29 June 2004	January 7, 2013
Robert A. Donaldson 100 King Street West, Suite 2630 Toronto, Ontario M5X 1E1	Corporate Secretary	29 June 2004	25 June 2015
Gord Potter 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Senior Vice President, Regulatory Affairs	01 April 2005	I 5 October 2012
Stephanie Bird 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President and Corporate Risk Officer	18 May 2006	30 May 2014
James Pritchett 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Executive Vice President, Consumer Sales	15 May 2008	31 October 2014
James Lewis 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Co-Chief Executive Officer and President	01 April 2014	1 April 2018

NAME & ADDRESS	Position	DATED Appointed	DATE CEASED
Deborah Merril 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Executive Vice President, Commercial Division	01 April 2010	01 April 2014
Deborah Merril 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Co-Chief Executive Officer and President	01 April 2014	April 1, 2018
Duncan Stiles 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Operations — Utility Consolidated Billing	01 April 2007	01 April 2012
Duncan Stiles 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Chief Operating Officer — Commercial Division	01 April 2012	01 April 2015
Duncan Stiles 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Executive Vice President, Commercial Division	01 April 2015	
Christian MacArthur 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Load Forecasting and Supply	15 May 2008	31 March 2013
Stuart Rexrode 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Vice President, Business Development	15 May 2008	26 September 2012
Jason Herod 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Senior Vice President and Regional General Manager — Canada	01 April 2011	01 April 2015
Jason Herod 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Executive Vice President, Consumer Sales — North America	01 April 2015	August 4, 2017
Jonah Davids 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President and General Counsel	01 April 2010	15 October 2012 01 April 2014
Jonah Davids 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Executive Vice President and General Counsel	01 April 2014	25 June 2015

NAME & ADDRESS	POSITION	DATED APPOINTED	Date Ceased 19 August 2014
Jonah Davids 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Executive Vice President, General Counsel and Corporate Secretary	25 June 2015	
Lisa O'Connor 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President and Corporate Controller	15 May 2008	01 April 2015
Lisa O'Connor 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Senior Vice President and Corporate Controller	0I April 2015	August 23, 2017
Beth Summers 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Chief Financial Officer	05 February 2009	August 19, 2014
Patrick McCullough 5251 Westheimer Road, Suite 1000 1-louston, Texas 77056	Chief Financial Officer	19 August 2014	April 1, 2018
Ash Rajendra 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Chief Information Officer	25 July 2011	March 2018
Krishnan Kasiviswanathan 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Senior Vice President and Chief Risk Officer	04 August 2014	01 June 2015
Krishnan Kasiviswanathan 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Senior Vice President, Supply	June 1, 2015	
Margaret Munnelly 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Senior Vice President and Associate General Counsel	01 April 2014,	
Pat Chan 6345 Dixie Road, Suite 200 **Mississauga,** Ontario L5T 2E6	Vice President, Tax	02 March 200	June 14, 2016
John Marcinko 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Supply — Canada	07 May 2012	

NAME & ADDRESS	POSITION	DATED APPOINTED	DATE CEASED
Kate Livesey 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Treasury and Investor Relations	0l March 2015	May 22, 2017
Nola Ruzycki 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Regulatory Canada	01 April 2012	July 14, 2017
Amir Andani 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	VP and Chief Risk Officer	July 8, 2016	
Richard Teixeira 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Sales	01 June 2015	
Alan Shulman 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Marketing	03 July 2012	July 14, 2017
Ivan Thompson 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Senior Vice President, Human Resources	7 January 2013	22 November 2015

NAME & ADDRESS	POSITION	DATED APPOINTED	DATE CEASED
Lino Ventresca 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Enterprise Architecture and Portfolio Management	12 September 2011	
Danny Sialtis 6345 Dixie Road, Suite 200 Mississauga, Ontario L5T 2E6	Vice President, Business Systems	12 September 2011	March 2018
Hector McLaughlin 5251 Westheimer Road, Suite 1000 Houston, Texas 77056	Vice President, Human Resources	4 January 2016	June 2, 2017

U/T #13

Undertaking – Examination held on January 24, 2018

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Cambridge

Just Energy Cambridge
260 Holiday Inn Drive, Suite 33
Cambridge, Ontario N3C 4E8

Etobicoke

Hudson Energy Etobicoke
16 Four Seasons Pl., suite 211
Toronto, Ontario, M9B 6E5

Fairview

Just Energy Fairview
245 Fairview Drive, Suite 203
Toronto, Ontario M2J 4T1

Islington

Just Energy Islington
1243 Islington Ave. Suite #1201
Etobicoke, Ontario, M8X 1Y9

Kitchener

Just Energy Kitchener
22 Frederick St.
Penthouse Suite 11th Floor
Kitchener Ontario, N2H 6M6

Ottawa

Just Energy Ottawa
130 Slater St., Suite 1100
Ottawa, Ontario, K1P 6E2

Toronto

Just Energy Toronto
1243 Islington Ave. Suite #1201
Etobicoke, Ontario, M8X 1Y9

Yorkland

Just Energy Yorkland
245 Fairview Drive, Suite 110
Toronto, Ontario, M2J 4T1

Viking

Just Energy Viking
5353 Dundas St. West Suite 501
Etobicoke, ON M9B 1B1

U/T #15

Year/Month	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
Yorkland	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Hamilton	Open	Open	Open	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Dark
Ottawa	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Kitchener	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Islington	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Etobicoke	Open											
Fairview	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Oshawa	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Cambridge	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Don Mills	Open	Open	Open	Open	Dark							
Viking (5353 Dundas)	Hybrid	Hybrid	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Hespler (In Cambridge)												Open
Toronto (In Islington)												
Dundas (In Islington)												
Mississauga												

Open	Primarily Just Energy products sold
Hybrid	Shared office space between Just Energy and other enities
Dark	Office Unoccupied during period
	Not Existent during time period

Year/Month	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
Yorkland	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hamilton												
Ottawa	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Kitchener	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Islington	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Etobicoke												
Fairview	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Oshawa	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Cambridge	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Don Mills												
Viking (5353 Dundas)	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hespler (In Cambridge)	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Toronto (In Islington)												
Dundas (In Islington)												
Mississauga												

Open	Primarily Just Energy products sold
Hybrid	Shared office space between Just Energy and other enities
Dark	Office Unoccupied during period
	Not Existent during time period

Year/Month	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
Yorkland	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hamilton												
Ottawa	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Kitchener	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Islington	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Etobicoke												
Fairview	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Oshawa	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Cambridge	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Don Mills												
Viking (5353 Dundas)	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hespler (In Cambridge)	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Toronto (In Islington)												
Dundas (In Islington)												
Mississauga												

Open	Primarily Just Energy products sold
Hybrid	Shared office space between Just Energy and other enities
Dark	Office Unoccupied during period
	Not Existent during time period

Year/Month	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
Yorkland	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hamilton												
Ottawa	Hybrid	Open	Open	Open	Hybrid	Open	Hybrid	Dark	Dark	Dark	Dark	Dark
Kitchener	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Islington	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Etobicoke												
Fairview	Open	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Oshawa	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Cambridge	Open	Open	Open	Open	Open	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Don Mills												
Viking (5353 Dundas)	Hybrid	Hybrid	Hybrid	Hybrid	Open	Hybrid	Open	Open	Open	Open	Open	Open
Hespler (In Cambridge)	Open	Open										
Toronto (In Islington)		Open	Open	Open	Hybrid	Open	Open	Open	Open	Open	Open	Open
Dundas (In Islington)			Open	Open	Open	Open	Dark					
Mississauga								Open	Open	Open	Open	Open

Open	Primarily Just Energy products sold
Hybrid	Shared office space between Just Energy and other enities
Dark	Office Unoccupied during period
	Not Existent during time period

Year/Month	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Yorkland	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Hamilton												
Ottawa	Dark	Dark	Dark	Dark	Dark	Dark	Dark	Open	Open	Open	Open	Open
Kitchener	Hybrid	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open	Open
Islington	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Etobicoke												
Fairview	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Oshawa	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Cambridge	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Don Mills												
Viking (5353 Dundas)	Open	Open	Open	Open	Open	Open	Open	Open	Open	Dark	Dark	Dark
Hespler (In Cambridge)												
Toronto (In Islington)	Open	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid	Hybrid
Dundas (In Islington)												
Mississauga	Open	Open	Open									

Open	Primarily Just Energy products sold
Hybrid	Shared office space between Just Energy and other enities
Dark	Office Unoccupied during period
	Not Existent during time period

Yorkland

Just Energy Yorkland
245 Fairview Drive, Suite 110
Toronto, Ontario, M2J 4T1
Phone 416.493.4128
Start Jan-12
End Dec-16
Comment Yorkland continued to sign deals through the report period

Hamilton

Just Energy Hamilton
21 Hunter Street East, suite 104
Hamilton, Ontario, L8N 1M2
Phone 905.525.5948
Opened Jan-12
Closed Mar-12
End Dec-16
Comment Hamilton signed deals Jnuary, February and March in 2012

Ottawa

Just Energy Ottawa
130 Slater St., Suite 1100
Ottawa, Ontario, K1P 6E2
Phone 613.288.2481
Start Jan-12
Closed Jul-15
Reopen Aug-16
End Dec-16
Comment No Deals were signed from January 2015 through September 2016

Kitchener

Just Energy Kitchener
22 Frederick St.
Penthouse Suite 11th Floor
Kitchener Ontario, N2H 6M6
Phone 519.744.2735
Start Jan-12
End Dec-16
Comment Kitchener continued to sign deals through the report period

Islington

Just Energy Islington
1243 Islington Ave. Suite #1201
Etobicoke, Ontario, M8X 1Y9
Phone 416.236.0678
Start Jan-12
End Dec-16
Comment Islington office signed few deals from July 2015 to the end of the report period, some months totalled 0 deals

Etobicoke

Hudson Energy Etobicoke
16 Four Seasons Pl., suite 211
Toronto, Ontario, M9B 6E5
Phone 416.780.1064 ext. 227
Start Jan-12
Closed Jul-16
End Dec-16
Comment Etobicoke primarily focused on Hudson deals but sold Just Energy products occasionally

Fairview

Just Energy Fairview
245 Fairview Drive, Suite 203
Toronto, Ontario M2J 4T1
Phone 416.640.0970
Start Jan-12
End Dec-16
Comment Fairview continued to sign deals through the report period

Oshawa

Just Energy Oshawa
Suite 112-50 Richmond St. East
Oshawa, Ontario L1G 7C7
Phone 905.435.1052
Start Jan-12
End Dec-16
Comment Oshawa continued to sign deals through the report period

Cambridge

Just Energy Cambridge
260 Holiday Inn Drive, Suite 33
Cambridge, Ontario N3C 4E8
Phone 519.651.0000
Start Jan-12
End Dec-16
Comment Cambridge continued to sign deals through the report period

Don Mills

Just Energy Don Mills
245 Fairview Drive, Suite 202
Toronto, Ontario M2J 4T1
Phone 647.317.5361
Start Jan-12
Closed Apr-12
End Dec-16
Comment No deals were signed within the report period for Just Energy Don Mills

Viking

Just Energy Viking
5353 Dundas St. West Suite 501
Etobicoke, ON M9B 1B1
Phone 416.479.0173
Start Jan-12
Closed Sep-16
End Dec-16
Comment Viking signed deals from the beginning of the reporing period till September 2016

Hespler

Just Energy Hespler
260 Holiday Inn Drive, Suite 33
Cambridge, Ontario N3C 4E8
Phone 519.651.0000
Start Jan-12
Opened Oct-12
Closed Feb-15
End Dec-16
Comment Deals were signed in Hespler from October 2012 till February 2015

Toronto

Just Energy Toronto
1243 Islington Ave. Suite #1201
Etobicoke, Ontario, M8X 1Y9
Phone 416.236.0678
Start Jan-12
Opened Feb-15
End Dec-16
Comment Deals were signed from March 2015 till the end of the reporting period

Dundas

Just Energy Dundas
1243 Islington Ave. Suite #1201
Etobicoke, Ontario, M8X 1Y9
Phone 416.236.0678
Start Jan-12
Opened Mar-15
Closed Jun-15
End Dec-16
Comment Deals were only signed in March, April and May of 2015

Mississauga

Just Energy Mississauga
2 Robert Speck Parkway, Suite 710 /743
Mississauga, ON L4Z 1H8
Phone 519.635.2263
Start Jan-12
Opened Aug-15
Closed Mar-16
End Dec-16
Comment This office was in a temporary location

Tab B

HAIDAR OMARALI
Plaintiff

-and-

JUST ENERGY GROUP INC. et al.
Defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 24, 2018

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Paul J. Martin (LSO: 24140B)
Tel: 416 865 4439
Laura F. Cooper (LSO: 35426A)
Tel: 416 865 5471
Anastasia Reklitis (LSO: 67591L)
Tel: 416 865 5460

Fax: 416 364 7813

Lawyers for the defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

June 20, 2018

FASKEN MARTINEAU DuMOULIN LLP
Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Paul J. Martin (LSO: 24140B)
Tel: 416 865 4439
Laura F. Cooper (LSO: 35426A)
Tel: 416 865 5471
Anastasia Reklitis (LSO: 67591L)
Tel: 416 865 5460

Fax: 416 364 7813

Lawyers for the defendants

INDEX

INDEX OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

1.	**Answers to Undertakings and Under Advisements from the Examination for Discovery Held on January 25, 2018**
A.	Undertakings from Examination for Discovery of Ravi Maharaj
B.	Under Advisements from Examination for Discovery of Ravi Maharaj
2.	**Documents for Answers to Undertakings and Under Advisements from the Examination for Discovery Held on January 25, 2018**
A.	**Undertakings**
U/T #1	Just Energy Employment Agreement for Independent Contractor
U/T #3	Just Energy Employment Agreement for Energy Advisor, Team Lead, Territory Sales Manager, and Field Sales Manager

Tab 1

Tab A

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

UNDERTAKINGS, UNDER ADVISEMENTS AND REFUSALS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ ON BEHALF OF JUST ENERGY GROUP INC., HELD ON JANUARY 25, 2018

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
1.	1156-1158	280	To provide the final version of one of the template letters that were sent out to Just Energy independent contractors providing offers of employment, at the time of the Just Energy employee conversion.	Please see attached - Undertaking Tab 1.
2.	1160	281	To advise if all of the independent contractors for Just Energy existing at the time of the employee conversion then became employees for Just Energy.	Only independent contractors that were providing contracted marketing services to new business residential sales were extended employment opportunities, and only those that chose to convert became employees.
3.	1162-1169	281-283	To provide copies of the final versions of the Just Energy job offer letters for the positions of energy advisor, team leader, territory sales manager, and field sales manager.	Please see attached - Undertaking Tab 2.
4.	1189	287	To advise which Just Energy offices were converted to the employee structure and which offices were not at the time	Converted due to selling new business residential:

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
No.	**Question No.**	**Page No.**	**Specific Undertaking**	**Undertaking Answer**
			of the employee conversion For the offices that were not converted to the employee structure, to advise why they were not.	Kitchener Fairview Oshawa Ottawa Not Converted due to selling renewals and commercial: Cambridge Etobicoke Islington Toronto Yorkland
5.	1222-1223	294-295		
6.	1225-1226	295	To advise how many active Just Energy independent contractors there were at the time of the employee conversion.	There were 59 active Just Energy independent contractors at the time of the employee conversion.
7.	1227	295		
8.	1228	295	To advise how many of the job offers made to Just Energy active independent contractors were accepted.	It would appear that 41 Ontario independent contractors accepted the offer to convert to employee status, however there is no indication of how many did not accept.
9.	1229	295-296	To advise how many termination letters would have been sent out to Just Energy independent contractors who were not offered employee job offers.	Termination of Independent Contractor Agreements were not sent out to independent contractors.
10.	1266	303	If Just Energy does not have the date of the first contract that each independent contractor would have obtained, to advise counsel.	Just Energy has the date of the first contract that each independent contractor would have obtained.
11.	1267	303-304	If Just Energy does not have the date of each contract that each independent contractor would have obtained, to advise counsel.	As above.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
12.	1268	304	If Just Energy does not have the date that the independent contractor became inactive, to advise counsel.	Just Energy has the date that the independent contractor became inactive.
13.	1269	304	If Just Energy does not have the date that an independent contractor would have been otherwise terminated, to advise counsel.	Just Energy has the date that an Independent Contractor Agreement was terminated.
14.	1271	304-305	If it was not the date of the signing of the independent contractor agreement that was the trigger for including the independent contractor in the notice of certification, to advise counsel.	It was the date of signing the independent contractor agreement and whether that independent contractor was providing services on January 1, 2012 but signed an independent contractor agreement before that date.
15.	1319-1324	318-319	Regarding document number JE00005684, to view the video referenced in Ravi Maharaj's ("**Mr. Maharaj**") email of May 14, 2015 and confirm whether it is a video that Mr. Maharaj would have posted as the link referenced is unrelated to the litigation.	The link referenced in the email of May 14, 2015, is a YouTube video titled "Against All Odds: Gilbert Arenas a Story to Remember". It is a document about a basketball player. The incorrect link was put in the email.
16.	1339-1342	322	To advise if assistant regional distributors have access to the Just Energy extranet.	Yes, limited access.
17.	1343	323		
18.	1345	323		
19.	1347	323		
20.	1350-1357	324-325	Regarding document number JE00001700, to confirm with Jennifer Johnston ("**Ms. Johnston**"), Just Energy's lead for permits, what the new permit database was as a replacement to the old permit trackers.	The new permit databased provided a centralized depository of information that could be easily accessed via the extranet (April 6th, 2015). The old permit trackers were excel spreadsheet housed on the "issue tracker" on the extranet and would be updated by the Regulatory Department when inquiries were made.
21.	1381-1384	330-331	To advise the dates that Just Energy introduced both the permit template and the four week sales forecast template.	May 4th, 2015.
22.	1411	337	To advise what Just Energy department Ms. Johnston works in.	Sales operations department.
23.	1463	349	To the extent that it means anything, to advise what the acronym for FPRC stands for.	Fixed price reservation code.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
24.	1502	357	To advise when the JECP started to be sold door-to-door.	March 15, 2013
25.	1503-1504	358	To advise when the JECP stopped being sold door-to-door.	April 2016
26.	1522	361	To advise, post the end of the JECP sales period, what products were being sold residentially door-to-door.	PAB – Predict-A-Bill PPP – Price Protection Program TOU – Time of Use
27.	1574	373	To advise when Just Energy rolled out their online portal that was available for customer access.	March 2011
28.	1580-1581	374	If the assumption that an independent contractor cannot amend the content for enrollment on the Just Energy portal is incorrect, to advise counsel.	Independent contractors could not amend the content for enrollment as the independent contractor could not be present for the portal portion of the sale.
29.	1589-1590	376	[illegible]	[illegible]
30.	1591	376	[illegible]	[illegible]
31.	1592-1593	376-377	[illegible]	[illegible]
32.	1596	377-378	[illegible]	[illegible]
33.	1597	378	[illegible]	[illegible]

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
34.	1612	380-381		
35.	1615	381		
36.	1617	381-382		
37.	1642	388		
38.	1652	391		
39.	1675	399	To advise how the Just Energy department or individual creates the do-not solicit list, specifically, what information is used to generate it.	Customer information would be entered based on the information provided from the customer; i.e. address, city, province This information is entered into a database and is accessed through the Extranet. Individuals utilizing the information could filter it via various address inputs.
40.	1681	400	To advise how long the do-not solicit list was hosted on Just Energy's extranet.	Since 2012.
41.	1711	405	To advise if Just Energy had an iPad leasing program and if so, what the terms of the leasing program are.	There was no formal leasing program in place. Independent contractors had the ability to bring their own tablet to market and host the Just Energy App, purchase a tablet from JE for $600, or they could choose to authorize JE to deduct $20 per month from future commission payments, until the iPad was paid off.
42.	1739-1742	411	If the assumption that Just Energy paid for the development of the Just Energy app is incorrect, to advise counsel.	Just Energy paid for the development of the App.
43.	1776-1777	418	To confirm if Just Energy crew coordinators have access to the JEM management site.	Yes they do.
44.	1778	418	To confirm if Just Energy assistant crew coordinators have access to the JEM management site.	Yes they do.
45.	1779	418	To confirm if Just Energy independent contractors have access to the JEM management site.	Yes they do.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
No.	**Question No.**	**Page No.**	**Specific Undertaking**	**Undertaking Answer**
46.	1781	419	Regarding the JEM management site, to inquire what the lag in time is between the information being input on the JEM app at a residential door to the information being updated on the JEM management site.	Close to real time based on internet connectivity.
47.	1787	420	To advise when the JEM management site became active.	June 2015
48.	1793-1795	422	To advise how the information of where a contractor is located is linked to the program IC Trax.	Every disposition is geocoded and mapped
49.	1796	422	If it is not covered in the request regarding when the JEM portal became active, to advise when IC Trax as a report within the JEM portal was enabled.	June 2015
50.	1800-1801	424	To confirm if IC Trax allows you to tell whether the disposition is correctly linked to the geographical location of the agent.	Yes – if there is internet, and the disposition, and location services enabled
51.	2020-2022	472-473	To confirm if the Just Energy advisor app is a customer based app.	It is not.

Tab B

UNDER ADVISEMENTS				
Under advisements given on the examination of Ravi Maharaj, held on January 25, 2018.				
No.	**Question No.**	**Page No.**	**Specific Under Advisements**	**Undertaking Answer**
1.	1316-1318	317-318	T[illegible]	
2.	1613	381		

Tab 2

Tab A

U/T #1

just energy

EMPLOYMENT AGREEMENT

Congratulations on being selected to join the Just Energy team. We are certain that your hard work and dedication to succeed will make this a very rewarding opportunity.

This letter ("Offer Letter") serves to confirm an offer of employment with Just Energy Corp. ("Employer") as an **Energy Advisor** ("Employee") on the terms outlined below.

Your employment will commence on November 28, 2016 ("Effective Date"). You will be working under the direction of a Team Lead and will be working in the Ontario region. The Employer may, in its sole discretion, change your reporting relationship(s) and/or duties and responsibilities without notice and such change(s) shall not constitute a fundamental change to your employment agreement.

This is an hourly position. The Employer will pay you an hourly rate of $11.50 per hour worked, less applicable deductions, in accordance with the Employer's usual payroll practices. In addition, you will be eligible to receive additional compensation in accordance with the enclosed Commission Plan.

Your schedule will be communicated to you each week and may vary from week to week due to business demands. It may include weekend, holiday, and overtime work. You will be paid overtime in accordance with the Ontario *Employment Standards Act, 2000*. All overtime hours must be approved by your manager in advance.

This offer of employment is subject to satisfactory completion of the following:

1. Your written consent to a criminal background check and the satisfactory completion of the background check;

2. Your review and signature to the attached Non-Solicitation, Non-Compete and Confidentiality Agreement; and

3. Your signature and initials on this Offer Letter, indicating your acceptance of the terms.

The first three months of your employment will be considered to be a probationary period to determine the fit between you and the Employer. During the probationary period, you or the Employer may terminate your employment at any time without notice or pay in lieu of notice.

Your employment may be terminated by the Employer for just cause at any time without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate your employment at any time without cause by providing you with the minimum notice of termination or pay in lieu of notice (or a combination of notice and pay in lieu), and severance pay, if applicable, required by the Ontario *Employment Standards Act, 2000*. Your participation in the Employer's benefit plan will continue for the minimum statutory notice period required by the Ontario *Employment Standards Act, 2000* but no longer. You acknowledge and agree that this shall constitute your entire entitlement to notice of termination or pay in lieu of notice and severance pay (if applicable) under any statute, common law, and/or contract. For clarity, you acknowledge that no further notice of termination or pay in lieu of notice will be required, and no further severance pay, if any, will be owing.

Initials of acceptance [redacted]

If you resign from your employment following the expiry of the probationary period, you agree to provide the Employer with at least two (2) weeks' prior written working notice. The Employer has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. Subject to applicable law, you would then be paid up to a maximum of two (2) weeks' notice, less required deductions, and the Employer will have no further obligation to you.

You are entitled to take two (2) weeks of paid vacation per year (prorated in your first year). Vacation times must be approved by the Employer in advance. All vacation entitlements must be taken no later than October of the year following the year in which vacation is earned and not thereafter. You will be entitled to vacation pay of 4 percent of your gross wages. This will be paid to you in each pay period in which it is earned.

After ninety (90) days of active continued employment, you are eligible to participate in employee wellness benefits programs offered by the Employer to employees in similarly situated positions. If you choose to participate in the wellness benefits programs, your premium contributions will be deducted from your pay beginning the first of the month after 90 days of active continued employment. You understand that all benefits programs may change or be discontinued at the sole discretion of the Employer without any obligation to replace such modified, suspended or discontinued benefit. A summary of the available benefits and the associated premium costs will be made available to you. Any claim or dispute relating to a decision made by the group benefits insurer will be with and directed to the insurer only, will be determined under the terms of the applicable plan or policy, and will not form the basis for any dispute or liability as between the Employee and the Employer.

You agree to comply with all policies, rules and procedures established from time to time by the Employer. You acknowledge and agree that you have received a copy of the Code of Conduct and agree to comply with its contents as well as with the Ontario Energy Board's "Code of Conduct for Gas Marketers" and the Ontario Energy Board's "Electricity Retailers Code of Conduct". If you have any questions about your obligations as an employee you agree to ask for clarification prior to signing this Offer Letter.

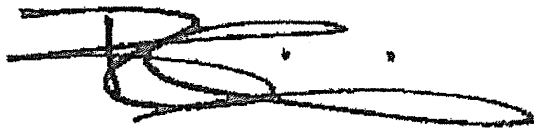
The terms in this Offer Letter supersede any other agreements or promises made to you by anyone on behalf of the Employer, whether oral or written. By accepting this offer of employment, you represent that your employment with the Employer will not violate any agreements, obligations or understandings that you may have with any third party or prior employer.

This Offer Letter may not be modified or amended except by a written agreement signed by the Employer and you. In the event that any part of this letter agreement is found by a court of competent jurisdiction to be unenforceable, such finding will not affect the validity of the other provisions of this letter agreement. For greater certainty, should any provision of this agreement provide entitlements to you that are less than your minimum entitlements under the *Employment Standards Act, 2000*, the minimum entitlements under the *Employment Standards Act, 2000* shall prevail. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

We are excited at the prospect of having you join Just Energy Corp. and look forward to your acceptance of this employment offer and to our mutual success. In order to confirm your acceptance of this employment offer and the terms and conditions set forth herein, please sign and initial where indicated on all pages, including the Commission Plan and the Non-Solicitation, Non-Compete and Confidentiality Agreement, then return all pages to the Employer. If this Offer Letter is not returned to the Employer within seven (7) days of the date of this letter, the employment offer is withdrawn.

Initials of acceptance [redacted]

Yours Truly,



Richard Teixeira
Vice President, Consumer Sales

Employee's Agreement:

I have read, understood and agree with the foregoing. I have had reasonable opportunity to consider this letter and the matters set out therein and to obtain whatever advice I think necessary. I hereby accept this Agreement on the terms and conditions set out in this letter.

Signed: [redacted] *Dated:* Nov. 21, 2016

Full N[redacted]e

Print name: [redacted]

Initials of acceptance [redacted]

just energy

Confidentiality, Non-Compete and Non-Solicitation Agreement

This Confidentiality, Non-Compete and Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date indicated below, between Just Energy Corp., an Ontario corporation (the "Company"), and the Employee, whose name is indicated below. At times, the Company and Employee may be referred to individually as a "Party" or collectively as the "Parties."

The Company employs Employee in a sales position, and wishes to protect its confidential information and other legitimate business interests.

In consideration of the mutual promises and covenants made in this Agreement, the Parties agree as follows:

I. Restrictive Covenants

(a) Confidentiality. During Employee's employment, the Company shall provide Employee with Confidential Information. At all times during the course of employment and following the termination of employment for any reason, Employee agrees that he or she shall keep secret and retain in strictest confidence, and shall not furnish, make available or disclose to any third party or use for the benefit of himself or herself or any third party, any Confidential Information except as required by law. Prior to disclosure when compelled by applicable law, I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable).

i. For purposes of this Agreement, "Confidential Information" means any data or information, whether or not in writing, that is valuable to the Company or its affiliates, and is not generally known by the public. Confidential Information includes, but is not limited to: (i) information about the business practices and customers of the Company and its affiliates (including, but not limited to, mailing lists, customer lists and records), business strategies, marketing plans, the type and volume of the business of the Company and its affiliates, personnel information, price lists, pricing policies, pricing information, and (ii) confidential information related to the Company's and its affiliates' business and operations, such information having been disclosed or otherwise made available to the Employee during his or her employment.

ii. Nothing contained herein precludes any individual from communicating with any government agency, including the Securities and Exchange Commission.

(b) Covenant not to Compete. Ancillary to the promises set forth in this Agreement, Employee agrees that, during his or her employment and for a period of six (6) months after Employee ceases to be employed by the Company for any reason, he or she shall not directly or indirectly, either individually, in partnership, jointly, or in conjunction with, or on behalf of any person or entity act as a principal, investor or shareholder (other than as a holder of shares of a company listed on a recognized stock exchange where such holding does not exceed five percent [5%] of the company's outstanding shares), serve as a director, officer or agent, work as an employee, or provide consulting services in any business entity or venture whose business competes with the "business of the Company or any affiliate." For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(c) Covenant not to Hire or Solicit Company Employees to Leave Employment or Interfere with Contractual Relationships. Ancillary to the promises set forth in this Agreement, Employee

Initials of acceptance [redacted]

agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly hire, solicit, induce or cause any of the Company's or an affiliate's independent contractors, brokers or employees to leave the Company's or an affiliate's employ or terminate their contract with the Company or an affiliate for any reason, including, without limitation, to work for Employee or any other company which is competitive with the Company's or an affiliate's business, or otherwise be directly or indirectly involved in hiring a person away from the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was an independent contractor, broker, or employee of the Company.

(d) Covenant not to Solicit Company Customers and Suppliers. Ancillary to the promises set forth in this Agreement, Employee agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly solicit any of the Company's customers or suppliers with whom Employee had solicited or engaged in the twelve-month period prior to the Employee's separation from the Company for any purpose that would compete, directly or indirectly with the business of the Company or any affiliate, or would cause said customer, client or supplier to cease doing business with the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was a customer or supplier of the Company. For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(e) Severability of Covenants. If any provision of the covenants contained in this Section is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision. Notwithstanding anything to the contrary herein, if any covenant set forth in this Section is found to be invalid or incapable of being enforced for the reason that the duration or scope thereof is unreasonable, then the Parties hereto agree that any court so declaring the covenant unreasonable shall rewrite the same so as to change the duration or scope to the maximum time or scope that said court may deem to be reasonable under the circumstances.

(f) Employee Acknowledgement. Employee agrees that these covenants of Confidentiality, Non-Competition and Non-Solicitation are reasonable and valid to protect the Company's goodwill and Confidential Information and do not go beyond what is necessary to protect the interests of the Company and its affiliates and all defenses to the strict enforcement thereof are waived by Employee. Employee also agrees that the breach of these covenants will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by Employee, the Company shall have the right, without notice and without limiting its right to pursue any other legal remedies, to injunctive relief to prevent an actual or threatened breach of these provisions.

(g) Assignment. This Agreement will be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. The Company shall not assign its rights or

Initials of acceptance [redacted]

obligations under this Agreement without the Employee's consent, such consent not to be unreasonably withheld.

(h) Choice of Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought in an Ontario court of competent jurisdiction.

(i) Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

(j) Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

(k) Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

Agreed to as of the Effective Date

Company:

Richard Teixeira
Vice President, Consumer Sales

Employee:

[redacted]

Initials of acceptance [redacted]

just energy

Signature [redacted]

Printe[redacted]ame [redacted]

Nov. 21, 2016
Date

Initials of acceptance [redacted]

Commission Plan
Ontario
Energy Advisor
Effective Date: November 28th, 2016

An Energy Advisor is eligible for Commission payments based on certain Customer Contracts that he or she sells and submits. This represents the terms and conditions of the current Commission Plan in effect for the Energy Advisors for the Ontario Sales Offices.

I. **Definitions.**

a. **"Affiliate"** means with respect to Employer any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Employer. As used in the preceding sentence, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
b. **"Commission"** refers to the payments identified in Section II.
c. **"Consumer"** means a potential residential customer for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.
d. **"Customer"** means a residential customer who signs and enters a contract with the Employer or an Affiliate for JECB - Manage or Reduce Plan.
e. **"Customer Contract"** means an agreement between a Consumer and Employer or an Affiliate for the supply of carbon offset credits, renewable certificates, energy management demand response and demand side management and conservations solutions or any other non-commodity product offered by the Employer or an Affiliate.
f. **"Effective Contract"** has the meaning indicated in Section II.
g. **"Employee"** means an Energy Advisor.
h. **"Employer"** means Just Energy Corp.
i. **"Energy Advisor"** means a door-to-door or face-to-face sales employee from the Office.
j. **"Office"** means the sales office identified below at the signature line.
k. **"Termination Date"** means the date of resignation specified in any accepted notice of resignation tendered by Employee, or, in the case of a termination, the last day of any statutory notice of termination period.
l. **"Workweek"** means Monday through Sunday.

II. **Commissions.**

a. Employee is eligible for a Commission on the Customer Contracts that the he or she sells and submits to the Employer or an Affiliate that become Effective Contracts during a Workweek. A Commission is not earned until the Customer Contract becomes an Effective Contract. A Customer Contract becomes an "Effective Contract" when the Customer Contract:
    i. Is fully completed and signed by the Customer, via a tablet or paper contract;
    ii. For which the Customer completes a successful verification call(s) as required;
    iii. Is received and accepted by the Employer;
    iv. For which the Customer passes credit or payment requirements (*Pre-authorized credit card or Pre-authorized Debit*) set by the Employer, if applicable;

v. For which the Customer is not already an active Customer of the Employer or Affiliate; and
vi. Is in accepted status, and has not been cancelled or rejected by the Customer.

b. Commission Amounts. The Commission amounts are determined based on the number of Customer Contracts sold and submitted during a Workweek which become Effective Contracts.

Energy Advisor	JECB - Manage Product	per Effective Contract	$25.00
Energy Advisor	JECB - Reduce Product	per Effective Contract	$15.00

III. **Effect of End of Employment**

Subject to applicable law, Employee will be paid all Commission earned by the Employee in accordance with Section II up to and including the Termination Date.

Agreed to:

Just Energy Corp.

Richard Teixeira
Vice President, Consumer Sales

1156

Employee Acknowledgement and Agreement:

I have read, understood and agree with the foregoing. I accept this Commission Plan on the terms and conditions set of effective as of the date indicated.

Employee

[redacted]

Signature [redacted]

[redacted]

Printed Name [redacted]

Sales Office Location: Kitchener

U/T #3

just energy

EMPLOYMENT AGREEMENT

Congratulations on being selected to join the Just Energy team. We are certain that your hard work and dedication to succeed will make this a very rewarding opportunity.

This letter ("Offer Letter") serves to confirm an offer of employment with Just Energy Corp. ("Employer") as an **Energy Advisor** ("Employee") on the terms outlined below.

Your employment will commence on November 28, 2016 ("Effective Date"). You will be working under the direction of a Team Lead and will be working in the Ontario region. The Employer may, in its sole discretion, change your reporting relationship(s) and/or duties and responsibilities without notice and such change(s) shall not constitute a fundamental change to your employment agreement.

This is an hourly position. The Employer will pay you an hourly rate of $11.50 per hour worked, less applicable deductions, in accordance with the Employer's usual payroll practices. In addition, you will be eligible to receive additional compensation in accordance with the enclosed Commission Plan.

Your schedule will be communicated to you each week and may vary from week to week due to business demands. It may include weekend, holiday, and overtime work. You will be paid overtime in accordance with the Ontario *Employment Standards Act, 2000*. All overtime hours must be approved by your manager in advance.

This offer of employment is subject to satisfactory completion of the following:

1. Your written consent to a criminal background check and the satisfactory completion of the background check;

2. Your review and signature to the attached Non-Solicitation, Non-Compete and Confidentiality Agreement; and

3. Your signature and initials on this Offer Letter, indicating your acceptance of the terms.

The first three months of your employment will be considered to be a probationary period to determine the fit between you and the Employer. During the probationary period, you or the Employer may terminate your employment at any time without notice or pay in lieu of notice.

Your employment may be terminated by the Employer for just cause at any time without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate your employment at any time without cause by providing you with the minimum notice of termination or pay in lieu of notice (or a combination of notice and pay in lieu), and severance pay, if applicable, required by the Ontario *Employment Standards Act, 2000*. Your participation in the Employer's benefit plan will continue for the minimum statutory notice period required by the Ontario *Employment Standards Act, 2000* but no longer. You acknowledge and agree that this shall constitute your entire entitlement to notice of termination or pay in lieu of notice and severance pay (if applicable) under any statute, common law, and/or contract. For clarity, you acknowledge that no further notice of termination or pay in lieu of notice will be required, and no further severance pay, if any, will be owing.

Initials of acceptance [redacted]

If you resign from your employment following the expiry of the probationary period, you agree to provide the Employer with at least two (2) weeks' prior written working notice. The Employer has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. Subject to applicable law, you would then be paid up to a maximum of two (2) weeks' notice, less required deductions, and the Employer will have no further obligation to you.

You are entitled to take two (2) weeks of paid vacation per year (prorated in your first year). Vacation times must be approved by the Employer in advance. All vacation entitlements must be taken no later than October of the year following the year in which vacation is earned and not thereafter. You will be entitled to vacation pay of 4 percent of your gross wages. This will be paid to you in each pay period in which it is earned.

After ninety (90) days of active continued employment, you are eligible to participate in employee wellness benefits programs offered by the Employer to employees in similarly situated positions. If you choose to participate in the wellness benefits programs, your premium contributions will be deducted from your pay beginning the first of the month after 90 days of active continued employment. You understand that all benefits programs may change or be discontinued at the sole discretion of the Employer without any obligation to replace such modified, suspended or discontinued benefit. A summary of the available benefits and the associated premium costs will be made available to you. Any claim or dispute relating to a decision made by the group benefits insurer will be with and directed to the insurer only, will be determined under the terms of the applicable plan or policy, and will not form the basis for any dispute or liability as between the Employee and the Employer.

You agree to comply with all policies, rules and procedures established from time to time by the Employer. You acknowledge and agree that you have received a copy of the Code of Conduct and agree to comply with its contents as well as with the Ontario Energy Board's "Code of Conduct for Gas Marketers" and the Ontario Energy Board's "Electricity Retailers Code of Conduct". If you have any questions about your obligations as an employee you agree to ask for clarification prior to signing this Offer Letter.

The terms in this Offer Letter supersede any other agreements or promises made to you by anyone on behalf of the Employer, whether oral or written. By accepting this offer of employment, you represent that your employment with the Employer will not violate any agreements, obligations or understandings that you may have with any third party or prior employer.

This Offer Letter may not be modified or amended except by a written agreement signed by the Employer and you. In the event that any part of this letter agreement is found by a court of competent jurisdiction to be unenforceable, such finding will not affect the validity of the other provisions of this letter agreement. For greater certainty, should any provision of this agreement provide entitlements to you that are less than your minimum entitlements under the *Employment Standards Act, 2000*, the minimum entitlements under the *Employment Standards Act, 2000* shall prevail. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

We are excited at the prospect of having you join Just Energy Corp. and look forward to your acceptance of this employment offer and to our mutual success. In order to confirm your acceptance of this employment offer and the terms and conditions set forth herein, please sign and initial where indicated on all pages, including the Commission Plan and the Non-Solicitation, Non-Compete and Confidentiality Agreement, then return all pages to the Employer. If this Offer Letter is not returned to the Employer within seven (7) days of the date of this letter, the employment offer is withdrawn.

Initials of acceptance [redacted]

Yours Truly,

Richard Teixeira
Vice President, Consumer Sales

Employee's Agreement:

I have read, understood and agree with the foregoing. I have had reasonable opportunity to consider this letter and the matters set out therein and to obtain whatever advice I think necessary. I hereby accept this Agreement on the terms and conditions set out in this letter.

Signed: [redacted] *Dated:* Nov. 21, 2016

Full N[redacted]e

Print name: [redacted]

Initials of acceptance [redacted]

just energy

Confidentiality, Non-Compete and Non-Solicitation Agreement

This Confidentiality, Non-Compete and Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date indicated below, between Just Energy Corp., an Ontario corporation (the "Company"), and the Employee, whose name is indicated below. At times, the Company and Employee may be referred to individually as a "Party" or collectively as the "Parties."

The Company employs Employee in a sales position, and wishes to protect its confidential information and other legitimate business interests.

In consideration of the mutual promises and covenants made in this Agreement, the Parties agree as follows:

I. Restrictive Covenants

(a) Confidentiality. During Employee's employment, the Company shall provide Employee with Confidential Information. At all times during the course of employment and following the termination of employment for any reason, Employee agrees that he or she shall keep secret and retain in strictest confidence, and shall not furnish, make available or disclose to any third party or use for the benefit of himself or herself or any third party, any Confidential Information except as required by law. Prior to disclosure when compelled by applicable law, I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable).

i. For purposes of this Agreement, "Confidential Information" means any data or information, whether or not in writing, that is valuable to the Company or its affiliates, and is not generally known by the public. Confidential Information includes, but is not limited to: (i) information about the business practices and customers of the Company and its affiliates (including, but not limited to, mailing lists, customer lists and records), business strategies, marketing plans, the type and volume of the business of the Company and its affiliates, personnel information, price lists, pricing policies, pricing information, and (ii) confidential information related to the Company's and its affiliates' business and operations, such information having been disclosed or otherwise made available to the Employee during his or her employment.

ii. Nothing contained herein precludes any individual from communicating with any government agency, including the Securities and Exchange Commission.

(b) Covenant not to Compete. Ancillary to the promises set forth in this Agreement, Employee agrees that, during his or her employment and for a period of six (6) months after Employee ceases to be employed by the Company for any reason, he or she shall not directly or indirectly, either individually, in partnership, jointly, or in conjunction with, or on behalf of any person or entity act as a principal, investor or shareholder (other than as a holder of shares of a company listed on a recognized stock exchange where such holding does not exceed five percent [5%] of the company's outstanding shares), serve as a director, officer or agent, work as an employee, or provide consulting services in any business entity or venture whose business competes with the "business of the Company or any affiliate." For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(c) Covenant not to Hire or Solicit Company Employees to Leave Employment or Interfere with Contractual Relationships. Ancillary to the promises set forth in this Agreement, Employee

Initials of acceptance [redacted]

agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly hire, solicit, induce or cause any of the Company's or an affiliate's independent contractors, brokers or employees to leave the Company's or an affiliate's employ or terminate their contract with the Company or an affiliate for any reason, including, without limitation, to work for Employee or any other company which is competitive with the Company's or an affiliate's business, or otherwise be directly or indirectly involved in hiring a person away from the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was an independent contractor, broker, or employee of the Company.

(d) Covenant not to Solicit Company Customers and Suppliers. Ancillary to the promises set forth in this Agreement, Employee agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly solicit any of the Company's customers or suppliers with whom Employee had solicited or engaged in the twelve-month period prior to the Employee's separation from the Company for any purpose that would compete, directly or indirectly with the business of the Company or any affiliate, or would cause said customer, client or supplier to cease doing business with the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was a customer or supplier of the Company. For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(e) Severability of Covenants. If any provision of the covenants contained in this Section is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision. Notwithstanding anything to the contrary herein, if any covenant set forth in this Section is found to be invalid or incapable of being enforced for the reason that the duration or scope thereof is unreasonable, then the Parties hereto agree that any court so declaring the covenant unreasonable shall rewrite the same so as to change the duration or scope to the maximum time or scope that said court may deem to be reasonable under the circumstances.

(f) Employee Acknowledgement. Employee agrees that these covenants of Confidentiality, Non-Competition and Non-Solicitation are reasonable and valid to protect the Company's goodwill and Confidential Information and do not go beyond what is necessary to protect the interests of the Company and its affiliates and all defenses to the strict enforcement thereof are waived by Employee. Employee also agrees that the breach of these covenants will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by Employee, the Company shall have the right, without notice and without limiting its right to pursue any other legal remedies, to injunctive relief to prevent an actual or threatened breach of these provisions.

(g) Assignment. This Agreement will be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. The Company shall not assign its rights or

Initials of acceptance [redacted]

obligations under this Agreement without the Employee's consent, such consent not to be unreasonably withheld.

(h) Choice of Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought in an Ontario court of competent jurisdiction.

(i) Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

(j) Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

(k) Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

Agreed to as of the Effective Date

Company:

Richard Teixeira
Vice President, Consumer Sales

Employee:

[redacted]

Initials of acceptance [redacted]

Signature [redacted]

Printe[redacted]ame [redacted]

Nov. 21, 2016
Date

Initials of acceptance [redacted]

Commission Plan
Ontario
Energy Advisor
Effective Date: November 28th, 2016

An Energy Advisor is eligible for Commission payments based on certain Customer Contracts that he or she sells and submits. This represents the terms and conditions of the current Commission Plan in effect for the Energy Advisors for the Ontario Sales Offices.

I. **Definitions.**

a. **"Affiliate"** means with respect to Employer any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Employer. As used in the preceding sentence, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
b. **"Commission"** refers to the payments identified in Section II.
c. **"Consumer"** means a potential residential customer for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.
d. **"Customer"** means a residential customer who signs and enters a contract with the Employer or an Affiliate for JECB - Manage or Reduce Plan.
e. **"Customer Contract"** means an agreement between a Consumer and Employer or an Affiliate for the supply of carbon offset credits, renewable certificates, energy management demand response and demand side management and conservations solutions or any other non-commodity product offered by the Employer or an Affiliate.
f. **"Effective Contract"** has the meaning indicated in Section II.
g. **"Employee"** means an Energy Advisor.
h. **"Employer"** means Just Energy Corp.
i. **"Energy Advisor"** means a door-to-door or face-to-face sales employee from the Office.
j. **"Office"** means the sales office identified below at the signature line.
k. **"Termination Date"** means the date of resignation specified in any accepted notice of resignation tendered by Employee, or, in the case of a termination, the last day of any statutory notice of termination period.
l. **"Workweek"** means Monday through Sunday.

II. **Commissions.**

a. Employee is eligible for a Commission on the Customer Contracts that the he or she sells and submits to the Employer or an Affiliate that become Effective Contracts during a Workweek. A Commission is not earned until the Customer Contract becomes an Effective Contract. A Customer Contract becomes an "Effective Contract" when the Customer Contract:
    i. Is fully completed and signed by the Customer, via a tablet or paper contract;
    ii. For which the Customer completes a successful verification call(s) as required;
    iii. Is received and accepted by the Employer;
    iv. For which the Customer passes credit or payment requirements (*Pre-authorized credit card or Pre-authorized Debit*) set by the Employer, if applicable;

v. For which the Customer is not already an active Customer of the Employer or Affiliate; and
vi. Is in accepted status, and has not been cancelled or rejected by the Customer.

b. Commission Amounts. The Commission amounts are determined based on the number of Customer Contracts sold and submitted during a Workweek which become Effective Contracts.

Energy Advisor	JECB - Manage Product	per Effective Contract	$25.00
Energy Advisor	JECB - Reduce Product	per Effective Contract	$15.00

III. **Effect of End of Employment**

Subject to applicable law, Employee will be paid all Commission earned by the Employee in accordance with Section II up to and including the Termination Date.

Agreed to:

Just Energy Corp.

Richard Teixeira
Vice President, Consumer Sales

Employee Acknowledgement and Agreement:

I have read, understood and agree with the foregoing. I accept this Commission Plan on the terms and conditions set of effective as of the date indicated.

Employee

[redacted]

Signature [redacted]

[redacted]

Printed Name [redacted]

Sales Office Location: Kitchener

Just energy

EMPLOYMENT AGREEMENT

November 21, 2016

[redacted]

Dear [redacted]:

Congratulations on being selected to join the Just Energy team. We are certain that your hard work and dedication to succeed will make this a very rewarding opportunity.

This letter ("Offer Letter") serves to confirm an offer of employment with Just Energy Corp. ("Employer") as a **Team Lead** ("Employee") on the terms outlined below.

Your employment will commence on November 28, 2016 ("Effective date"). You will be working under the direction of a Territory Sales Manager and will be working in the Ontario region. The Employer may, in its sole discretion, change your reporting relationship(s) and/or duties and responsibilities without notice and such change(s) shall not constitute a fundamental change to your employment agreement.

This is an hourly position. The Employer will pay you an hourly rate of $12.00 per hour worked, less applicable deductions, in accordance with the Employer's usual payroll practices. In addition, you will be eligible to receive additional compensation in accordance with the enclosed Commission Plan.

* Your schedule will be communicated to you each week and may vary from week to week due to business demands. It may include weekend and holiday work. As a manager, you are not eligible for overtime in accordance with the *Ontario Employment Standards Act, 2000.*

This offer of employment is subject to satisfactory completion of the following:

1. Your written consent to a criminal background check and the satisfactory completion of the background check;

2. Your review and signature to the attached Non-Solicitation, Non-Compete and Confidentiality Agreement; and

3. Your signature and initials on this Offer Letter, indicating your acceptance of the terms.

The first three months of your employment will be considered to be a probationary period to determine the fit between you and the Employer. During the probationary period, you or the Employer may terminate your employment at any time without notice or pay in lieu of notice.

Your employment may be terminated by the Employer for just cause at any time without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate your employment at any time without cause by providing you with the minimum notice of termination or pay in lieu of notice (or a combination of notice and pay in lieu), and severance pay, if applicable, required by the Ontario *Employment Standards Act, 2000.* Your participation in the Employer's benefit plan will

Just energy

continue for the minimum statutory notice period required by the Ontario *Employment Standards Act, 2000* but no longer. You acknowledge and agree that this shall constitute your entire entitlement to notice of termination or pay in lieu of notice and severance pay (if applicable) under any statute, common law, and/or contract. For clarity, you acknowledge that no further notice of termination or pay in lieu of notice will be required, and no further severance pay, if any, will be owing.

If you resign from your employment following the expiry of the probationary period, you agree to provide the Employer with at least two (2) weeks' prior written working notice. The Employer has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. Subject to applicable law, you would then be paid up to a maximum of two (2) weeks' notice, less required deductions, and the Employer will have no further obligation to you.

You are entitled to take two (2) weeks of vacation per year (prorated in your first year). Vacation times must be approved by the Employer in advance. All vacation entitlements must be taken no later than October of the year following the year in which vacation is earned and not thereafter. You will be entitled to vacation pay of 4 percent of your gross wages. This will be paid to you in each pay period in which it is earned.

After ninety (90) days of active continued employment, you are eligible to participate in employee wellness benefits programs offered by the Employer to employees in similarly situated positions. If you choose to participate in the wellness benefits programs, your premium contributions will be deducted from your pay beginning the first of the month after 90 days of active continued employment. You understand that all benefits programs may change or be discontinued at the sole discretion of the Employer without any obligation to replace such modified, suspended or discontinued benefit. A summary of the available benefits and the associated premium costs will be made available to you. Any claim or dispute relating to a decision made by the group benefits insurer will be with and directed to the insurer only, will be determined under the terms of the applicable plan or policy, and will not form the basis for any dispute or liability as between the Employee and the Employer.

You agree to comply with all policies, rules and procedures established from time to time by the Employer. You acknowledge and agree that you have received a copy of the Code of Conduct and agree to comply with its contents as well as with the Ontario Energy Board's "Code of Conduct for Gas Marketers" and the Ontario Energy Board's "Electricity Retailers Code of Conduct". If you have any questions about your obligations as an employee you agree to ask for clarification prior to signing this Offer Letter.

The terms in this Offer Letter supersede any other agreements or promises made to you by anyone on behalf of the Employer, whether oral or written. By accepting this offer of employment, you represent that your employment with the Employer will not violate any agreements, obligations or understandings that you may have with any third party or prior employer.

This Offer Letter may not be modified or amended except by a written agreement signed by the Employer and you. In the event that any part of this letter agreement is found by a court of competent jurisdiction to be unenforceable, such finding will not affect the validity of the other provisions of this letter agreement. For greater certainty, should any provision of this agreement provide entitlements to you that are less than your minimum entitlements under the *Employment Standards Act, 2000*, the minimum entitlements under the *Employment Standards Act, 2000* shall prevail. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Initials of acceptance [redacted]

We are excited at the prospect of having you join Just Energy Corp. and look forward to your acceptance of this employment offer and to our mutual success. In order to confirm your acceptance of this employment offer and the terms and conditions set forth herein, please sign and initial where indicated on all pages, including the Commission Plan and the Non-Solicitation, Non-Compete and Confidentiality Agreement, then return all pages to the Employer. If this Offer Letter is not returned to the Employer within seven (7) days of the date of this letter, the employment offer is withdrawn.

Yours Truly,

Richard Teixeira
Vice President, Consumer Sales

Employee's Agreement:

I have read, understood and agree with the foregoing. I have had reasonable opportunity to consider this letter and the matters set out therein and to obtain whatever advice I think necessary. I hereby accept this Agreement on the terms and conditions set out in this letter.

Signed: [redacted] Dated: Dec. November 22, 2016
Full Name

Print name: [redacted]

Initials of acceptance [redacted]

Confidentiality, Non-Compete and Non-Solicitation Agreement

This Confidentiality, Non-Compete and Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date indicated below, between Just Energy Corp., an Ontario corporation (the "Company"), and the Employee, whose name is indicated below. At times, the Company and Employee may be referred to individually as a "Party" or collectively as the "Parties."

The Company employs Employee in a sales position, and wishes to protect its confidential information and other legitimate business interests.

In consideration of the mutual promises and covenants made in this Agreement, the Parties agree as follows:

I. Restrictive Covenants

(a) Confidentiality. During Employee's employment, the Company shall provide Employee with Confidential Information. At all times during the course of employment and following the termination of employment for any reason, Employee agrees that he or she shall keep secret and retain in strictest confidence, and shall not furnish, make available or disclose to any third party or use for the benefit of himself or herself or any third party, any Confidential Information except as required by law. Prior to disclosure when compelled by applicable law, I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable).

i. For purposes of this Agreement, "Confidential Information" means any data or information, whether or not in writing, that is valuable to the Company or its affiliates, and is not generally known by the public. Confidential Information includes, but is not limited to: (i) information about the business practices and customers of the Company and its affiliates (including, but not limited to, mailing lists, customer lists and records), business strategies, marketing plans, the type and volume of the business of the Company and its affiliates, personnel information, price lists, pricing policies, pricing information, and (ii) confidential information related to the Company's and its affiliates' business and operations, such information having been disclosed or otherwise made available to the Employee during his or her employment.

ii. Nothing contained herein precludes any individual from communicating with any government agency, including the Securities and Exchange Commission.

(b) Covenant not to Compete. Ancillary to the promises set forth in this Agreement, Employee agrees that, during his or her employment and for a period of six (6) months after Employee ceases to be employed by the Company for any reason, he or she shall not directly or indirectly, either individually, in partnership, jointly, or in conjunction with, or on behalf of any person or entity act as a principal, investor or shareholder (other than as a holder of shares of a company listed on a recognized stock exchange where such holding does not exceed five percent [5%] of the company's outstanding shares), serve as a director, officer or agent, work as an employee, or provide consulting services in any business entity or venture whose business competes with the "business of the Company or any affiliate." For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(c) Covenant not to Hire or Solicit Company Employees to Leave Employment or Interfere with Contractual Relationships. Ancillary to the promises set forth in this Agreement, Employee

Initials of acceptance [redacted]

agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly hire, solicit, induce or cause any of the Company's or an affiliate's independent contractors, brokers or employees to leave the Company's or an affiliate's employ or terminate their contract with the Company or an affiliate for any reason, including, without limitation, to work for Employee or any other company which is competitive with the Company's or an affiliate's business, or otherwise be directly or indirectly involved in hiring a person away from the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was an independent contractor, broker, or employee of the Company.

(d) Covenant not to Solicit Company Customers and Suppliers. Ancillary to the promises set forth in this Agreement, Employee agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly solicit any of the Company's customers or suppliers with whom Employee had solicited or engaged in the twelve-month period prior to the Employee's separation from the Company for any purpose that would compete, directly or indirectly with the business of the Company or any affiliate, or would cause said customer, client or supplier to cease doing business with the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was a customer or supplier of the Company. For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(e) Severability of Covenants. If any provision of the covenants contained in this Section is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision. Notwithstanding anything to the contrary herein, if any covenant set forth in this Section is found to be invalid or incapable of being enforced for the reason that the duration or scope thereof is unreasonable, then the Parties hereto agree that any court so declaring the covenant unreasonable shall rewrite the same so as to change the duration or scope to the maximum time or scope that said court may deem to be reasonable under the circumstances.

(f) Employee Acknowledgement. Employee agrees that these covenants of Confidentiality, Non-Competition and Non-Solicitation are reasonable and valid to protect the Company's goodwill and Confidential Information and do not go beyond what is necessary to protect the interests of the Company and its affiliates and all defenses to the strict enforcement thereof are waived by Employee. Employee also agrees that the breach of these covenants will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by Employee, the Company shall have the right, without notice and without limiting its right to pursue any other legal remedies, to injunctive relief to prevent an actual or threatened breach of these provisions.

(g) Assignment. This Agreement will be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. The Company shall not assign its rights or

Initials of acceptance [redacted]

obligations under this Agreement without the Employee's consent, such consent not to be unreasonably withheld.

(h) Choice of Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought in an Ontario court of competent jurisdiction.

(i) Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

(j) Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

(k) Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

Agreed to as of the Effective Date

Company:

Richard Teixeira
Vice President, Consumer Sales

Employee:

[redacted]

Initials of acceptance [redacted]

Signature

[redacted]
Printed Name

Tues Nov 22/2016
Date

Initials of acceptance [redacted]

Commission Plan

Ontario
Team Lead
Effective Date: November 28th, 2016

A Team Lead ("Employee" or "TL") is eligible for Commission payments based on certain Customer Contracts sold and submitted by Energy Advisors assigned to the TL Team and also is eligible for Commission payments for certain Customer Contracts that he or she sells and submits for individual sales. This represents the terms and conditions of the current Commission Plan in effect for the Team Leaders for the Ontario Sales Offices.

I. **Definitions.**

a. **"Affiliate"** *means with respect to Employer any other entity that, directly or indirectly,* through one or more intermediaries, controls, or is controlled by, or is under common control with the Employer. As used in the preceding sentence, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
b. **"Commission"** refers to the payments identified in Sections II and III.
c. **"Consumer"** means a potential residential customer for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.
d. **"Customer"** means a residential customer who signs and enters a contract with the Employer or an Affiliate for a Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.
e. **"Customer Contract"** means an agreement between a Consumer and Employer or an Affiliate for carbon offset credits, renewable certificates, energy management demand response and demand side management and conservations solutions or any other non-commodity product offered by the Employer or an Affiliate.
f. **"Effective Contract"** has the meaning indicated in Section II.
g. **"Employee"** means a Team Lead.
h. **"Employer"** means Just Energy Corp.
i. **"Energy Advisor"** is a door- to-door or face-to-face sales employee from the Office.
j. **"Field Sales Manager"** is a door-to-door or face-to-face sales representative from the Office who also manages and leads a team of up to twelve (12) Energy Advisors and two (2) Team Leads.
k. **"Office"** means the sales office identified below at the signature line.
l. **"Team Lead"** *is a door-to-door or face-to-face sales employee who also oversees a team of* up to six (6) Energy Advisors.
m. **"Team Performance Commission"** has the meaning indicated in Section II.
n. **"Termination Date"** means the date of resignation specified in any accepted notice of resignation tendered by Employee, or, in the case of a termination, the last day of any statutory notice of termination period.
o. **"TL Team"** means the Energy Advisors assigned to the Team Lead by the Field Sales Manager.
p. **"Workweek"** means Monday through Sunday.

II. **Commissions – Individual Sales**

a. Individual Sales. A Team Lead is eligible for a Commission for the Customer Contracts that he or she sells and submits to the Employer or an Affiliate which become Effective Contracts during a Workweek. A Commission is not earned until the Customer Contract becomes an Effective Contract. A Customer Contract becomes an "Effective Contract" when the Customer Contract:

i. Is fully completed and signed by the Customer, via a tablet or paper contract;
ii. For which the Customer completes a successful verification call(s) as required;
iii. Is received and accepted by the Employer;
iv. For which the Customer passes credit or payment requirements (*Pre-authorized credit card or Pre-authorized Debit*) set by the Employer, if applicable;
v. For which the Customer is not already an active Customer of the Employer or Affiliate; and
vi. Is in accepted status, and has not been cancelled or rejected by the customer.

b. Commission Amounts

Team Leader	JECB - Manage Product	per Effective Contract	$25.00
Team Leader	JECB - Reduce Product	per Effective Contract	$15.00

III. **Commission – Team Performance**

a. The Team Lead is eligible for Team Performance Commissions for the Effective Contracts sold and submitted by the Energy Advisors assigned to the TL Team. A Team Performance Commission is not earned until the applicable Customer Contracts sold and submitted by the TL Team become Effective Contracts.

b. The Team Performance Commission amounts are payable on a per Effective Contract basis dependent on the product type. The Commission amounts include:

Team Leader	JECB - Manage Product	per Effective Contract	$3.00
Team Leader	JECB - Reduce Product	per Effective Contract	$1.50

IV. Effect of End of Employment

Subject to applicable law, Employee will be paid all Commission and Team Performance Commission earned in accordance with Section II up to and including the Termination Date.

Agreed:

Just Energy Corp.

Richard Teixeira
Vice President, Consumer Sales

Employee Acknowledgement and Agreement:

I have read, understood and agree with this Commission Plan. I accept this Commission Plan on these terms and conditions as of the Effective Date.

Employee

[redacted]
Signature

[redacted]
Printed Name

Sales Office Location: Fairview Office

just energy

EMPLOYMENT AGREEMENT

November 21, 2016

[redacted]

Dear [redacted]

Congratulations on being selected to join the Just Energy team. We are certain that your hard work and dedication to succeed will make this a very rewarding opportunity.

This letter ("Offer Letter") serves to confirm an offer of employment with Just Energy Corp. ("Employer") as a Territory Sales Manager ("Employee") on the terms outlined below.

Your employment will commence on November 28, 2016 ("Effective date") under the direction of Vice President, Consumer Sales or such other person designated by the Employer. You will be working in the Ontario region. The Employer may, in its sole discretion, change your reporting relationship(s) and/or duties and responsibilities without notice and such change(s) shall not constitute a fundamental change to your employment agreement.

This is a full-time, salaried position. The Employer will pay you an annual salary of $70,000 payable bi-weekly in accordance with the Employer payroll policies, less applicable statutory holdings. In addition, you will be eligible to receive additional compensation in accordance with the enclosed Commission Plan.

Your work schedule will be communicated to you each week and may vary from week to week due to business demands. It may include weekend, and holiday work. As a manger, you are not eligible for overtime in accordance with the *Ontario Employment Standards Act, 2000.*

This offer of employment is subject to satisfactory completion of the following:

1. Your written consent to a criminal background check and the satisfactory completion of the background check;

2. Your review and signature to the attached Confidentiality, Non-Compete and Non-Solicitation Agreement; and

3. Your signature and initials on this Offer Letter, indicating your acceptance of the terms.

The first three months of your employment will be considered to be a probationary period to determine the fit between you and the Employer. During the probationary period, you or the Employer may terminate your employment at any time without notice or pay in lieu of notice.

Your employment may be terminated by the Employer for just cause at any time without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate your employment at any time without cause by providing you with the minimum notice of termination or pay in lieu of notice (or a combination of notice and pay in lieu), and severance pay, if applicable, required

Initials of acc[redacted]

by the Ontario *Employment Standards Act, 2000*. Your participation in the Employer's benefit plan will continue for the minimum statutory notice period required by the Ontario *Employment Standards Act, 2000* but no longer. You acknowledge and agree that this shall constitute your entire entitlement to notice of termination or pay in lieu of notice and severance pay (if applicable) under any statute, common law, and/or contract. For clarity, you acknowledge that no further notice of termination or pay in lieu of notice will be required, and no further severance pay, if any, will be owing.

If you resign from your employment following the expiry of the probationary period, you agree to provide the Employer with at least two (2) weeks' prior written working notice. The Employer has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. Subject to applicable law, you would then be paid up to a maximum of two (2) weeks' notice, less required deductions, and the Employer will have no further obligation to you.

You are entitled to take three (3) weeks of paid vacation per year (prorated in your first year). Vacation times must be approved by the Employer in advance. All vacation entitlements must be taken no later than October of the year following the year in which vacation is earned and not thereafter. Subject to applicable law, vacation that is not taken within the required time will not be paid out.

After ninety (90) days of active continued employment, you are eligible to participate in employee wellness benefits programs offered by the Employer to employees in similarly situated positions. If you choose to participate in the wellness benefits programs, your premium contributions will be deducted from your pay beginning the first of the month after 90 days of active continued employment. You understand that all benefits programs may change or be discontinued at the sole discretion of the Employer without any obligation to replace such modified, suspended or discontinued benefit. A summary of the available benefits and the associated premium costs will be made available to you. Any claim or dispute relating to a decision made by the group benefits insurer will be with and directed to the insurer only, will be determined under the terms of the applicable plan or policy, and will not form the basis for any dispute or liability as between the Employee and the Employer.

You agree to comply with all policies, rules and procedures established from time to time by the Employer. You acknowledge and agree that you have received a copy of the Code of Conduct and agree to comply with its contents as well as with the Ontario Energy Board's "Code of Conduct for Gas Marketers" and the Ontario Energy Board's "Electricity Retailers Code of Conduct". If you have any questions about your obligations as an employee you agree to ask for clarification prior to signing this Offer Letter.

The terms in this Offer Letter supersede any other agreements or promises made to you by anyone on behalf of the Employer, whether oral or written. By accepting this offer of employment, you represent that your employment with the Employer will not violate any agreements, obligations or understandings that you may have with any third party or prior employer.

This Offer Letter may not be modified or amended except by a written agreement signed by the Employer and you. In the event that any part of this letter agreement is found by a court of competent jurisdiction to be unenforceable, such finding will not affect the validity of the other provisions of this letter agreement. For greater certainty, should any provision of this agreement provide entitlements to you that are less than your minimum entitlements under the *Employment Standards Act, 2000*, the minimum entitlements under the *Employment Standards Act, 2000* shall prevail. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Initials of acce[redacted]

We are excited at the prospect of having you join Just Energy Corp. and look forward to your acceptance of this employment offer and to our mutual success. In order to confirm your acceptance of this employment offer and the terms and conditions set forth herein, please sign and initial where indicated on all pages, including the Commission Plan and the Confidentiality, Non-Compete and Non-Solicitation Agreement, then return all pages to the Employer. If this Offer Letter is not returned to the Employer within seven (7) days of the date of this letter, the employment offer is withdrawn.

Yours Truly,

Richard Teixeira
Vice President, Consumer Sales

Employee's Agreement:

I have read, understood and agree with the foregoing. I have had reasonable opportunity to consider this letter and the matters set out therein and to obtain whatever advice I think necessary. I hereby accept this Agreement on the terms and conditions set out in this letter.

Signature: [redacted]

[redacted] Full Name

Dated: NOV. 22, 2016

Initials of accept[redacted]

just energy

Confidentiality, Non-Compete and Non-Solicitation Agreement

This Confidentiality, Non-Compete and Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date indicated below, between Just Energy Corp., an Ontario corporation (the "Company"), and the Employee, whose name is indicated below. At times, the Company and Employee may be referred to individually as a "Party" or collectively as the "Parties."

The Company employs Employee in a sales position, and wishes to protect its confidential information and other legitimate business interests.

In consideration of the mutual promises and covenants made in this Agreement, the Parties agree as follows:

I. Restrictive Covenants

(a) Confidentiality. During Employee's employment, the Company shall provide Employee with Confidential Information. At all times during the course of employment and following the termination of employment for any reason, Employee agrees that he or she shall keep secret and retain in strictest confidence, and shall not furnish, make available or disclose to any third party or use for the benefit of himself or herself or any third party, any Confidential Information except as required by law. Prior to disclosure when compelled by applicable law, I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable).

i. For purposes of this Agreement, "Confidential Information" means any data or information, whether or not in writing, that is valuable to the Company or its affiliates, and is not generally known by the public. Confidential Information includes, but is not limited to: (i) information about the business practices and customers of the Company and its affiliates (including, but not limited to, mailing lists, customer lists and records), business strategies, marketing plans, the type and volume of the business of the Company and its affiliates, personnel information, price lists, pricing policies, pricing information, and (ii) confidential information related to the Company's and its affiliates' business and operations, such information having been disclosed or otherwise made available to the Employee during his or her employment.

ii. Nothing contained herein precludes any individual from communicating with any government agency, including the Securities and Exchange Commission.

(b) Covenant not to Compete. Ancillary to the promises set forth in this Agreement, Employee agrees that, during his or her employment and for a period of six (6) months after Employee ceases to be employed by the Company for any reason, he or she shall not directly or indirectly, either individually, in partnership, jointly, or in conjunction with, or on behalf of any person or entity act as a principal, investor or shareholder (other than as a holder of shares of a company listed on a recognized stock exchange where such holding does not exceed five percent [5%] of the company's outstanding shares), serve as a director, officer or agent, work as an employee, or provide consulting services in any business entity or venture whose business competes with the "business of the Company or any affiliate." For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(c) Covenant not to Hire or Solicit Company Employees to Leave Employment or Interfere with Contractual Relationships. Ancillary to the promises set forth in this Agreement, Employee

Initials of acceptance [redacted]

agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly hire, solicit, induce or cause any of the Company's or an affiliate's independent contractors, brokers or employees to leave the Company's or an affiliate's employ or terminate their contract with the Company or an affiliate for any reason, including, without limitation, to work for Employee or any other company which is competitive with the Company's or an affiliate's business, or otherwise be directly or indirectly involved in hiring a person away from the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was an independent contractor, broker, or employee of the Company.

(d) Covenant not to Solicit Company Customers and Suppliers. Ancillary to the promises set forth in this Agreement, Employee agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly solicit any of the Company's customers or suppliers with whom Employee had solicited or engaged in the twelve-month period prior to the Employee's separation from the Company for any purpose that would compete, directly or indirectly with the business of the Company or any affiliate, or would cause said customer, client or supplier to cease doing business with the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was a customer or supplier of the Company. For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(e) Severability of Covenants. If any provision of the covenants contained in this Section is found invalid. or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision. Notwithstanding anything to the contrary herein, if any covenant set forth in this Section is found to be invalid or incapable of being enforced for the reason that the duration or scope thereof is unreasonable, then the Parties hereto agree that any court so declaring the covenant unreasonable shall rewrite the same so as to change the duration or scope to the maximum time or scope that said court may deem to be reasonable under the circumstances.

(f) Employee Acknowledgement. Employee agrees that these covenants of Confidentiality, Non-Competition and Non-Solicitation are reasonable and valid to protect the Company's goodwill and Confidential Information and do not go beyond what is necessary to protect the interests of the Company and its affiliates and all defenses to the strict enforcement thereof are waived by Employee. Employee also agrees that the breach of these covenants will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by Employee, the Company shall have the right, without notice and without limiting its right to pursue any other legal remedies, to injunctive relief to prevent an actual or threatened breach of these provisions.

(g) Assignment. This Agreement will be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. The Company shall not assign its rights or

Initials of acceptance [redacted]

obligations under this Agreement without the Employee's consent, such consent not to be unreasonably withheld.

(h) Choice of Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought in an Ontario court of competent jurisdiction.

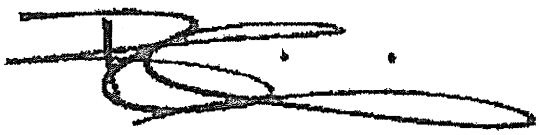
(i) Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

(j) Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

(k) Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

Agreed to as of the Effective Date

Company:



Richard Teixeira
Vice President, Consumer Sales

Employee:

[redacted]

Initials of acceptance [redacted]

Signature [redacted]

[redacted]
Printed Name

NOV. 22, 2016
Date

Initials of acceptance [redacted]

Commission Plan

Ontario
Territory Sales Manager
Effective Date: November 28th, 2016

The Territory Sales Manager ("Employee" or "TSM") is eligible for Commission payments based on certain Customer Contracts sold and submitted by Energy Advisors, Team Leads and Field Sales Managers in the Office and also for Commission payments for certain Customer Contracts that he or she submits for individual sales. This represents the terms and conditions of the current Commission Plan in effect for the Territory Sales Manager for the Ontario Sales Offices.

I. **Definitions.**

a. **"Affiliate"** means with respect to Employer any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Employer. As used in the preceding sentence, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

b. **"Commission"** refers to the payments identified in Sections II and III.

c. **"Consumer"** means a potential residential customer for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.

d. **"Customer"** means a residential customer who signs and enters a contract with the Employer or an Affiliate for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.

e. **"Customer Contract"** means an agreement between a Consumer and Employer or an Affiliate for carbon offset credits, renewable certificates, energy management demand response and demand side management and conservations solutions or any other non-commodity product offered by the Employer or an Affiliate.

f. **"Effective Contract"** has the meaning indicated in Section II.

g. **"Employee"** means the Territory Sales Manager or TSM.

h. **"Employer"** means Just Energy Corp.

i. **"Energy Advisor"** is a door-to-door or face-to-face sales representative from the Office.

j. **"Field Sales Manager"** is a door-to-door or face-to-face sales representative from the Office who also manages and leads a team of up to twelve (12) Energy Advisors and two (2) Team Leads.

k. **"Office"** means the sales office identified below at the signature line.

l. **"Office Sales"** means the Effective Contracts sold and submitted by an Office during a Workweek.

m. **"Team Lead"** is a door-to-door or face-to-face sales representative from the Office also supervises and coaches a team of up to six (6) Energy Advisors.

n. **"Termination Date"** means the date of resignation specified in any accepted notice of resignation tendered by Employee, or, in the case of a termination, the last day of any statutory notice of termination period.
o. **"Territory Sales Manager"** or **"TSM"** is an Employee responsible for managing and leading a sales Office.
p. **"Team Performance Commission"** has the meaning indicated in Section III.
q. **"Workweek"** means Monday through Sunday.

II. Commission – Individual Sales

a. For his or her individual sales, the TSM is eligible to receive a Commission for each Customer Contract that he or she sells and submits to the Employer or an Affiliate which becomes an Effective Contract during a Workweek. A Commission is not earned until a Customer Contract becomes an Effective Contract. A Customer Contract becomes an "Effective Contract" when the Customer Contract:

   i. Is fully completed and signed by the Customer, via a tablet or paper contract;
   ii. For which the Customer completes a successful verification call(s) as required;
   iii. Is received and accepted by the Employer;
   iv. For which the Customer passes credit or payment requirements (*Pre-authorized credit card or Pre-authorized Debit*) set by the Employer, if applicable;
   v. For which the Customer is not already an active Customer of the Employer or Affiliate; and
   vi. Is in accepted status, and has not been cancelled or rejected by the customer.

b. Commission amounts are payable on a per Effective Contract basis dependent on the product type. The Commission amounts include:

Territory Sales Manager	JECB - Manage Product	per Effective Contract	$25.00
Territory Sales Manager	JECB - Reduce Product	per Effective Contract	$15.00

III. Team Performance Commission – Office Sales

a. The TSM is eligible for Team Performance Commissions for the Effective Contracts sold and submitted by the Energy Advisors, Team Leads and Field Sales Managers for the Office. A Team Performance Commission is not earned until the applicable Customer Contracts sold and submitted by the Office become Effective Contracts.

b. The Team Performance Commission amounts are payable on a per Effective Contract basis dependent on the product type. The Commission amounts include:

Territory Sales Manager	JECB - Manage Product	per Effective Contract	$4.50
Territory Sales Manager	JECB - Reduce Product	per Effective Contract	$2.50

IV. **Effect of End of Employment**

Subject to applicable law, Employee will be paid all Commission and Team Performance Commission earned in accordance with Section II up to and including the Termination Date.

Agreed:

Just Energy Corp.

Richard Teixeira
Vice President, Consumer Sales

Employee Acknowledgement and Agreement:

I have read, understood and agree with this Commission Plan. I accept this Commission Plan on these terms and conditions as of the Effective Date.

Employee

[redacted]

Signature

[redacted]

Printed Name

Sales Office Location: FAIRVIEW

just energy

EMPLOYMENT AGREEMENT

November 21, 2016

[redacted]

Dear [redacted]

Congratulations on being selected to join the Just Energy team. We are certain that your hard work and dedication to succeed will make this a very rewarding opportunity.

This letter ("Offer Letter") serves to confirm an offer of employment with Just Energy Corp. ("Employer") as a Field Sales Manager ("Employee") on the terms outlined below.

Your employment will commence on November 28, 2016 ("Effective date"). You will be working under the direction of a Territory Sales Manager and will be working in the Ontario region. The Employer may, in its sole discretion, change your reporting relationship(s) and/or duties and responsibilities without notice and such change(s) shall not constitute a fundamental change to your employment agreement.

This is a full-time, salaried position. The Employer will pay you an annual salary of $40,000 payable bi-weekly in accordance with the Employer payroll policies, less applicable statutory holdings. In addition, you will be eligible to receive additional compensation in accordance with the enclosed Commission Plan.

Your work schedule will be communicated to you each week and may vary from week to week due to business demands. It may include weekend and holiday work. As a manger, you are not eligible for overtime in accordance with the Ontario *Employment Standards Act, 2000.*

This offer of employment is subject to satisfactory completion of the following:

1. Your written consent to a criminal background check and the satisfactory completion of the background check;

2. Your review and signature to the attached Confidentiality, Non-Compete and Non-Solicitation Agreement; and

3. Your signature and initials on this Offer Letter, indicating your acceptance of the terms.

The first three months of your employment will be considered to be a probationary period to determine the fit between you and the Employer. During the probationary period, you or the Employer may terminate your employment at any time without notice or pay in lieu of notice.

Your employment may be terminated by the Employer for just cause at any time without notice or pay in lieu of notice. Following the expiry of the probationary period, the Employer may terminate your employment at any time without cause by providing you with the minimum notice of termination or pay in lieu of notice (or a combination of notice and pay in lieu), and severance pay, if applicable, required by the Ontario *Employment Standards Act, 2000.* Your participation in the Employer's benefit plan will

Initials of acceptance [redacted]

continue for the minimum statutory notice period required by the Ontario *Employment Standards Act, 2000* but no longer. You acknowledge and agree that this shall constitute your entire entitlement to notice of termination or pay in lieu of notice and severance pay (if applicable) under any statute, common law, and/or contract. For clarity, you acknowledge that no further notice of termination or pay in lieu of notice will be required, and no further severance pay, if any, will be owing.

If you resign from your employment following the expiry of the probationary period, you agree to provide the Employer with at least two (2) weeks' prior written working notice. The Employer has the right to waive a portion or all of the notice given by you and to direct you not to report for work for any part of the notice period. Subject to applicable law, you would then be paid up to a maximum of two (2) weeks' notice, less required deductions, and the Employer will have no further obligation to you.

You are entitled to take two (2) weeks of paid vacation per year (prorated in your first year). Vacation times must be approved by the Employer in advance. All vacation entitlements must be taken no later than October of the year following the year in which vacation is earned and not thereafter. Subject to applicable law, vacation that is not taken within the required time will not be paid out.

After ninety (90) days of active continued employment, you are eligible to participate in employee wellness benefits programs offered by the Employer to employees in similarly situated positions. If you choose to participate in the wellness benefits programs, your premium contributions will be deducted from your pay beginning the first of the month after 90 days of active continued employment. You understand that all benefits programs may change or be discontinued at the sole discretion of the Employer without any obligation to replace such modified, suspended or discontinued benefit. A summary of the available benefits and the associated premium costs will be made available to you. Any claim or dispute relating to a decision made by the group benefits insurer will be with and directed to the insurer only, will be determined under the terms of the applicable plan or policy, and will not form the basis for any dispute or liability as between the Employee and the Employer.

You agree to comply with all policies, rules and procedures established from time to time by the Employer. You acknowledge and agree that you have received a copy of the Code of Conduct and agree to comply with its contents as well as with the Ontario Energy Board's "Code of Conduct for Gas Marketers" and the Ontario Energy Board's "Electricity Retailers Code of Conduct". If you have any questions about your obligations as an employee you agree to ask for clarification prior to signing this Offer Letter.

The terms in this Offer Letter supersede any other agreements or promises made to you by anyone on behalf of the Employer, whether oral or written. By accepting this offer of employment, you represent that your employment with the Employer will not violate any agreements, obligations or understandings that you may have with any third party or prior employer.

This Offer Letter may not be modified or amended except by a written agreement signed by the Employer and you. In the event that any part of this letter agreement is found by a court of competent jurisdiction to be unenforceable, such finding will not affect the validity of the other provisions of this letter agreement. For greater certainty, should any provision of this agreement provide entitlements to you that are less than your minimum entitlements under the *Employment Standards Act, 2000*, the minimum entitlements under the *Employment Standards Act, 2000* shall prevail. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

We are excited at the prospect of having you join Just Energy Corp. and look forward to your acceptance of this employment offer and to our mutual success. In order to confirm your acceptance of this

employment offer and the terms and conditions set forth herein, please sign and initial where indicated on all pages, including the Commission Plan and Confidentiality, Non-Compete and Non-Solicitation Agreement, then return all pages to the Employer. If this Offer Letter is not returned to the Employer within seven (7) days of the date of this letter, the employment offer is withdrawn.

Yours Truly,

Richard Teixeira
Vice President, Consumer Sales

Employee's Agreement:

I have read, understood and agree with the foregoing. I have had reasonable opportunity to consider this letter and the matters set out therein and to obtain whatever advice I think necessary. I hereby accept this Agreement on the terms and conditions set out in this letter.

Signature: [redacted]

Full Name

Dated: Nov/22/16, 2016

Initials of acceptance: [redacted]

just energy

Confidentiality, Non-Compete and Non-Solicitation Agreement

This Confidentiality, Non-Compete and Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date indicated below, between Just Energy Corp., an Ontario corporation (the "Company"), and the Employee, whose name is indicated below. At times, the Company and Employee may be referred to individually as a "Party" or collectively as the "Parties."

The Company employs Employee in a sales position, and wishes to protect its confidential information and other legitimate business interests.

In consideration of the mutual promises and covenants made in this Agreement, the Parties agree as follows:

I. Restrictive Covenants

(a) Confidentiality. During Employee's employment, the Company shall provide Employee with Confidential Information. At all times during the course of employment and following the termination of employment for any reason, Employee agrees that he or she shall keep secret and retain in strictest confidence, and shall not furnish, make available or disclose to any third party or use for the benefit of himself or herself or any third party, any Confidential Information except as required by law. Prior to disclosure when compelled by applicable law, I shall provide prior written notice to the President, CEO, and General Counsel of the Company (as applicable).

i. For purposes of this Agreement, "Confidential Information" means any data or information, whether or not in writing, that is valuable to the Company or its affiliates, and is not generally known by the public. Confidential Information includes, but is not limited to: (i) information about the business practices and customers of the Company and its affiliates (including, but not limited to, mailing lists, customer lists and records), business strategies, marketing plans, the type and volume of the business of the Company and its affiliates, personnel information, price lists, pricing policies, pricing information, and (ii) confidential information related to the Company's and its affiliates' business and operations, such information having been disclosed or otherwise made available to the Employee during his or her employment.

ii. Nothing contained herein precludes any individual from communicating with any government agency, including the Securities and Exchange Commission.

(b) Covenant not to Compete. Ancillary to the promises set forth in this Agreement, Employee agrees that, during his or her employment and for a period of six (6) months after Employee ceases to be employed by the Company for any reason, he or she shall not directly or indirectly, either individually, in partnership, jointly, or in conjunction with, or on behalf of any person or entity act as a principal, investor or shareholder (other than as a holder of shares of a company listed on a recognized stock exchange where such holding does not exceed five percent [5%] of the company's outstanding shares), serve as a director, officer or agent, work as an employee, or provide consulting services in any business entity or venture whose business competes with the "business of the Company or any affiliate." For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(c) Covenant not to Hire or Solicit Company Employees to Leave Employment or Interfere with Contractual Relationships. Ancillary to the promises set forth in this Agreement, Employee

agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly hire, solicit, induce or cause any of the Company's or an affiliate's independent contractors, brokers or employees to leave the Company's or an affiliate's employ or terminate their contract with the Company or an affiliate for any reason, including, without limitation, to work for Employee or any other company which is competitive with the Company's or an affiliate's business, or otherwise be directly or indirectly involved in hiring a person away from the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was an independent contractor, broker, or employee of the Company.

(d) Covenant not to Solicit Company Customers and Suppliers. Ancillary to the promises set forth in this Agreement, Employee agrees that, during Employee's employment and for a period of one year after Employee ceases to be employed by the Company for any reason, he or she will not directly or indirectly solicit any of the Company's customers or suppliers with whom Employee had solicited or engaged in the twelve-month period prior to the Employee's separation from the Company for any purpose that would compete, directly or indirectly with the business of the Company or any affiliate, or would cause said customer, client or supplier to cease doing business with the Company. These non-solicitation restrictions will only apply to the extent the Employee actually knows or should reasonably have known that a party alleged to have been solicited, enticed, persuaded or induced was a customer or supplier of the Company. For the purposes of this Section, the "business of the Company or any affiliate" means the Company's business which relates to the marketing of natural gas and electricity, renewable energy certificates, renewable energy attributes, carbon offsets, or carbon credits to residential, medium to small commercial and industrial users within 100 miles of the sales office that Employee is assigned.

(e) Severability of Covenants. If any provision of the covenants contained in this Section is found invalid, or incapable of being enforced by reason of any law, rule or public policy, all other provisions shall, nevertheless, remain in full force and effect, and no provision herein shall be dependent upon any other provision. Notwithstanding anything to the contrary herein, if any covenant set forth in this Section is found to be invalid or incapable of being enforced for the reason that the duration or scope thereof is unreasonable, then the Parties hereto agree that any court so declaring the covenant unreasonable shall rewrite the same so as to change the duration or scope to the maximum time or scope that said court may deem to be reasonable under the circumstances.

(f) Employee Acknowledgement. Employee agrees that these covenants of Confidentiality, Non-Competition and Non-Solicitation are reasonable and valid to protect the Company's goodwill and Confidential Information and do not go beyond what is necessary to protect the interests of the Company and its affiliates and all defenses to the strict enforcement thereof are waived by Employee. Employee also agrees that the breach of these covenants will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by Employee, the Company shall have the right, without notice and without limiting its right to pursue any other legal remedies, to injunctive relief to prevent an actual or threatened breach of these provisions.

(g) Assignment. This Agreement will be binding upon the Employee's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. The Company shall not assign its rights or

obligations under this Agreement without the Employee's consent, such consent not to be unreasonably withheld.

(h) Choice of Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each Party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought in an Ontario court of competent jurisdiction.

(i) Amendment. This Agreement may not be amended, modified or waived except by a separate writing executed by both Parties expressly so amending, modifying or waiving this Agreement.

(j) Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted herefrom.

(k) Enforceability. If one or more provisions of this Agreement shall be held to be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof.

Agreed to as of the Effective Date

Company:

Richard Teixeira
Vice President, Consumer Sales

Employee:

[redacted]

Initials of acceptance [redacted]

Signature

[redacted]

Printed Name

Nov / 22 / 16

Date

Initials of acceptance [redacted]

Commission Plan

Ontario
Field Sales Manager
Effective Date: November 28th, 2016

The Field Sales Manager ("Employee" or "FSM") is eligible for Commission payments based on certain Customer Contracts submitted by Energy Advisors and Team Leads assigned to the FSM Team and also is eligible for Commission payments for certain Customer Contracts that he or she sells and submits for individual sales. This represents the terms and conditions of the current Commission Plan in effect for the Field Sales Managers for the Ontario Sales Offices.

I. ***Definitions.***

a. **"Affiliate"** means with respect to Employer any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Employer. As used in the preceding sentence, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

b. **"Commission"** means the payments identified in Sections II and III.

c. ***"Consumer"*** *means a potential residential customer for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.*

d. **"Customer"** means a residential customer who signs and enters a contract with the Employer or an Affiliate for Just Energy Conservation Bundle (JECB) - Manage or Reduce Plan.

e. **"Customer Contract"** means an agreement between a Consumer and Employer or an Affiliate for the supply of carbon offset credits, renewable certificates, energy management *demand response and* demand side management and conservations solutions or any other non-commodity product offered by the Employer or an Affiliate.

f. **"Effective Contract"** has the meaning indicated in Section II.

g. **"Employee"** means the Field Sales Manager or FSM who reports to the Territory Sales Manager.

h. **"Employer"** means Just Energy Corp.

i. **"Energy Advisor"** is a door-to-door or face-to-face sales representative from the Office.

j. ***"Field Sales Manager" or "FSM"*** is a door-to-door or face-to-face sales representative from the Office who also manages and leads a team of up to twelve (12) Energy Advisors and two (2) Team Leads.

k. **"FSM Team"** means the Energy Advisors and Team Leads assigned to the FSM by the Territory Sales Manager.

l. **"Office"** means the sales office identified below at the signature line.

m. **"Team Lead"** is a door-to-door or face-to-face sales representative from the Office who also *supervises and coaches a team of up to six (6) Energy Advisors.*

n. **"Team Performance Commission"** has the meaning indicated in Section III.

o. **"Termination Date"** means the date of resignation specified in any accepted notice of resignation tendered by Employee, or, in the case of a termination, the last day of any statutory notice of termination period.

p. **"Workweek"** means Monday through Sunday.

II. Commission – Individual Sales

a. For his or her individual sales, the FSM is eligible to receive a Commission for each Customer Contract that that he or she sells and submits to the Employer or an Affiliate which becomes an Effective Contract during a Workweek. A Commission is not earned until a Customer Contract becomes an Effective Contract. A Customer Contract becomes an "Effective Contract" when the Customer Contract:

i. Is fully completed and signed by the Customer, via a tablet or paper contract;
ii. For which the Customer completes a successful verification call(s) as required;
iii. Is received and accepted by the Employer;
iv. For which the Customer passes credit or payment requirements (*Pre-authorized credit card or Pre-authorized Debit*) set by the Employer, if applicable;
v. For which the Customer is not already an active Customer of the Employer or Affiliate; and
vi. Is in accepted status, and has not been cancelled or rejected by the customer.

b. Commission amounts are payable on an Effective Contract basis dependent on the product type. The Commission amounts include:

Field Sales Manager	JECB - Manage Product	per Effective Contract	$25.00
Field Sales Manager	JECB - Reduce Product	per Effective Contract	$15.00

III. Commission – Team Performance

a. The FSM is eligible for Team Performance Commissions for the Effective Contracts sold and submitted by the Energy Advisors and Team Leads assigned to the FSM Team. A Team Performance Commission is not earned until the applicable Customer Contracts sold and submitted by the FSM Team become Effective Contracts.

b. The Team Performance Commission amounts are payable on a per Effective Contract basis dependent on the product type. The Commission amounts include:

Field Sales Manager	JECB - Manage Product	per Effective Contract	$4.50
Field Sales Manager	JECB - Reduce Product	per Effective Contract	$2.50

IV. Effect of End of Employment

Subject to applicable law, Employee will be paid all Commission and Team Performance Commissions earned in accordance with Section II up to and including the Termination Date.

Agreed:

Just Energy Corp.

Richard Teixeira
Vice President, Consumer Sales

Employee Acknowledgement and Agreement:

I have read, understood and agree with this Commission Plan. I accept this Commission Plan on these terms and conditions as of the Effective Date.

Employee

[redacted]

Signature

[redacted]

Printed Name

Sales Office Location: Oshawa

HAIDAR OMARALI
Plaintiff

-and-

JUST ENERGY GROUP INC. et al.
Defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

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Lawyers for the defendants

THIS IS EXHIBIT "18" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 24, 2018

July 5, 2018

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1202

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U/A #10	Just Energy Distributor Services Agreement
U/A #12	Emails from Nola Ruzycki to Chris Marijan re Just Energy Response to In Person Sales Inspection notification Received October 31, 2013, Parts 2, 3 and 4 dated December 6, 2013

1204

TAB 1

TAB A

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

UNDERTAKINGS, UNDER ADVISEMENTS AND REFUSALS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ ON BEHALF OF JUST ENERGY GROUP INC., HELD ON JANUARY 24, 2018

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
1.	144	38	To advise if Just Energy Group reports just Just Energy Corp. or Just Energy Corp.'s operations are part of its consolidated financial reporting.	Just Energy Group Inc. reports Just Energy Corp.'s operations as part of its consolidated financial reporting.
2.	347-348	87	To provide the information relating to what the various roles were within the compliance department at Just Energy up to the level of vice-president, over the class period.	The positions within the compliance department were: SVP global regulatory affairs; Sr. manager corporate and consumer relations; compliance manager; corporate and consumer relations quality analyst; corporate and consumer relations specialist; bilingual compliance specialist and compliance specialist.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
3.	428-432	103-104	To advise what document number JE00000540 the "Independent Contractor Orientation Manual" is, what its purpose is, who it is provided to and what time frame it was in existence.	The document in name is an orientation manual that would be provided to independent contractors to assist them with their orientation to the organization. Various topics were presented in the manual. Topics ranged from outlining regulatory requirements, compliance information, market and industry information and company information. This manual was in effect until April of 2011, prior to the beginning of the class period.
4.	433	104	To advise what document number JE00000541 part two of the "Independent Contractor Orientation Manual" is, what its purpose is, who it is provided to and what time frame it was in existence.	See above, this was part two of a two-part manual and provided further information regarding the sales process when interacting with a potential customer. This manual was in effect until April of 2011, prior to the beginning of the class period.
5.	436-445	104-106	To advise what document numbers JE00007749, JE00007750 and JE00007751 are, what their purpose is, who they were provided to and when they were in place.	The document in name is a more recent orientation manual that would be provided to independent contractors prior to selling. Various topics were presented in the manual for the EA to successfully complete sales on behalf of Just Energy. Topics ranged from requirements that the regulator required retailers to provide, to compliance information, market and industry information and company information. These documents were in effect roughly April 1st, 2011 and until the class period began well into 2013 when the new orientation materials were created (February 2013).
6.	450-452	107-108	To advise what document number JE00009502 "Ontario Orientation Process, February 22nd, 2013" is, what its purpose is, who provided the presentation and to whom.	This was a document provided to regional offices that outlined the information independent contractors had to be provided with prior to selling in Ontario. The document outlined information such as OEB requirements and suggested how to incorporate the OEB requirements into practice, including how to ensure sales processes were in line with OEB regulations. Richard Teixeira or Ravi Maharaj would have presented this to regional distributors.
7.	453-462	108-109	Regarding document number JE00010495 "Ontario Process", to advise what its purpose was for, who it was provided to and whether it was provided to all sales offices in Ontario over the class period.	This was an internal document created by the sales department that outlined the processes the sales offices should take to have an independent contractor sign an independent contractor agreement with Just Energy, including the information the sales offices should provide independent contractors as they begin selling for the company. Topics included how independent contractors are to market products in accordance with Just Energy policies and OEB regulatory requirements. This document was provided to corporate employees and would not have been provided to any sales offices in Ontario over the class period.

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
8.	704-707	157-158		
9.	749	168	If one exists in the productions, to identify what the Deponent referred to as a residential agreement.	A diligent search of the productions was conducted. There is no separate residential ICA in the productions.
10.	802-805	180-182	To advise why there is a "JECP" commission schedule versus the other commission schedules and to try and make sense of the documents and explain the documents.	JECP (Just Energy Conservation Product) was a product that had a standalone commission schedule that would accompany the body of the ICA. Due to the complexity of the product and the commission triggers, a separate document was created for JECP product sales, as the type of JECP commissions and circumstances where JECP commissions were paid were different from any of the other Just Energy products. The JECP commission schedule provided an outline of when commissions would be paid and how much would be paid.
11.	812-814	183-185	To advise as to whether or not new independent contractor agreements were required to be signed whenever the commission schedule changed.	No they were not.
12.	815	185	To advise as to whether various commission schedules were attached to independent contractor agreements or whether a single commission schedule was attached.	The commission schedule related to the main product being sold by the IC would be attached to the ICA. Various commission schedules were attached where an IC sold more than one product.
13.	932-933	214	Contingent undertaking to advise as to whether or not Just Energy prepares, or is the source of, document JE00007378 titled Distributor Services Agreement and dated May 2, 2012. The Defendants assume that the document is a regional distributor services agreement; however, if that assumption is incorrect, that will advise.	Yes Just Energy prepares this document. Yes this document is a regional distributor services agreement.
14.	986-992	225-226	To provide, if relevant, the follow up letter regarding a second request for information from the Ontario Energy Board to Just Energy dated October 31, 2013.	We have been advised that there was no follow up letter, but follow up emails. These are available in the productions at JE00008469.

TAB B

UNDER ADVISEMENTS

Under advisements given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Under Advisement	Under Advisement Answer
1.	48-49	14	To advise as to whether it is Just Energy's position that the class definition ends as of the date of notice to the class, or whether it is their position that it ends as of the date of the notice of certification.	It is Just Energy's position that the class period properly ends at the date of certification but is prepared to accept a class period end date of November 21, 2016, being the date that putative class members were notified that their Independent Contractor agreements were frustrated by virtue of impending provincial legislation.
2.	151-152	39-40	To advise if Just Energy Corp. generates revenues and if it does generate revenues how does it do so.	Just Energy Corp does not earn operating revenue from third parties.
3.	153	40	To advise if Just Energy Corp. pays for expenses, such as, getting the independent contractors to execute independent contractor agreements and all the various versions of those independent contractor agreements that exist.	Just Energy Corp does not pay for expenses.
4.	154	40-41	If Just Energy Corp. does not achieve revenues, how does it pay for those expenses and where does it get the money to pay for those expenses.	Just Energy Corp. does not incur expenses.
5.	491-521	117-122	To provide a track of the different versions of the Just Energy training modules, document numbers JE00009417 (Just energy - Training Module 1 - Your opportunity at Just Energy), JE00009418 (Just energy - Training Module 2 - Energy explained), JE00009419 (Just energy - Training Module 3 - Commissions, Incentives & Rewards), JE00009420 (Just energy - Training Module 4 - The Customer Experience) and JE00009421 (Just energy - Training Module 5 - The Customer Interaction), over the class period.	A diligent search of the productions was conducted. We were unable to derive a complete track of the different versions, but can advise that the production contains the following variations of the training modules. There are three variations of Training Module 1- Your Opportunity at Just Energy. Below are the production numbers of each variation: • JE00009417 (2012) • JE00008821 (2012) • JE00007436 (2012) There are three variations of Training Module 2- Energy Explained. Below are the production numbers of each variation: • JE00009418 (2012) • JE00008822 (2012) • JE00000635 (2015) There are four variations of Training Module 3- Commissions, Incentives & Rewards. Below are the production numbers of each variation: • JE00009419 (2012)

UNDER ADVISEMENTS				
Under advisements given on the examination of Ravi Maharaj, held on January 24, 2018.				
No.	**Question No.**	**Page No.**	**Specific Under Advisement**	**Under Advisement Answer**
				• JE00000636 (2015) • JE00002477 (2015) • JE00009739 (2015) There are three variations of Training Module 4- The Customer Experience. Below are the production numbers of each variation: • JE00009420 (2012) • JE00006271 (2012) • JE00008314 (2014) There are eight variations of Training Module 5- The Customer Interaction. Below are the production numbers of each variation: • JE00009421 (2012) • JE00008825 (2012) • JE00007441 (2012) • JE00009392 (2012) • JE00008310 (2012) • JE00000638 (2015) • JE00002482 (2015) • JE00004895 (2015)
6.	754	170	[redacted]	

UNDER ADVISEMENTS

Under advisements given on the examination of Ravi Maharaj, held on January 24, 2018.

No.	Question No.	Page No.	Specific Under Advisement	Under Advisement Answer
7.	822	187-188	To provide an explanation as to the differences between commercial, residential and JECP commission schedules, and information as to who signs which contracts.	1. Commercial commission schedules were set up so that they were paid based on the usage (kWh or cubic meters – although natural gas customers that used less than 8,000 cubic meters would be paid a flat amount) of that particular customer and only individuals who had authority to bind the business to an agreement could sign. 2. Residential/JECP customers were paid similar in that electricity was paid on customer usage for electricity only and natural gas was paid a flat amount. For JECP there was an additional commission for the installation of the thermostat and only the account holder of the energy bills (gas or electricity) and/or the spouse could sign.
8.	937	215	To provide copies of the various versions of the agreements for the Just Energy regional distributors over the class period, or at least identify them within the productions.	A diligent search of the productions was conducted. We were unable to derive a complete track of the different versions, but can advise that the production contains two versions of the agreements. The production numbers of each variation are: JE00007378 and JE00007712.
9.	1010-1011	230-231	To produce the attachments from an email (included in the email chain in document JE00008469) sent from Nola Ruzycki to Lou Mustillo. On the email, Nola Ruzycki states "Here are the attachments you have requested" and the email was in response to the October 31, 2013 letter from the OEB to Just Energy Ontario L.P.	See U/A Tab 9 attached.
10.	1025-1029	234-236	To provide the documents that were attached to Just Energy's response to the Ontario Energy Board's request for information dated October 31, 2013 that described what the regional distributor agreements were.	See U/A Tab 10 attached.
11.	1051	242-243	To provide a copy of the email attachment in document number JE00008607, "Just Energy Response to In Person Sales Inspection notification received October 31, 2013 Part 1".	See U/A Tab 9 attached.
12.	1053	244	To provide emails part 2, 3 and 4 that are referenced in document number JE00008607, "Just Energy Response to In Person Sales Inspection notification received October 31, 2013 Part 1".	See U/A Tab 12 attached.. The documents included in the attachments of these emails are available to you in the productions.

July 5, 2018

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TAB 2

TAB B

U/A #6

U/A #9

Just Energy Ontario L.P.'s Response to Ontario Energy Board Staff Information Request

Received on October 31, 2013

December 6, 2013

Private, Confidential & Proprietary – Not for Public Distribution

1. The relationship between: (a) your company and any Sales Distributor with which your company does business, including an indication of the territory in which each Sales Distributor operates; (b) your company and any individual salespersons that conduct sales activities on behalf of your company; and (c) each Sales Distributor referred to in (a) and any individual salespersons that conduct sales activities on behalf of your company:

i. Describe company's relationship with Sales Distributor and in person sales structure

RESPONSE: Just Energy Ontario L.P. does not use Sales Distributors

1ii. Organizational structure as it pertains to Sales and Regulatory Compliance, including all regional sales offices and / or Sales Distributors including flowchart

RESPONSE: The data that addresses this response is *Just Energy Sales & Regulatory Compliance Org. Chart Exhibit1ii.* Just Energy's Regulatory Department works closely with individuals from each sales channel to relay the sales and regulatory compliance rules and set the regulatory framework to ensure compliance of their marketing activities. The Corporate & Consumer Relations ("CCR") Department is responsible for handling all Just Energy sales and regulatory compliance matters through its processing and monitoring of customer inquiries relating to sales conduct.

With respect to Just Energy's in person sales structure, we advise that Just Energy enters into Independent Contractor ("IC") and Independent Representative ("IR") Agreements with individual salespersons and Regional Distributors. Both the Independent Contract and Regional Distributor are ICs and not third party sales distributors. The role of an IR is to market energy contracts to consumers via Just Energy's multi-level marketing structure. The role of an IC is to market door-to-door with the intent of retailing energy contracts to consumers on the behalf of Just Energy. The role of a Regional Distributor is to market on the behalf of Just Energy and to oversee Independent ICs and provide day to day sales support and leadership to individual salesperson.

1iii. Provide a sample of supplier / Sales Distributor contract

RESPONSE: Just Energy Ontario L.P. does not use Sales Distributors.

1iv. Provide a sample of supplier / Independent Contractor contract

RESPONSE: The data that addresses this request is designated as confidential and provided in the attachment labeled *MLM_Independent Representative Enrollment Exhibit#1iv*, MLM_*Independent Representative Agreement Exhibit#1iv , Just Energy Independent Contractor Agreement Exhibit#1iv and Just Energy Regional Distributor Agreements Exhibit#1iv*. We have also attached the multi-level marketing privacy policy, policies & procedures and compensation structure which are attached *as MLM_Privacy_Policy Exhibit1iv, MLM_policies_procedures Exhibit1iv* and *MLM_Comp_Plan_CA_Revised_7_3_2013 Exhibit#1iv.*

1v. Compensation structure / use of claw-back / Fines charged / Other sales incentives

RESPONSE: The data that addresses this request is designated as confidential and provided in the attachment labeled *Just Energy JECP Compensation Structure Exhibit#1v* and *Just Energy General Compensation Structure Exhibit#1v*. The document reflecting Just Energy's multi-level marketing compensation structure was provided in response to question 1iv and labeled *MLM_Comp_Plan_CA_Revised_7_3_2013 Exhibit#1iv.* Multi-level marketing bonuses are paid to IRs and their up-line in their sales group based on a number of factors. They may qualify for a bonus based on the number of "points" an IR gathers within a given timeframe. Points are based on certain events including signing up a customer, signing up for a multi-level marketing business site and directly recruiting a new IR who must in turn sign up customers. Bonuses may also be earned based on the ability of the IR to grow their sales and in turn build their team. The Monthly Residual Income ("MRI") is earned based on the number of monthly bills paid by each of their signed customer in a given month,

With respect of Just Energy's door-to-door sales structure, we advise that a contract is deemed valid if it is properly completed, signed by the customer, approved by Just Energy Ontario L.P. and is verified by the customer. To incent compliant behavior, Just Energy offsets against future commissions the amount equal to the commission advanced for a contract that is subsequently determined not to be a valid contract, an amount equal to the commission advanced for any valid contract that is subsequently cancelled.

Just Energy's reconciliation commission payment structure acts as a disincentive for non-compliant behavior in that it is not given out until the contract has flowed for 60 days.

Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted valid contract.

Just Energy also reserves the right make deductions and/or offset against an IC's future commissions any amounts that have been paid or advanced by Just Energy with respect to a contract that is subsequently cancelled or determined not to be a valid Contract.

Private, Confidential & Proprietary – Not for Public Distribution

1vi. Salespersons – employees or independent contractors

RESPONSE: All Just Energy ICs or IRs are not employees.

2) Salesperson recruitment processes:

i. Documented recruitment process

RESPONSE: Multi- level marketing IRs recruit friends, family and acquaintances. These recruitment type conversations are primarily conducted through personal meetings after which interested individuals sign up online to become IRs. When the online sign up process is complete, the new IR is given a number of resources including marketing, sales and regulatory compliance standards through an online resource center. These resources include a detailed market training guide and a link to a detailed interactive training module and OEB certification quiz. The IR's personal business site does not allow customer enrollment until they have completed the Ontario OEB training and successful passed the quiz. Information relating to IR recruitment can be found in the document labeled *MLM_Privacy_Policy Exhibit1iv* which is provided in response to question 1iv.

The document that addresses Just Energy's recruiting and orientation processes is designated as confidential and is attached labeled *Just Energy Door-to-Door Ontario Recruiting and Orientation Exhibit#2i*.

2ii. Use of criminal background checks

RESPONSE: The data that addresses this response with respect of Just Energy's door-to-door IC criminal background check process is designated as confidential and attached labeled *Just Energy Process of Background checks in Ontario Exhibit#2b* and *Just Energy Bkrd Check Matrix Exhibit#2ii*. All new ICs are required to complete an IC Agreement, a back ground check consent form and provide two copies of their government issued identification.

Due to the family, friend and acquaintance nature of multi-level marketing sales, it does not conduct criminal background checks on its IRs. We however, cross check an IR enrollment against former terminated ICs. This is to ensure that previously terminated ICs do not try to sell on our behalf as an IR.

2iii. Proof of identity – key identification used

RESPONSE: In order to conduct criminal background checks, Just Energy requires all prospective ICs to provide 2 pieces of identification; one of which must be government issued and contain the applicant's full name, date of birth, signature and photo. A secondary piece of ID which allow Just Energy to validate the identity of the prospective IC and contains their full name; preferably secondary ID is also government issued ID, such as a Birth Certificate or SIN card.

As part of the online sign up process for IRs, they are required to provide their Social Insurance Number. They must also upload a picture that is posted on their personal business website. When IRs sign up a customer, the customer is asked during the online enrollment process to validate the image of the IR before the enrollment is completed. The customer does so my checking a box to verify that the image shown is that of their IR.

2iv. Assessment of salespersons qualifications and competencies

RESPONSE: All Just Energy door-to-door ICs go through an orientation on how to sell Just Energy's products and services through a comprehensive orientation program, in addition to the Ontario OEB training and passing the mandated quiz prior to marketing on Just Energy's behalf. Presentation review sessions are regularly conducted in the sales offices which gage the IC's ability to effectively sell Just Energy's offers and interact with consumers which also allows Just Energy to provide guidance to ensure sales and regulatory compliance. All ICs, once going through the full on-boarding process, then go through a field shadow process. This process allows senior ICs to shadow new ICs to ensure compliance with sales presentations, compliance and regulatory processes, objection handling, etc...Senior ICs are looking to ensure that the new ICs fully understand the details of the program and the compliance/regulatory dos and don'ts to mitigate against negative customer exposure. The Senior IC will then shadow the new IC until they feel that the new IC comprehends the sales entire sales process.

With respect of IRs, due to the nature of the multi-level marketing sales structure, they are monitored by their IR sponsor. There is no additional screening done outside of the required OEB training and test.

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2v. Standards required to be met, such as standards for education, training, certification and performance, at point of hiring and ongoing

RESPONSE: Just Energy does not look for specific skill sets during the recruiting process as Just Energy trains prospective ICs to become salespersons. They are required to go through the Just Energy Orientation Program which include the OEB required training and quizt. With respect of IRs, in addition to the OEB required training and test, weekly meetings are offered in Toronto which focus on appropriate sales techniques, recruitment and product offerings.

2vi. ID Badge and Business Card processing for new recruits

RESPONSE: In addition to the document provided in response to question 2i labeled *Just Energy Door-to-Door Ontario Recruiting and Orientation Exhibit#2vi*, please see attached the following documents which are designated as confidential and labeled *OEB Badge template Exhibit#2iv* and *Ontario IC Business Card Exhibit#2vi*. Also designated as confidential are the following documents labeled *MLM Online Badge Exhibit2vi*, *MLM Business Card Exhibit2vi* and *MLM Printed Badge Exhibit 2vi* . These documents are with respect to Just Energy's multi-level marketing sales structure. The first being the online version of the IR badge which appears on the IR's enrollment website, the second being the printed version of the same and the third being an IR business card.

2vii. Copies of any salesperson sales and telephone scripts (not including Board- approved verification or renewal scripts) used for In Person Sales

RESPONSE: The data that addresses this request is designated as confidential and provided in the attachment labeled *Just Energy Door-to-Door Sales Scripts_Exhibit2vii, Just Energy Door-to-Door Welcome Call Scripts_Exhibit2vii and Just Energy MLM Scripts Exhibit2vii.*

3) Salesperson training processes (other than training material required by the Code):

i. Training processes / length of training / group training or individual training

RESPONSE: The data that addresses this request is designated as confidential and provided in the attachment labeled *JE D-to-D Orientation Process Exhibit 3i*. This exhibit contains a series of documents that reflects the full training package offered to Just Energy's door-to-door salespersons. There are five modules that include information relating to the energy market, Just Energy's products and services, applicable rules and legislation, Just Energy's compliance policy and consequences for non-compliance. Each module takes approximately one hour to complete in a group setting which is determined based on the size of the training class.

With respect of Just Energy's mutli-level marketing structure, we advise that a key component of IR training is the Ontario industry training and quiz required by the Board. Beyond this, there are weekly group meetings offered to all IRs led by senior IRs.

3ii. Sales training (selling techniques)

RESPONSE: The data that addresses this request is provided in response to question 3i labeled *Just Energy Door-to-Door Sales Training Process Exhibit 3i.* Module four and five contains the sales training portion of the Orientation program. In addition to the content of these modules, field shadowing is conducted whereby a new IC follows and closely observes a senior IC during their marketing activity so that the new IC gain practical experience as to how to incorporate Just Energy's sales and compliance standards while retailing to consumers.

With respect to Just Energy's multi-level marketing sales structure, we advise that there are quarterly and weekly meetings held; some of which include workshops where topics such as products, services and selling techniques are discussed. Conference calls are also conducted during which senior IRs speak about; among other things, the multi-level marketing business model and sales techniques. There is published documentation on all IR websites on guidelines IRs must follow during their marketing activity. These documents are designated as confidential and are provided in the attachment labeled *MLM_EnrollingCustomers Exhibit3ii, MLM_PresentingToRepsAndCustomers Exhibit3ii, MLM TrademarksIPUse Exhibit3ii* and *MLM WebsitesAdvertisting Exhibit3ii.*

3iii. Drop off rates during recruitment and training process

RESPONSE: The data that addresses this request is provided in the two tables below. The first table represents the number of ICs that dropped off during the recruitment process in the month of October 2013. The first column reflects the number of individuals who showed up for their first day of orientation and were successfully badged (passed the background check). The second column reflects the number of individuals who were badged; however, did not have any customers who signed contracts. The data reflects that 69% of individuals who attended the first day of orientation in October 2013 did not go on to successfully market on the behalf of Just Energy.

The second table represents the number of IRs who dropped off during the recruitment process in the month of October 2013. The data reflects that 17% of individuals who sign up to be an IR (completed and submitted IR Agreements) either did not complete or pass the training or OEB quiz. You will notice that the data relating to drop off rates for the multi-level marketing sales channel was pulled differently due to the nature of the sales channel. More specifically, IRs who do not sign an energy contract for a reasonably long period does not suggest that they are no longer marketing on Just Energy's behalf. This would be true; however, in the case of our door-to-door sales structure.

Ontario Door-to-Door Sales Structure	
No. of ICs Badged	No. of ICs who were badged and Did Not Have Any Customers Who Signed Contracts
113	78

Ontario Multi-Level Marketing Sales Structure	
No. of IRs Sign-Ups	No. of IRs who Did Not Complete The OEB Quiz
152	27

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3iv. Training processes concerning of electronic devices

RESPONSE: The data that addresses this request is designated as confidential and provided in the attachment labeled *Just Energy ON New Business iPad Overview V2.0 Exhibit 3iv*. This document outlines the process by which Just Energy trains its ICs to use the iPad while retailing to consumers door-to-door. We note that a verification call in accordance with Just Energy's regulatory requirements is conducted for consumers who sign on the iPad in the presence of an IC. Just Energy does not have a training process concerning electronic devices for IRs.

4. Quality monitoring and quality assurance processes used in relation to salespersons:

i. Roles and responsibilities for monitoring compliance in the day to day practices of salespersons and quality assurance of sales

RESPONSE: One of Just Energy's internal control measures is our process of monitoring the compliance of the marketing activities of its sales force. The CCR department is responsible for determining whether a salesperson is in compliance with internal policies and other regulatory or legal requirements. CCR communicates on a regular basis with Regional Distributors, Operation Staff, multi-level Marketing Compliance Supervisor, multi-level Marketing Director, IRs and ICs. CCR also logs and investigates allegations from all internal and external sources, monitors sales activities of each salesperson, and imposes fines, commission claw backs and suspensions or terminates the contractual relationship with salespersons if necessary. CCR Specialists are required to conduct interviews with salespersons to obtain information and evaluate salespersons' knowledge and presentation against the approved training materials and Just Energy's business practices.

Additionally, through internal reports the CCR department is able to identify areas requiring improvement with salespersons. Please refer to Just Energy's response to question 4ix for information relating to these reports. This preventative approach for monitoring salesperson compliance exceeds legal and regulatory requirements.

In addition to the above and specifically in the case of multi-level marketing compliance, the CCR department works with the multi-level marketing Compliance Supervisor to ensure all IR allegations investigated by the CCR department are addressed and consequences they assessed are implemented in a timely manner.

The compliance monitoring activities conducted by the CCR department and the multi-level marketing Compliance Supervisor are outlined in detail in the attached documents which are designated as confidential and labeled *COMPLIANCE MATRIX-ON-IC-RD-Nov 2013, Compliance Monitoring Ontario Exhibit4i, COMPLIANCE MATRIX-ON-IC-RD-May 2012 Exhibit4i, 6 Months IC Trending Report Exhibit4i, CCR MLM_1 1 FINAL 4_2_12 Exhibit4i, MLM Complaint Process Aid June 2012 Exhibit4i, MLM Compliant Resolution Process-June 2012 Exhibit4i* and *COMPLIANCE MATRIX MLM- IR (12-03-02) Exhibit4i*.

Regional offices will conduct daily meeting which will cover topics such as Just Energy's compliance processes and consequences of non-compliance. During these meetings, the Regional Distributor conducts role playing exercises to ensure that the sales presentation meets compliance and internal business standards.

Quality assurance activities are also conducted by Just Energy's Operations Department who monitor reports to ensure that all contracts imported into our system contain information in the appropriate format in the required fields. Information is provided to Just Energy's internal sales department in the event there are instances in which salespersons fail to or enter incorrect information in the required contract fields. Feedback is provided to the appropriate sales channel who then communicates same with the applicable salesperson.

Just Energy's document control approval process also serves as an internal control measure. Customer facing documents are tracked, version controlled and date-stamped. These materials include the review and approval of the Regulatory and Legal departments prior to publishing.

4ii. Use of group forums for sharing information on products, compliance and sales

RESPONSE: The CCR department relies on various means of communication to discuss products, compliance feedback and sales related updates. Primarily, Compliance relies of the use of emails, telephone calls and in person office visits. Emails are sent daily to sales offices detailing the content of inquiries received by customers. On a bi-weekly and as needed basis, the CCR department conducts phone discussions with Regional Distributors on the overall compliance performance of ICs under their leadership. The CCR Manager conducts office visits during which Just Energy's high standard for sales, compliance and marketing standards and consequences for non-compliance are discussed. A weekly meeting is conducted by the CCR Manager to discuss multi-level marketing compliance topics with the Director of Multi-Level Marketing Operations as well as the Multi-level Marketing Compliance Supervisor.

In addition, Just Energy makes available to IRs, online back-office website resources known as "M-Center" and "M-University". Here they can obtain information regarding Just Energy products, compliance rules and policies as well as market rules and regulations. In "M-Center" we provide all contact info to assist IRs, supportive documentation and a help desk with quick FAQs. "M-University" houses IR training documentation.

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4iii. Ongoing support for salespersons

RESPONSE: The CCR department has an "open door" policy in that ICs and Regional Distributors are welcomed to direct any compliance related matters and or questions to any member of our CCR staff. ICs are made aware of each allegation that is logged against their marketing activity. In cases where there is a consequence issued as a result of an inquiry, the CCR department sends to the IC's attention a letter detailing the allegation and requires that it is signed by the IC involved and remitted back to the CCR department. The purpose of this process is to ensure that ICs are made aware of inquiries made about their marketing activity and to stress the importance of upholding and maintaining high sales and compliance standards while marketing to consumers. The CCR department's contact information is included in the letter should the IC wish to discuss or ask questions relating to the allegation.

With respect to Just Energy's multi-level marketing structure, we advise that IRs have the opportunity during weekly sales calls and quarterly sales meetings to ask questions or raise topics of discussion. IRs seeking support also has the opportunity to contact Just Energy's Multi-Level Marketing Compliance and Customer Service Team .

4iv. QA of contract applications submitted by salespersons

RESPONSE: With respect to door-to-door sales, paper contacts are reviewed by Just Energy staff to ensure all appropriate fields are completed prior to their import into our system. As advised in response to question 4i, there are quality assurance activities that are conducted by Just Energy's Operations department who monitor reports to ensure that all contracts imported into our system is in the appropriate format in the required fields. Information is provided to the applicable sales channel in the event there are instances in which salespersons fail to or enter incorrect information in the required contract fields. In the event there are salespersons who are repeatedly failing to or entering incorrect information; data relating to the same is forwarded to the CCR department for investigation.

4v. Assessment of salespersons performance and ensuring adherence to performance standards

RESPONSE: The Sales department monitors the activities of the sales offices. In addition, the CCR Department has direct communication with the Sales department, Sales Offices and multi-level Marketing Supervisor and Director of Operations as noted in 1ii, 4i and 4iv.

4vi. Communication methods and frequency between supplier / Sales Distributor and supplier / salespersons, Sales Distributor / salesperson - regular and adhoc

RESPONSE: Just Energy has frequent communication with its salespersons as reflected in the responses provided to questions 3ii, 4i and 4ii.

4vii. In field monitoring and assessment

RESPONSE: In field monitoring is conducted by the Crew Coordinator of the specific individual salesperson to ensure that the Just Energy's high compliance standard and sales process is upheld.

4viii. Shadowing

RESPONSE: Information related to shadowing is provided in response to questions 2iv and 3ii. Also, as indicated in response to questions related to Just Energy's compliance processes, field shadowing is a form of remedial action assessed by Just Energy's CCR department in response to consumer feedback relating to salesperson conduct.

4ix. Types of reporting in place to monitor salesperson and Sales Distributor complaints

RESPONSE: The CCR department uses various reports to capture and monitor allegations related to salesperson conduct. The purpose of these reports is to also ensure that Regional Distributors and internal sales departments are aware of and are informed about IC performance according to Just Energy's internal and Regulatory marketing standards. See below an outline of some of these reports.

Daily Report – the Daily report provides a breakdown of salesperson related feedback that were logged in our complaint management system ("CARE") from the previous day. The report contains details of the feedback including the classification, the incident date (the date the salesperson visit took place/date the contract was signed) and complaint date (date the complaint was logged into the system/date the complaint was made to Just Energy), as well as the description comments (details of the complaint). The report is distributed to the Regional Distributors, the CCR department and internal Sales department on a daily basis.

IC Strike Count Report - The purpose of the "IC Strike Count" Report is for the reader (Mainly Regional Distributors) to have a clear synopsis of the total strikes issued & classification type per IC logged within a 12 month rolling period. The report also serves as a tool to assist the Regional Distributor in immediately addressing and coaching ICs that may be heading towards termination of their ICA. This report is sent weekly (or as requested) to the Regional Distributors and the internal Sales department.

Trending Report - The IC trending report provides a rolling 6 month count of complaints logged against ICs. The report only includes IC with an Active or Suspended status that has received 4 or more complaints in the reporting period. The report is created bi-weekly and sent to

the CCR Specialists for review. The CCR Specialist reviews the report to identify complaint type trending and discuss their findings with the Regional Distributor and internal Sales department during the prescheduled bi-weekly conference call.

IR Disputed Enrollment Report - This is an auto generated report which outlines any disputed enrollment complaints logged in CARE the previous day. All IRs appearing in the report are suspended pending investigation.

Six Months Sales Channel Report - This report is distributed by CCR on a weekly basis. It outlines the allegation ratio (# of salesperson related complaints/# of contracts submitted). The report is dynamic in that if a complaint is received in January relating to a contract signed in November, the ratio for November will be subjected to change as a result.

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4x. Policies and procedures to incent compliant behavior

RESPONSE: Please refer to responses to questions 1iv; 1v; 2iv; 2v; 3i; 3ii; 4i, 4ii, 4iii; 4iv, 4v; 4vii; and 4viii. Just Energy's policy with respect of door-to-door sales is that a contract is deemed valid if it is properly completed, signed by the customer, approved by Just Energy Ontario L.P. and where required is verified by the customer. To incent compliant behavior, Just Energy offsets against future commissions the amount equal to the commission advanced for a contract that is subsequently determined not to be a valid contract, an amount equal to the commission advanced for any valid contract that is subsequently cancelled.

Just Energy's reconciliation commission payment structure acts as a disincentive for non-compliant behavior in that it is not given out until the contract has flowed for 60 days. Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted valid contract.

Just Energy also reserves the right make deductions and/or offset against an IC's future commissions any amounts that have been paid or advanced by Just Energy with respect to a contract that is subsequently cancelled or determined not to be a valid contract.

In addition, Just Energy also incents compliant behavior by awarding, on a bi-annual basis, two ICs with a Positive Feedback Award. Feedback from consumers, who have had a positive experience in terms of their interaction with a salesperson, is forwarded to the CCR department through the CARE system. The CCR department validates the positive experience and issues the sales person a positive feedback certificate. On a bi-annual basis, a draw is conducted with the names of all the salespersons who have been awarded a certificate.

Just Energy also has a Positive Compliance Incentive program ("PCI") which is managed by the CCR department. The program applies to door to door IC marketing to the low volume residential and commercial consumers.

The objective of the program is to incent and reward ICs and Sales Offices for achieving and maintaining a compliance ratio which exceeds expectations. The PCI rewards ICs who achieve and/or maintain a compliance ratio of 0.5% or lower over each quarterly period measured, and Regional Sales Offices with an overall Compliance Ratio of 0.5% or lower over each quarterly period measured. Eligible ICs must have submitted a minimum of 100 new sales contracts during the period measured to qualify. Eligible Regional Sales Offices must have submitted a total of 650 new sales contracts during the period measured to qualify.

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4xi. Those in place to deter or discipline breaches of non-compliant behavior

RESPONSE: Before a salesperson can actively market on behalf of Just Energy they must first sign an Agreement which includes standards by which they must conduct their marketing activity. As part of these standards, salespersons are expected to adhere to the compliance matrix. The compliance matrix is used to discipline non-compliant behavior and essentially deter salespersons from engaging in same. As noted in the response to question 4v, depending on the investigation results, validity determined by the CCR specialist and classification of the feedback logged, Compliance will assess a consequence in accordance to the Compliance matrix. The consequences are assessed on a 12 month rolling basis based on the complaint date. Certain complaints result in immediate termination (i.e. Fraud,) and others are assessed penalties under a strike rule, and others result in assessment of points with consequences assigned at various point thresholds.

Similarly and with respect to the door-to-door sales structure, in efforts for the Regional Distributors to encourage compliant behavior/marketing, compliance devised a Regional Distributor Compliance matrix. The Regional Distributor compliance matrix works in conjunction with the IC matrix in that, when an IC is issued a penalty, a penalty is also issued to its regional distributor. Detailed information relating to Just Energy's deterrence and discipline of non-compliant behavior can also be found in response to question 4i.

5. Complaint handling processes in relation to salespersons:

i. Documented process

RESPONSE: Please see the documents attached in response to question 4.i.

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5ii. Investigation of complaints with salespersons

RESPONSE: The data that addresses this response is contained in the documents attached in response to question 4i.

5iii. Processes to identify need for specific training and/or coaching or remedial action

RESPONSE: The data that addresses this response is contained in the documents attached in response to question 4i.

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5iv. Timelines to execute appropriate action

RESPONSE: The CCR department investigates all IC related feedback logged by customer service and external parties including the Ontario Energy Board. As part of the investigation process, compliance will review the narrative and the classification assigned to the feedback. Depending on the investigation results, CCR will determine the case as one of three possible validities (verified, indeterminable or refuted) and will assign a consequence based on the Ontario compliance matrix in response to question 4i. In order to implement the penalty, compliance executes a "batching" process every 7 days. Batching essentially implements the monetary deductions appends consequences to the IC's record and generates allegation letters.

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5v. Record keeping related to training, remedial training and where necessary, discipline of salespersons

RESPONSE: All salesperson related feedback is logged in a complaint management system known as CARE. When an IC feedback is logged, it generates a CARE case for compliance to investigate. CARE houses complaints indefinitely and gives the CCR department the ability to capture salesperson marketing complaint history. Each CARE case also captures the validity and consequences assessed. The reports mentioned in response to question 4i are generated using data housed in CARE. As such, CARE is the CCR department's primary source for record keeping as it provides the CCR department with detailed information of the salesperson complaint history and consequences assessed which in turn provides a synopsis of the salesperson marketing activity.

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U/A #10

DISTRIBUTOR SERVICES AGREEMENT

This Services Agreement is effective as of [date: month/day/year], among:

Just Energy Corp. ("JEC"), a corporation incorporated pursuant to the laws of Ontario, and **Just Energy Ontario L.P.,** acting by and through its general partner Just Energy Corp. ("JEOLP"), a limited partnership under the laws of Ontario

(individually or collectively, as applicable, **"JUST ENERGY"**);

- and -

[name of Service Provider] a corporation incorporated pursuant to the laws of Ontario.

(the "Service Provider")

- and -

[name of individual who is entering into the agreement on behalf of Service Provider] in his personal capacity, an individual residing in Ontario

(the "Principal")

RECITAL

A. JUST ENERGY wishes to retain the Service Provider to provide the Services (as defined herein) and the Service Provider wishes to provide the Services to JUST ENERGY. The Principal is the President or CEO of the Service Provider.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

(1) In this Agreement:

(a) "**Affiliate**" or **"affiliate"** of any Entity means any other Entity who directly or indirectly controls, or is controlled by, or is under common control with, such Entity.

(b) "**Applicable Law**" means the legislation, common law, constitutional law, regulations, bulletins, directives, policies, ordinances, codes and the like applicable in any way to any matter that may arise in the course of the parties

fulfilling their obligations under this Agreement in any jurisdiction in which the Service Provider or the Principal currently or in the future provides services to JUST ENERGY or its Affiliates.

(c) **"Business Days"** means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business.

(d) "**Code of Conduct**" means a code of conduct for Independent Contractors as may from time to time be provided to the Service Provider by JUST ENERGY or its Affiliates, and as may be amended from time to time.

(e) "**Contract**" means a contract for the supply of natural gas, electricity, carbon offset credits, renewable certificates or any other product offered by JUST ENERGY to customers of JUST ENERGY or its Affiliates.

(f) "**Effective Date**" has the meaning ascribed thereto in paragraph 2.1.

(g) **"Entity"** is to be broadly interpreted and will include an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a trust, an incorporated organization and a joint venture.

(h) **"Handling"** means to access, receive, collect, use, store, process, record, disclose, transfer, retain, manage or otherwise handle.

(i) "**Independent Contractor**" means a marketing contractor retained to perform marketing services for the benefit of JUST ENERGY or its Affiliates.

(j) "**Independent Contractor Agreement**" means an agreement between an Independent Contractor and JUST ENERGY to provide services to JUST ENERGY on behalf of it or its Affiliates, the form of which has been prepared and provided by JUST ENERGY or an Affiliate thereof.

(k) **"Just Energy Personal Information"** means all Personal Information (including Personal Information of JUST ENERGY customers) collected or accessible to the Service Provider or Principal in the course of providing the Services.

(l) **"Personal Information"** means information about an identifiable individual or other information that is subject to any Privacy Law.

(m) **"Privacy Law"** means all federal, provincial, state, municipal or other applicable statutes, laws or regulations of any governmental authority in any jurisdiction governing the Handling of Personal Information, including the *Personal Information and Protection of Electronic Documents Act* of Canada.

(n) "**Services**" has the meaning given to it in Section 3.1.

(o) "**Valid Contract**" has the meaning given to it in Section 3.2(1).

Section 1.2 Extended Meanings

(1) Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term "including" means "including without limitation".

(2) Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

(3) For the purposes of this Services Agreement, one body corporate shall be deemed to be affiliated with another body corporate if, but only if, one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is, directly or indirectly, controlled by the same entity.

(4) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

Section 1.3 Schedules

(1) The following Schedules are attached to and form part of this Agreement:

Schedule "A"	Commission Rates for each jurisdiction or area in which the Service Provider is providing or may provide services; and
Schedule "B"	Compliance Contribution Cost Matrix.

ARTICLE 2 – EFFECTIVE DATE

Section 2.1 Effective Date

(1) The Effective Date of this Agreement is the date first specified above.

(2) The parties agree that this Agreement shall commence and be effective as of the Effective Date and that all rights and obligations shall be in full force and effect from and after the Effective Date.

(3) This Agreement shall supersede and replace the terms and conditions of any contracts or marketing agreements the Service Provider and/or Principal had with JUST ENERGY or their respective subsidiaries, prior to the Effective Date, with the exception of continuing confidentiality, fiduciary and privacy obligations under such agreements. The Service Provider and Principal hereby waive any entitlement to any termination payments or reinstatement under any prior agreements.

ARTICLE 3– RETAINER OF SERVICE PROVIDER

Section 3.1 Service Retainer

(1) JUST ENERGY hereby retains the Service Provider and the Service Provider hereby agrees to provide the services described below (the "**Services**") in the Province of Ontario, or in such province that JEC, or an Affiliate thereof, may designate from time to time, in accordance with the terms of this Services Agreement and consistent with the highest standards of integrity with respect to representations to the public on behalf of JUST ENERGY and its affiliates:

(a) with the approval of JUST ENERGY, to advertise for and interview, recruit, educate, motivate and guide the activities of Independent Contractors;

(b) through the Independent Contractors, to solicit Contracts using forms and solicitation material approved and supplied by JUST ENERGY or its Affiliates;

(c) to ensure that each Independent Contractor executes an Independent Contractor Agreement;

(d) to submit to JUST ENERGY completed contract forms for Contracts obtained by the Independent Contractors on a weekly basis in accordance with JUST ENERGY's practice as determined from time to time;

(e) to ensure that Independent Contractors use the highest standards of integrity in soliciting Contracts;

(f) to regularly report to JUST ENERGY any material breach by Independent Contractors with respect to the Independent Contractor obligations set out in each of their Independent Contractor Agreements;

(g) to ensure that the Independent Contractors orally advise each customer of the material terms of the Contract prior to it being signed by the customer; and

(h) to implement the compliance materials provided to the Service Provider by JUST ENERGY from time to time.

(2) The Service Provider agrees to read, and to ensure that all Independent Contractors read and, where required, sign, any applicable Code of Conduct.

(3) The Service Provider, the Principal and JUST ENERGY agree that:

(a) the Independent Contractors are independent contractors of JUST ENERGY or an Affiliate thereof, as the case may be, and not independent contractors of the Service Provider or the Principal;

(b) JUST ENERGY may engage other service providers to provide the same or similar services to JUST ENERGY as the Services in the same jurisdiction(s) in which Service Provider is or will be engaged to provide the Services;

(c) this Services Agreement is restricted to the Province of Ontario or such province as JUST ENERGY or an Affiliate thereof may designate from time to time;

(d) the Service Provider does not have exclusive status as a service provider to JUST ENERGY or any of its Affiliates for any jurisdiction; and

(e) the Service Provider and the Principal will comply with all directions of JUST ENERGY or its Affiliates with respect to the marketing of Contracts, including a decision by JUST ENERGY or any Affiliate thereof that the Service Provider and/or the Principal cease or limit such marketing for any specified: (i) period of time, (ii) area, (iii) number of Contracts, (iv) number of residential customer equivalents, or (v) number of Independent Contractors.

(4) The Service Provider shall communicate, at least weekly, and immediately where a matter material to JUST ENERGY arises, with the Executive Vice President, Sales or the Senior Vice President, Regional General Manager, Canada of JUST ENERGY, or with such person designated by such persons from time to time, respecting the Service Provider's obligations pursuant to this Agreement.

(5) Neither this Agreement, nor any provision hereof, is to be interpreted as giving any franchise right to any of the parties hereto.

Section 3.2 Compensation

(1) The Service Provider will be paid on a commission basis only, in accordance with the commission rates set out in Schedule "A" attached hereto. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend the commission rates and replace Schedule "A" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended commission rates being provided to the Service Provider, such amended commission rates shall become the commission schedule attached as Schedule "A" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "A" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any commission amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services. Commission is payable only for Contracts that are properly completed, signed by the customer, effective in accordance with Applicable Law, approved by JUST ENERGY and/or any Affiliate (including, where applicable, approved for credit), approved by the applicable local utility, and not cancelled by the customer (each a "**Valid Contract**"). The Service Provider and the Principal understand and agree that JUST ENERGY or any Affiliate thereof retain the sole and unfettered discretion to reject any Contract submitted (whether by an Independent Contractor, the Principal or the Service Provider).

(2) The Service Provider shall be solely liable to pay any amounts to the Principal for services rendered to the Service Provider by the Principal.

(3) JUST ENERGY is entitled, in its sole and absolute discretion, to reduce commissions otherwise payable to the Service Provider, recover moneys already paid to the Service Provider, or deduct amounts from amounts payable to the Service Provider in accordance with Schedule "B" attached hereto, in any of the following circumstances:

(a) if the Service Provider or the Principal breach their respective obligations under this Services Agreement, the Code of Conduct or Applicable Law;

(b) a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or paid commission to the Service Provider is cancelled by a customer, JUST ENERGY or a JUST ENERGY Affiliate, within 180 days of the delivery of the product to the customer (e.g. the flow of natural gas or power to the customer's premises), or such later date if the cancellation is a result of an alleged breach of Applicable Law or if the Contract is in respect of a customer; or

(c) a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or paid or would normally advance or pay commission to the Service Provider, was obtained by an Independent Contractor who has attained a specified number of compliance points or complaints in accordance with Schedule "B" attached hereto, by the amount indicated on said Schedule. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend and replace Schedule "B" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended Schedule "B" being provided to the Service Provider, such amended rates shall become the schedule attached as Schedule "B" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "B" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services.

(4) The Service Provider understands and agrees that JUST ENERGY may advance potential commission prior to a Contract becoming a Valid Contract. Where potential commission has been advanced or paid for a Contract that is not or ceases to be a Valid Contract, the Service Provider agrees and understands that an amount equal to such advanced or paid potential commission will be deducted from, or set off against, future commissions and may also be collected by other means available at law.

(5) The Service Provider understands and agrees that neither it nor any of its employees, contractors, agents, principals, officers or agents will be reimbursed by JUST ENERGY or its Affiliates for transportation, accommodation, food or any other expenses incurred by it.

Section 3.3 Status of the Service Provider and the Principal

(1) The Service Provider shall, for all purposes, be an independent contractor of JUST ENERGY and not an officer, director, partner, franchisee, or employee of JUST ENERGY or any Affiliate thereof. There is not and will be no employer/employee relationship between JUST ENERGY or any affiliate thereof on the one hand and the Service Provider on the other hand, nor between JUST ENERGY or any affiliates thereof on the one hand and the Principal on the other hand. JUST ENERGY will not deduct or pay: income tax (provincial, municipal or federal, as may be applicable), unemployment insurance premiums (provincial, municipal or federal, as may be applicable), workers compensation premiums or contributions, disability plan premiums, government pension plan premiums, health taxes or premiums or any other similar amounts for the Service Provider or the Principal. The Service Provider and/or the Principal are solely responsible to make these payments, if required. The Service Provider and the Principal will not be treated as employees of JUST ENERGY or any of its affiliates for federal tax purposes. This Services Agreement and the relationship created herein does not qualify the Principal (or the Service Provider) for minimum wage, workers compensation or unemployment benefits. The Service Provider and the Principal hereby indemnify JUST ENERGY and its affiliates with respect to any obligations they may incur or become bound to pay with respect to the payment of any and all amounts that may be paid by JUST ENERGY or any of its affiliates on the Service Provider's and/or the Principal's behalf.

(2) The Service Provider shall be the employer of the Principal and shall ensure that the Principal is employed in the capacity of President or CEO of the Service Provider.

(3) The Service Provider, its employees and the Principal shall have no authority to act for, represent, bind, obligate or enter into any agreements of any kind on behalf of JUST ENERGY or any of its Affiliates, except as specifically provided herein. The Service Provider and the Principal shall not and shall cause any other employees of the Service Provider to not, represent that any of them is an officer, director, partner, franchisee or employee of, or in any way connected with, JUST ENERGY or any of its Affiliates, other than as specifically provided herein.

(4) The Service Provider and the Principal agree not to make any representation of any kind in respect of compensation of Independent Contractors without the express written approval of an officer of JUST ENERGY. The Service Provider and the Principal understand and agree that they and the Independent Contractors have control, independent of JUST ENERGY and its affiliates, over the times Contracts are solicited, the areas within which Contracts are solicited, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and the Code of Conduct.

Section 3.4 Independent Contractors

(1) Notwithstanding anything to the contrary contained herein, all Independent Contractors must enter into an Independent Contractor Agreement with the JUST ENERGY. Neither the Service Provider nor the Principal has any right to require any Independent Contractor to work with or be trained by either one of them notwithstanding that said Independent Contractor may have been recruited by, trained by, or worked with, the Service Provider or the Principal.

Neither the Service Provider nor the Principal has any right to terminate the Independent Contractor Agreements entered into by Independent Contractors.

Section 3.5 Indemnity

(1) The Service Provider and the Principal shall, severally and jointly, indemnify and save harmless JUST ENERGY, its Affiliates and their respective officers, directors, employees and agents (the "**Indemnified Parties**") from all losses, costs, charges, damages and expenses (including lawyer's fees) incurred by the Indemnified Parties as a result of or in connection with the performance of the Service Provider and/or the Principal of the Services provided hereunder or which may be claimed against the Indemnified Parties in relation thereto.

Section 3.6 Compliance with Applicable Law, Code of Conduct, etc.

(1) The Service Provider and the Principal agree not to make any representation on behalf of JUST ENERGY or its Affiliates that is not contained in the written material published by JUST ENERGY or its Affiliates from time to time and provided to the Service Provider. The Service Provider and the Principal understand that JUST ENERGY and its Affiliates have no affiliation with any government agencies or local utilities, and agree not to represent JUST ENERGY and its Affiliates as such and to ensure that Independent Contractors do not represent JUST ENERGY and its Affiliates as such. The Service Provider agrees to ensure that the Independent Contractors and the Principal display their respective photo identification tags when marketing for JUST ENERGY or any Affiliate thereof. The Service Provider and the Principal agree to comply with, and to ensure that the Independent Contractors comply with, Applicable Law and the Code of Conduct. The Service Provider and the Principal agree not to commit fraud, forgery, deceit, misrepresentation, and any other intentional or non-intentional tort, whether similar to the foregoing or not.

(2) The Service Provider and the Principal agree not to use or reference the JUST ENERGY name or logo, or those of any of any JUST ENERGY Affiliate, in any written or electronic communication, nor in any public forum, without prior written consent of an officer of JUST ENERGY or an Affiliate thereof.

(3) The Service Provider shall treat all persons with respect and fairness and act in a non-discriminatory manner. The Service Provider and the Principal shall not discriminate on the basis of any ground prohibited in the jurisdiction that the Service Provider is providing the Services. Such grounds typically include: age, physical or mental ability, sex, religion, social and ethnic background, race, marital status, sexual orientation and political persuasion. The Service Provider and the Principal are responsible for knowing the law in this regard and abiding by it when performing services for JUST ENERGY. Neither the Service Provider nor the Principal is permitted to use profanity against, bully, or otherwise mistreat JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers, or to otherwise act in an unprofessional manner. The Service Provider and the Principal may not verbally, physically, sexually, racially or otherwise harass any of JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers. The Service Provider shall report to JUST ENERGY or any Affiliate thereof any such behaviour of which it is aware by its employees, or other Independent Contractors.

Section 3.7 Privacy

(1) As part of its Services, the Service Provider shall:

(a) Handle all JUST ENERGY Personal Information in accordance with all Privacy Laws;

(b) perform its obligations under this Agreement in a manner that will enable JUST ENERGY to comply with Privacy Laws;

(c) provide to JUST ENERGY access to its hardware, software, systems and facilities ("Systems") upon reasonable notice and as required to enable JUST ENERGY to comply with its obligations under Applicable Law;

(d) if requested by JUST ENERGY, within five (5) Business Days from the date upon which the request was made by JUST ENERGY, either: (i) update, correct or delete the JUST ENERGY Personal Information or Personal Information in the Systems or modify the individual's choices with respect to the permitted use of such JUST ENERGY Personal Information or Personal Information; or (ii) provide JUST ENERGY access to the Systems to enable it to perform the activities described in clause (i) itself;

(e) if Service Provider receives a request for access to JUST ENERGY Personal Information from a government entity: (i) immediately notify the JUST ENERGY privacy representative of such request by telephone; (ii) notify the JUST ENERGY privacy representative of such request in writing within two (2) Business Days of receipt of the request; and (iii) immediately respond to any such request only by stating that such referral has been made to the JUST ENERGY privacy representative;

(f) if JUST ENERGY is required by any Privacy Law to provide JUST ENERGY Personal Information to any governing authority the Service Provider will provide such JUST ENERGY Personal Information to JUST ENERGY before the deadline(s) for which such JUST ENERGY Personal Information must be provided to enable JUST ENERGY to comply with any deadlines applicable under such Privacy Law;

The JUST ENERGY privacy representative can be contacted at:

JUST ENERGY
6345 Dixie Road, Suite 200
Mississauga, Ontario
L5T 2E6
Attention: Legal Department, Privacy Officer
Phone: 905-795-4233
Fax: 905-564-6069

(g) immediately notify JUST ENERGY if Service Provider or Principal receives notice from any government authority alleging that JUST ENERGY or Service Provider or Principal has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Service Provider or Principal otherwise becomes aware that Service Provider or Principal or JUST ENERGY may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement;

(h) at JUST ENERGY'S direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including the Canadian privacy commissioner and any other applicable governmental authority;

(i) provide reasonable assistance to JUST ENERGY in responding to and addressing any complaint relating to the Service Provider's or Principal's Handling of JUST ENERGY Personal Information in the course of the performance of the Services; and

(j) retain all JUST ENERGY Personal Information for two (2) to four (4) months, or as required by law, and at the expiry of such time period return or destroy all JUST ENERGY Personal Information in accordance with Privacy Laws.

ARTICLE 4– TERM AND TERMINATION

Section 4.1 Term

(1) The parties acknowledge that the Term of this Agreement begins on the Effective Date and, subject to Section 4.2 herein, will renew automatically on an annual basis for further one (1) year terms thereafter, each a "Renewal Term."

Section 4.2 Termination

(1) ***Without Cause.*** Any party hereto may terminate this Services Agreement for any reason whatsoever and without any cause whatsoever and without any damages becoming payable at any time upon 30 days' prior written notice (or payment in lieu thereof if JUST ENERGY terminates this Agreement, such payment to be equal to the amount received by the Service

Provider from JUST ENERGY in the 30 days prior to termination, less any "loyalty" or "residual" payments). If any party terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall be entitled to all commission earned as of the date of termination. If JUST ENERGY terminates this Services Agreement without cause during the term, the Service Provider shall also be entitled to "loyalty" payments, but not "residual" payments, on Valid Contracts obtained prior to the date of the termination, notwithstanding that this Services Agreement will have been terminated at the date such "loyalty" payments would be paid. Said payments will be paid when, but for the termination, such payments would have been paid (and not at the time of termination). If the Service Provider terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall not be entitled to any "loyalty" or "residual" payments not yet paid. All payments referenced herein are conditional upon the receiving party continuing to uphold contractual obligations that survive termination of this Services Agreement.

(2) ***With Cause.*** JUST ENERGY may terminate this Agreement without notice in the event of any one of the following, each of which shall be considered to be for cause:

(a) a breach of this Agreement by the Service Provider or the Principal;

(b) a breach of Applicable Law or the Code of Conduct by the Service Provider or the Principal;

(c) a trend of allegations of breaches of Applicable Law or the Code of Conduct by an Independent Contractor obtained by the Service Provider if the Service Provider fails to take reasonable action against such Independent Contractor;

(d) the failure of the Service Provider to submit to JUST ENERGY a reasonable number of Valid Contracts. The Service Provider agrees that it will have failed to submit a reasonable number of Valid Contracts if, in a given quarter, the Service Provider submits less than 80% of the number of Valid Contracts submitted in the previous quarter; or

(e) the bankruptcy or insolvency of the Service Provider or the Principal.

If this Services Agreement is terminated in accordance with this Section 4.2(2), the Service Provider shall not be entitled to any further payments, commission, bonuses, incentives or prizes, whether monetary or non-monetary, of any kind whatsoever, notwithstanding anything to the contrary that may be set out in Schedule "A" attached hereto in place at the time of termination.

Section 4.3 Return of Property

(1) In the event of termination of this Services Agreement for any reason whatsoever, the Service Provider and the Principal shall return to JUST ENERGY all Contracts, forms of Contracts, all material related to any customer or Independent Contractors of JUST ENERGY or any Affiliate thereof, and all material created by, and all information and property of, JUST ENERGY and its Affiliates. The Service Provider and the Principal shall forthwith vacate any premises leased by JUST ENERGY or an Affiliate thereof that had been used by Service Provider.

ARTICLE 5 – NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY

Section 5.1 Non-Competition

(1) In consideration of the provision by JUST ENERGY to Service Provider and Principal of proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, engage in, whether as principal, agent, partner, employee, independent contractor, lender, investor, guarantor or otherwise:

(a) the marketing, solicitation and/or sale, by any means whatsoever, of any contracts relating to electricity or natural gas, carbon offsets, renewable energy certificates, water heaters or HVAC systems (collectively, "Contracts") to the public in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business;

(b) the motivation or co-ordination of salespersons engaged in the sale or marketing of Contracts in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business; or

(c) any other aspect of the business, the sale or marketing of, or the motivation and co-ordination of persons engaged in the sale or marketing of, any other products or services offered by JUST ENERGY or any of its Affiliates, in which the Service Provider or the Principal have been in any way involved, and in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business.

(2) This Section 5.1 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.

(3) Should any of the terms set forth in this Section 5.1 relating to time, geographical area, or scope of activity be determined by a court to impose a greater restraint than is reasonable to protect JUST ENERGY's goodwill or other business interests, then such term or terms shall be reformed only to the extent necessary to cause the restrictions herein to be reasonable.

Section 5.2 Non-Solicitation

(1) In consideration of the provision by JUST ENERGY to Service Provider and Principal of proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, with or without cause, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, employ, retain as an independent contractor, or solicit any Independent Contractor or JUST ENERGY employee or an employee of an Affiliate of JUST ENERGY to work for or provide services to the Service Provider or the Principal or any entity with which the Service Provider or the Principal is in any way associated. During the term hereof, and for one (1) year following the

termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, or related party or parties providing services to them, shall, directly or indirectly, engage in discussions of any nature whatsoever with a view to inducing or enticing any customer of JUST ENERGY or any of its Affiliates to terminate its relationship with JUST ENERGY or any of its Affiliates or to enter into a relationship with the Service Provider or the Principal, or any companies affiliated with the Service Provider or the Principal.

(2) This Section 5.2 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.

Section 5.3 Confidentiality

(1) Except for such disclosure as is required by Applicable Law, the Service Provider and the Principal agree to maintain in the strictest confidence, both during the term of this Services Agreement and afterwards, all information relating to the transactions, business and affairs of JUST ENERGY and its Affiliates and all information relating to any customers, agents, contractors, employees, officers and directors of JUST ENERGY and any of its Affiliates, except for such information that is publicly available. The Service Provider and the Principal agree that this duty of confidentiality shall remain in force for the maximum period permitted by law, including indefinitely if permitted by law. This paragraph shall survive termination of this Agreement indefinitely.

Section 5.4 Remedies

(1) The Service Provider and the Principal agree that the remedy at law for any breach of any provisions of Section 5.1, Section 5.2, and/or Section 5.3 is inadequate and that, in addition to any other remedy available at law, JUST ENERGY shall be entitled to temporary and permanent injunctive relief against the Service Provider and/or the Principal for any such breach without the necessity of proving actual damage to JUST ENERGY or its affiliates.

ARTICLE 6 – REPRESENTATIONS, WARRANTIES

Section 6.1 Representations and Warranties of the Service Provider and the Principal

(1) The Service Provider hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of the Service Provider enforceable against it in accordance with its terms.

(2) The Principal hereby represents and warrants that the Principal is at least 18 years of age and has made an independent decision to enter into this Services Agreement based solely upon the Principal's own judgment and upon advice from such advisers, including legal advisers, that the Principal has deemed necessary.

Section 6.2 Representations and Warranties of JUST ENERGY

(1) JUST ENERGY hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of JUST ENERGY enforceable against it in accordance with its terms.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Notices

(1) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile, other electronic format or by hand-delivery as hereinafter provided. Notices and other communications shall be addressed as follows:

(i) if to the Service Provider and/or the Principal:

[Address of service provider]

(ii) if to JUST ENERGY:

c/o JUST ENERGY
6345 Dixie Road, Suite 200
Mississauga, Ontario, CANADA
L5T 2E6

Attention: Director, Sales Operations
Fax Number: 905.564.6069

All such notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all notices shall be given by personal delivery or by facsimile transmission.

Section 7.2 Further Assurances

(1) Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Services Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Services Agreement.

Section 7.3 Governing Law

(1) This Services Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties agree to attorn exclusively to the jurisdiction of the Province of Ontario. Notwithstanding the foregoing, Applicable Law as defined herein is the law applicable in the particular jurisdiction where services are being provided.

Section 7.4 Entire Agreement

(1) This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings.

Section 7.5 Severability

(1) Any provision of this Agreement that is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

Section 7.6 Waivers

(1) No waiver of any provision of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

Section 7.7 Amendments

(1) Other than any amendment to Schedules "A" or "B", as provided herein, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement.

Section 7.8 Assignment and Enurement

(1) Subject to the right of JUST ENERGY to assign this Agreement to any of its Affiliates, none of the parties may assign this Agreement without the prior written consent of the other parties. If JUST ENERGY assigns this Agreement to an Affiliate thereof, it or the affiliate has the right to designate the province in which the Services shall be provided. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

Section 7.9 Legal Advice

(1) The Service Provider and Principal acknowledge having had an opportunity to seek independent legal advice prior to executing this Agreement.

Section 7.10 Counterparts and Facsimile

(1) This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. A party's transmission by facsimile or other electronic format of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

The parties have executed this Agreement as of the Effective Date.

Just Energy Corp.

By: _____

Name:
Title:
I have authority to bind the corporation

Just Energy Ontario L.P. by and through its general partner, Just Energy Corp.

By: _____

Name:
Title:
Authorized officer.

[Name of Service Provider]

By: _____

Name:
Title:

WITNESS	**PRINCIPAL**
Signature: _____	**Signature:** _____
Name:	**Name:**

1274

SCHEDULE "A"

COMMISSION RATES

(see attached)

SCHEDULE "B"

COMPLIANCE COST MATRIX

(see attached)

1276

U/A #12

Katie Gorman

From:	Nola Ruzycki </O=OESC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=NRUZYCKI>
Sent:	December-06-13 7:01 PM
To:	Chris Marijan (Chris.Marijan@ontarioenergyboard.ca)
Cc:	Barbara Robertson (Barbara.Robertson@ontarioenergyboard.ca); Frances Murray
Subject:	Just Energy Response to In Person Sales Inspection notification Received October 31, 2013 Part 2
Attachments:	Just Energy Process of Background checks in Ontario Exhibit#2ii.pdf; Just Energy Bkrd Check Matrix Exhibit#2ii.pdf; Ontario IC Business Card Exhibit#2vi.pdf; MLM Business Card Exhibit2vi.pdf; MLM Online Badge Exhibit2vi.pdf; MLM Printed Badge Exhibit 2vi.pdf; OEB Badge template Exhibit#2vi.pdf; Just Energy Door-to-Door Sales Scripts_Exhibit2vii.zip; Just Energy Door-to-Door Welcome Call Scripts_Exhibit2vii.zip; Just Energy MLM Scripts Exhibit2vii.zip

Chris,

Please find attached Just Energy's Response to Board Staff In Person Sales Compliance Inspection. This is Part 2 of 4.
Regards,
Nola

Nola Ruzycki
Vice President, Regulatory Affairs

T 403-462-4299 | F 905-564-6069
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail nruzycki@justenergy.com | **Web** justenergy.com

Integrity | Innovation | Customer Centricity | Responsibility | Commitment | Excellence

Just Energy is a green, clean company. Be part of our mission. Think before you ink.

This communication may be privileged and contain confidential information intended only for the person(s) to whom it was intended to be sent. Any unauthorized disclosure, copying, other distribution of this communication, or taking any action on its contents is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message without reading, copying, or forwarding it to anyone.

From: Chris Marijan [mailto:Chris.Marijan@ontarioenergyboard.ca]
Sent: Thursday, October 31, 2013 8:46 AM
To: Nola Ruzycki
Cc: Barbara Robertson
Subject: In Person Sales Inspection notification

Nola, please see attached letter and information request regarding the commencement of an In Person Sales Inspection.

Regards,

1278

Chris

Chris Marijan
Policy Advisor, Retail Markets and Compliance Management
Compliance and Consumer Protection
Ontario Energy Board
2300 Yonge Street, 27th floor
Toronto, Ontario M4P 1E4

Tel: 416 440 7697
Fax: 416 440 7656
Email: chris.marijan@ontarioenergyboard.ca
www.ontarioenergyboard.ca

For general enquiries please contact the Market participant Hotline at: Market.Operations@ontarioenergyboard.ca

* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other Act.

This electronic transmission, including any accompanying attachments, may contain information that is confidential, privileged and/or exempt from disclosure under applicable law, and is intended only for the recipient(s) named above. Any distribution, review, dissemination or copying of the contents of this communication by anyone other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by return e-mail and permanently delete the copy you have received.

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1279

Katie Gorman

From: Nola Ruzycki </O=OESC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=NRUZYCKI>
Sent: December-06-13 7:01 PM
To: Chris Marijan (Chris.Marijan@ontarioenergyboard.ca)
Cc: Barbara Robertson (Barbara.Robertson@ontarioenergyboard.ca); Frances Murray
Subject: Just Energy Response to In Person Sales Inspection notification Received October 31, 2013 Part 3
Attachments: JE D-to-D Orientation Process Exhibit 3i.zip; MLM_PresentingToRepsAndCustomers Exhibit3ii.pdf; MLM TrademarksIPUse Exhibit3ii.pdf; MLM WebsitesAdvertisting Exhibit3ii.pdf; MLM_EnrollingCustomers Exhibit3ii.pdf; ON New Business iPad Overview V2.0 Exhibit 3iv.pdf; COMPLIANCE MATRIX MLM- IR (12-03-02) Exhibit4i.pdf; CCR MLM_1 1 FINAL 4_2_12 Exhibit4i.vsd; 6 Months IC Trending Report Exhibit4i.pdf; COMPLIANCE MATRIX-ON-IC-RD-Nov 2013 Exhibit4i.pdf; COMPLIANCE MATRIX-ON-IC-RD-May 2012 Exhibit4i.pdf

Chris,

Please find attached Just Energy's Response to Board Staff In Person Sales Compliance Inspection. This is Part 3 of 4.
Regards,
Nola

Nola Ruzycki
Vice President, Regulatory Affairs

T 403-462-4299 | F 905-564-6069
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail nruzycki@justenergy.com | Web justenergy.com

Integrity | Innovation | Customer Centricity | Responsibility | Enjoyment | Teamwork

Just Energy is a green, clean company. Be part of our mission. Think before you ink.

This communication may be privileged and contain confidential information intended only for the person(s) to whom it was intended to be sent. Any unauthorized disclosure, copying, other distribution of this communication, or taking any action on its contents is strictly prohibited. If you have received this message in error, please notify us immediately and delete this message without reading, copying, or forwarding it to anyone.

From: Chris Marijan [mailto:Chris.Marijan@ontarioenergyboard.ca]
Sent: Thursday, October 31, 2013 8:46 AM
To: Nola Ruzycki
Cc: Barbara Robertson
Subject: In Person Sales Inspection notification

Nola, please see attached letter and information request regarding the commencement of an In Person Sales Inspection.

Regards,
Chris

Chris Marijan
Policy Advisor, Retail Markets and Compliance Management
Compliance and Consumer Protection
Ontario Energy Board
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For general enquiries please contact the Market participant Hotline at: Market.Operations@ontarioenergyboard.ca

* As a Board-appointed Inspector, I am collecting this information under the express authority of Section 107 of the *Ontario Energy Board Act, 1998*. Pursuant to Section 4.14 of the *Act*, the Board may collect personal information for the purposes of carrying out its duties and exercising its powers under this *Act* or any other Act.

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Katie Gorman

From:	Nola Ruzycki </O=OESC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=NRUZYCKI>
Sent:	December-06-13 7:02 PM
To:	Chris Marijan (Chris.Marijan@ontarioenergyboard.ca)
Cc:	Barbara Robertson (Barbara.Robertson@ontarioenergyboard.ca); Frances Murray
Subject:	Just Energy Response to In Person Sales Inspection notification Received October 31, 2013 Part 4
Attachments:	Compliance Monitoring Ontario Exhibit4i.pdf; MLM Compliant Resolution Process-June 2012 Exhibit4i.pdf; MLM Compliant Resolution Process-June 2012 Exhibit4i.pdf

Chris,

Please find attached Just Energy's Response to Board Staff In Person Sales Compliance Inspection. This is the final email Part 4 of 4.
Regards,
Nola

Nola Ruzycki
Vice President, Regulatory Affairs

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Integrity | Innovation | Customer Centricity | Responsibility | Enrichment | Excellence

Just Energy is a green, clean company. Be part of our mission. Think before you ink.

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From: Chris Marijan [mailto:Chris.Marijan@ontarioenergyboard.ca]
Sent: Thursday, October 31, 2013 8:46 AM
To: Nola Ruzycki
Cc: Barbara Robertson
Subject: In Person Sales Inspection notification

Nola, please see attached letter and information request regarding the commencement of an In Person Sales Inspection.

Regards,
Chris

1282

Chris Marijan
Policy Advisor, Retail Markets and Compliance Management
Compliance and Consumer Protection
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HAIDAR OMARALI
Plaintiff

-and-

JUST ENERGY GROUP INC. et al.
Defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 24, 2018

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Fax: 416 364 7813

Lawyers for the defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

July 5, 2018

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Lawyers for the defendants

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INDEX OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

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B.	Under Advisements from Examination for Discovery of Ravi Maharaj

TAB 1

TAB A

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP. and JUST ENERGY ONTARIO L.P.

Defendants

UNDERTAKINGS, UNDER ADVISEMENTS AND REFUSALS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ ON BEHALF OF JUST ENERGY GROUP INC., HELD ON JANUARY 25, 2018

UNDERTAKINGS

Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
1.	1161	281	If an independent contractor of Just Energy did not become an employee of Just Energy at the time of the employee conversion, to advise if they were sent a letter which terminated their contract.	No. The contracts were frustrated as a matter of law.
2.	1260-1263	302-303	To advise if a badging date is different than the date of signing the independent contractor agreement.	The badging date and the date of signing are the same date.
3.	1272-1275	305-307	To advise if the information provided for notice purposes includes anyone who had executed an independent contractor agreement within three weeks prior to January 1, 2012.	Yes. Our class spreadsheet included Independent Contractors that signed an ICA before January 1, 2012 and who were writing deals from January 1, 2012 onwards.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
4.	1273	305-306	If the information provided for notice purposes does not include anyone who executed an independent contractor agreement prior to January 1, 2012 and had a contract obtained at least within the three-week period prior to January 1, 2012, to provide that information.	See response above.
5.	1281-1282	308-309	To confirm if after November 28, 2016, individuals who executed independent contractor agreements for the commercial offices of Just Energy Corp., that were identified as not having converted to employees, were included in the list for notice purposes.	Not to our knowledge.
6.	1283	309	If any Just Energy independent contractors for the commercial offices that were identified as not having converted to employees after the conversion, November 28, 2016, were not included in the list for notice purposes, to provide their particulars.	Not to our knowledge.
7.	1326-1330	319-321	To identify the applicable versions of the permit handbook over the class period, specifically to identify and advise which version of the permit handbook was in force for 2012, 2013, 2014, 2015 and 2016.	The first version of the permit handbook was created on May 6th, 2015. Prior to May 2015 there was no permit handbook. Prior to that, excel spreadsheets were maintained that housed permit information. The versions of the permit handbook are as follows: V1 April 4th, 2015 V2 May 4th, 2015 V3 June 2015 V4 June 2016 V1.5 November 2016 (EA version)
8.	1361	326	To confirm if it is the Just Energy regulatory department that conducts permit research.	Yes. The Regulatory Affairs Specialist conducts permit research.
9.	1363-1367	326-327	To confirm if the regional distributors send permit research requests to the Just Energy regulatory department and if those research requests are sent, to advise if the regional distributors are charged just for making the request.	The regional distributors send permit research requests to the Regulatory Affairs Specialist. Regional distributors are not charged for making a request.
10.	1385-1386	331-332	To the extent there was an initiation of a permit requirement in a particular municipality, to advise when that was within the class period.	We are unable to advise at what point in time there were initiations of permit requirements in a particular municipality. These were constantly changing. There may have also been permit requirements in particular municipalities that the sales force was never made aware of , due to the fact that they may have not been selling in that municipality at the time of the initiation.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
11.	1424-1427	340	Regarding page 13 of document number JE00005689 "Submitting Permits", to advise who the individual is that monitors the email address onpermit@justenergy.com, what department they work in and what title they held over the class period.	Originally this responsibility was outsourced to Henry Corbin from Sitel (Panama). His title was Quality Assurance Coach and he worked in the Quality Assurance department . This responsibility was then transferred to Lucia Arrazola, Regulatory Affairs Specialist, Regulatory Administration Department and then transferred to Mahjabeen Choudhry, Regulatory Affairs Specialist.
12.	1452	346		
13.	1453	346		
14.	1480-1484	352-354		
15.	1485-1489	354-355	To advise what Anthony Fusco, Just Energy's install manager, would do with the monthly road trip planners once they were submitted.	Anthony would coordinate with installers to ensure customers received the products that they were sold and that they had their products properly installed in their homes.
16.	1513-1514	360		
17.	1521	361	To advise what products were being sold residentially door-to-door in 2012.	My Time/My Energy Predict-A-Bill
18.	1552-1556	368-369	Regarding document number JE00006002, to make inquiries with the Just Energy sales support department to confirm whether this document describes the process for acquiring an @justenergy.com email address.	Yes this document describes the process for acquiring a @justenergy.com email address.
19.	1572	372	To advise if, on the commercial side of Just Energy, there is anything that describes any leeway in the pricing that can be offered to a medium volume client and a high volume client.	For commercial customers, there was a price matrix. There were no pricing tiers for mid-volume customers.
20.	1626-1627	384		

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
21.	1667-1669	397	[illegible]	[illegible]
22.	1671	398	To advise whether prior to the conversion, sign-in sheets were put in place at the offices in accordance to what appears to be the process in document number JE00007614, the Just Energy Change of Status Memo dated December 3, 2015.	Yes. Prior to conversion the sign in sheets were put in place in accordance with this process.
23.	1672	398	To advise whether the definition of inactive, as described in document number JE00007614, the Just Energy Change of Status Memo dated December 3, 2015, is the definition that was operationalized as of the date of the memo or at some point over the class period.	The definition in the ICAs was operationalized as of the date of the memo and over the class period. The definition described in this document was however recommended where a sales representative had been away from the office without notification for 3-5 days. The purpose of this was so that Sales Operations could promptly address the change of status (primarily whether the sales representative was owed anything from Just Energy and/or whether Just Energy owed the sales representative any outstanding commissions).
24.	1674	399	To advise what Just Energy department or individual is responsible for creating the do-not solicit list.	The DNS list is a company wide process in which customer facing departments, including but not limited to CCR, CS, Legal, Sales, Regulatory, enter information into the do-not solicit database.
25.	1676	399	To advise who is authorized to edit the do-not solicit list.	Customer facing departments could enter information that would appear on the DNS Database; i.e. CCR, CS, Legal, Sales, Regulatory, etc.
26.	1700	402	To advise, over the class period, when iPads were first utilized by the class members for door-to-door residential solicitation.	Our data records show that iPad sales began as of December 2012.
27.	1715	405-406	To advise if there are Just Energy owned iPads that were provided to regional offices.	Yes there are.
28.	1717-1718	406	To provide the applicable version of the Just Energy iPad Live Energy Application for 2012, 2013, 2014, 2015 and 2016, if they have been created.	Our IT department advises that Just Energy no longer has access to the Live Energy application or any copies as it was owned by our a former third party service provider that we no longer have a relationship with.
29.	1727-1728	408	To advise when kiosk mode iPads were first implemented, at what offices, and how many at the offices.	They were implemented on January 1st, 2017 for all offices that were employee based.
30.	1749-1750	412-413	To inquire with Vanessa Anesetti, manager of compliance, as to what the IP address quality check is that is referenced in her email of April 22, 2014, document number JE00008146.	The IP address quality check was an internal process that was conducted to ensure that ICs were not fraudulently enrolling customers.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
31.	1763	415	Regarding document number JE00007610, the Just Energy iPad Live Energy Application, to advise what the available dispositions are.	The dispositions are: • Call back • Customer declined/not interested • Not interested • Incorrect address • Not home • Accepted deal- contract signed • Resend renewal package • Pre-data – send data to systems for a verification call before the acceptance takes place • No email • Do not solicit • Email renewal package • Lead
32.	1772-1773	417	To confirm if the screen shot on page 19 of document number JE00007610, the Just Energy iPad Live Energy Application, 3.4 Reports, is from the JEM management site.	Yes it is.
33.	1797	422	To advise who had access to the IC Trax report.	The Regional Distributor had access to view IC Trax for the Independent Contractors in his office. The National Distributor has access to view IC Trax for the Independent Contractors out of all of the offices he/she oversees. The IT, Sales and Operations departments had access to the IC Trax reports.
34.	1805	425	To inquire as to what is available in the IC Trax database, specifically, in terms of whether it is the entire class list that is in the database or only individuals that can be tracked.	Everyone who made a disposition on JEM would be in the database.
35.	1812	426	Regarding document number JE00006025, "MEMO: Burlington - GTG", to inquire if it was an Ontario Energy Board regulatory requirement that Just Energy not market south of the QEW.	It was not an Ontario Energy Board regulatory requirement that Just Energy not market south of the QEW.
36.	1815-816	427-428	Regarding document number JE00006025, to advise when Burlington became allowable to attend again without preapproval from marketing.	In August 2016 an internal decision was made to start selling in Burlington again. Once another complaint was received, Burlington was off limits again.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
37.	1817-1820	428-429	Regarding document number JE00009139, the email from Mr. Maharaj dated September 18, 2014 regarding "Sudbury (Cease Marketing / Permits)", to advise who would have had to secure the permit in order to continue marketing in the Sudbury area.	The ICs interested in selling in Sudbury would have to secure the permit in order to continue marketing in the Sudbury area.
38.	1860	436	To confirm with the renewal office how they communicated the list of individuals eligible for renewal, prior to the JEM management site.	They provided the names of leads on stickers, which would then be divided amongst the ICs.
39.	1862	437	To advise how renewals were communicated to the Independent Contractors in the field, outside of the JEM app and outside of the JEM management site.	The renewal office distributed leads to sale offices via the JEM application, however there were physical stickers if needed if an individual did not have an Ipad.
40.	1871-1872	438-439	To advise if Vanessa Anesetti is both the functional and the formal head of the Just Energy consumer and corporate relations department.	Vanessa is the senior manager of the CCR department.
41.	1886	441	To provide the production ID numbers for the Corporate and Consumer Relations Policies and Procedural Manuals that were in place in 2012, 2013, 2014, 2015 and 2016.	A diligent search of the productions was conducted. We did not locate the Consumer Relations Policies and Procedural Manuals that were in place in 2012-2016, but can advise that the production contains the following Corporate and Consumer Relations Policy: JE00000060.
42.	1893	444	Regarding document number JE00008143, "Just Energy Ontario L.P.'s Response to Ontario Energy Board Staff Supplementary Information Request Received on April 7, 2014", to advise if for the class period all the reports described within this response to the Ontario Energy Board were reports that were being populated or used by Just Energy.	Yes these reports were being used by Just Energy.
43.	1901-1902	445-446	To provide an explanation from Just Energy as to what the Care system is and to advise what department within Just Energy is responsible for the maintenance of the Care system.	Compliance and Resolution Engine ("CARE"). Consumers may contact JE to express discontent, concern, disapproval, resentment, grief or advise that they would like to make a complaint. All complaints need to be logged into the CARE database as either EA (sales related) or non-EA related (contract related). CARE is used to manage complaints and investigation resolution. Application Support maintains the CARE system.
44.	1906-1908	448	If the assumption that Just Energy is the recipient of the compliance matrix monetary penalties is incorrect, to advise counsel of same.	Yes, correct. Just Energy is the recipient of the compliance matrix monetary penalties

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
45.	1912	449	To advise, for the years of the class period, which compliance matrix was enforced.	All of the compliance matrices that we have produced were the ones that were in effect during the class period. The dates on the matrices indicate when they started to be in effect.
46.	1917-1919	449-450	Regarding document number JE00008120, "CCR PILOT - IC Coaching: Vendor Feedback Complaints" email dated March 26, 2013, to make inquiries with Vanessa Anesetti, to the extent that it is not described in the email, as to what the pilot project is and whether or not it replaced any compliance matrix.	The CCR Pilot program was launched to address any feedback provided by the third party vendors as performance related coaching. The coaching captured during this process was not complaints/concerns provided by the consumer/customer but more so internal feedback to improve the overall experience for the customer at the point of enrollment. This process did not replace the matrix.
47.	1929-1939	452-454	Regarding document number JE00008812, the Compliance Controls excel attachment in the email of Vanessa Anesetti-Parra dated October 27, 2015, to advise which compliance processes from two to fifteen became part of the compliance process for Just Energy in Ontario for the class period. To confirm if the compliance processes referenced above apply to all of Ontario or if they only apply to specific offices. To advise if the compliance processes referenced above only apply to residential offices and not commercial offices.	• ANI- Not Applicable- Outbound reaffirmation conducted • Multiple reaffirmation report- Not applicable- Outbound reaffirmation completed • TPV- Not applicable • Criminal Background- Applicable; residential and commercial • IP Address- Applicable for residential only; created 11/2011 • 5+customer IR- Not applicable • Multi Use IP- Applicable, residential only; created 11/2011 • Sitout process- Applicable, residential only; created 11/2014 • Senior Policy- Applicable, Residential only • Master Term List- Applicable, all- Created 2007 • Permit Process- Applicable residential only, created 04/2015 • Trending Analysis- Applicable; created August 2011 • Fraud Protocol- Applicable, residential only • IR Blacklist- Not applicable for D2D
48.	1940	454	Regarding document number JE00008812, to the extent that some of the compliance processes were started and then stopped or only commenced for part of the class period, to advise the duration for which they existed.	See above.
49.	1942	454	Regarding Exhibit "A" to the affidavit of Haidar Omarali in the plaintiff's certification record, to advise if this letter was screened out from the productions as solicitor client privilege.	It was not screened out on the basis of solicitor client privilege.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
50.	1952	456	Regarding pages 385 and 386 of the plaintiff's certification record in Exhibit "A" to the affidavit of Haidar Omarali, to advise if the compliance measures from paragraphs 23 (a) to (i) were in place for the duration of the class period in Ontario.	The compliance measures at paragraphs a,b,c,d,f and i were in place for the duration of the class period. With respect to the measures referred to at paragraph e, all customer complaint notifications were sent, however, there was no reconciliation process to check how many compliance letters went out vs. what was received and signed back. The measures referred to at paragraphs g and h were not consistently done on a monthly basis during the class period.
51.	1953-1955	457	Regarding pages 386 and 387 of the plaintiff's certification record in Exhibit "A" to the affidavit of Haidar Omarali,, to advise if compliance training measures from paragraphs 25 (b) to (f) were in place for the duration of the class period.	The compliance measures at paragraphs b, d, e, and f were in place for the duration of the class period. With respect to the measures referred to at paragraph c, only Just Energy badges were required. The measures referred to at paragraph e do not apply to Ontario.
52.	1962-1970	459-461		
53.	1979	463		
54.	1987	465		
55.	2017-2018	472	To inquire and advise what BINNJ is and for what period of time it was in place prior to the transition to JEM.	Binnj is a corporation that created the LiveEnergy app for use by Just Energy's door to door independent contractors. It was a mobile solutions application. It was in place from January 1, 2011 to June 5, 2016.

UNDERTAKINGS				
Undertakings given on the examination of Ravi Maharaj, held on January 25, 2018.				
56.	2033	475	[illegible] at [illegible] er [illegible] ice).	
57.	2034-2036	476	Regarding document number JE00004786, the "IC to Employee Overview – ON Sales Offices" powerpoint presentation, to advise if this presentation was created by a Just Energy department or a specific individual and to advise who the department or individual is that created the presentation. .	Richard Teixeira created it on behalf of the Sales Operations department Jamie Conway created the HR components of the presentation.
58.	2048	478	"IC [illegible] r	[illegible] regulatory bodies (Ontario [illegible]

TAB B

UNDER ADVISEMENTS

Under advisements given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Under Advisements	Undertaking Answer
1.	1288-1289	311	To advise if Just Energy Group Inc. has a pension plan for its employees.	No there is no pension plan for employees.
2.	1395-1396	334	[illegible] ts	[illegible]
3.	1397-1398	334	[illegible]	[illegible]
4.	1414	337-338	To advise what Ms. Johnston or someone holding a position equivalent to Ms. Johnston in the "permit department", would do with the received four week sales forecasts, specifically, whether they are stored at Just Energy or deleted.	A permit department does not exist. Ms. Johnston did not have any connection to four week sales forecasts. There was no requirement to store these. They were deleted.
5.	1423	339	To advise if the records of Mr. Maharaj's Just Energy phone were searched in terms of text messaging. If the records of Mr. Maharaj's Just Energy phone were not searched, to conduct a search for the relevant communications via text on said phone. If the records on Mr. Maharaj's Just Energy phone are not available, to advise why.	No. Mr. Maharaj's phone was not searched. We maintain the remainder of this question as a refusal.
6.	1433	342	To advise if the records of the email address onpermit@justenergy.com were searched.	No they were not.
7.	1471	350-351	To advise if Just Energy keeps records whereby you could identify that any class member has a specific number of FPRC codes associated with them.	Yes.
8.	1542	366	If the install teams are part of Just Energy, to advise if the email address for the install teams was searched, if one exists.	The install teams for the Just Energy Conservation Product were not part of Just Energy.
9.	1562	370	[illegible]	[illegible]
10.	1703	403	[illegible]	[illegible]

UNDER ADVISEMENTS				
Under advisements given on the examination of Ravi Maharaj, held on January 25, 2018.				
No.	**Question No.**	**Page No.**	**Specific Under Advisements**	**Undertaking Answer**
11.	1734-1736	410	To advise how many kiosk iPads were there and where they went. To advise if any deals were written using kiosk mode iPads prior to the conversion. To advise if you can use the IP address of these iPads to track where and when they're used.	There were no deals written using kiosk mode iPads prior to conversion. They were implemented in January 2017.
12.	1751	413	To advise if Just Energy keeps a record of the IP addresses used for enrollment and whether those IP addresses are attached to an individual energy advisor.	Yes it does. The IP addresses are not attached to an individual energy advisor.
13.	1823-1824	429-430	To advise how many iPads were at what Just Energy offices. To advise how many Just Energy independent contractors had an iPad assigned to them, whether bought, leased or potentially loaned, for the class period.	There were approximately 708 Independent Contractors that used an iPad in Ontario in the class period to sign up a customer. This does not mean that there were 708 iPads, as based on Just Energy's leasing program, the same iPad could have been used by multiple Independent Contractors. We were unable to determine if each of them had an iPad as they often shared iPads. The following is a breakdown of the 708 number above by office: Cambridge = 93 Dundas = 1 Fairview = 55 Fairview North = 12 Fairview West = 10 Hespeler = 156 Islington = 3 Kitchener = 23 Kitchener Resi = 182 Mississauga = 1 Oshawa = 39 Ottawa = 44 Viking = 58 York Mills = 3 Yorkland = 10 Null (no office identified) = 18

UNDER ADVISEMENTS

Under advisements given on the examination of Ravi Maharaj, held on January 25, 2018.

No.	Question No.	Page No.	Specific Under Advisements	Undertaking Answer
14.	1831	431	To advise how many Just Energy independent contractors were using the JEM app.	See response above.
15.	2055	481	To advise what automated criteria were used to cull and collect emails prior to the eyes on relevancy review.	The tools used to cull and collect emails were: application of search terms, de-duplication, email threading, date range and file types.
16.	2063	482	To provide a list of which email boxes were collected and set aside to be searched.	Richard Teixeira [rteixeira@justenergy.com] Jennifer Elamin (Murdock) [jenniferm@justenergy.com] Nola Ruzycki [nruzycki@justenergy.com] Vanessa Anesetti-Parra [vanesetti@justenergy.com] Ravi Maharaj [rmaharaj@justenergy.com] Mithra Saunders [msaunders@fairview.justenergysales.com] Brian Marsellus [bmarsellus@fairview.justenergysales.com] Rosalba Gullo [rgullo@justenergy.com] Mujeeb Jafferi [mjafferi@justenergy.com]

July 5, 2018

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Lawyers for the defendants

HAIDAR OMARALI
Plaintiff

-and-

JUST ENERGY GROUP INC. et al.
Defendants

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

BRIEF OF ANSWERS TO UNDERTAKINGS AND UNDER ADVISEMENTS FROM THE EXAMINATION FOR DISCOVERY OF RAVI MAHARAJ HELD ON JANUARY 25, 2018

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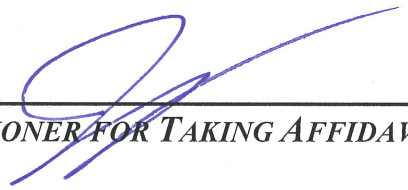
Lawyers for the defendants

THIS IS EXHIBIT "19" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

RegionalOfficeName	FullNameEL	AgentAccountCode	BadgeRequestStatusIdentifier	RegistrationDate	AgreementStartDate	Address	City	PostalCode	TelephoneNumber	EmailAddress
Toronto	Mayoutharan Rajaratnam	1032915	APPRV	29/01/1999	16/12/2016	313 Morningside Dr.	Scarborough	M1E3G2	4162835564	NULL
Toronto	Kalyan Gohain	1032899	APPRV	01/10/2008	02/12/2016	11 Dunbloor Road Unit 1109	Toronto	M9A0B2	NULL	Kalyangohain2011@gmail.com
Toronto	Blaine O Brien	1032889	APPRV	02/12/2016	29/11/2016	1218 20 Edgecliff Golfway	Toronto	M3C3A4	6478619776	b.obrien.eire@gmail.com
Toronto	Jose Soto	1032890	APPRV	02/12/2016	29/11/2016	83 Borough Drive	Scarborough	M1P5E4	6474531000	danysoto1000@outlook.com
Toronto	Jiao Li	1032891	APPRV	05/12/2016	30/11/2016	13 43 Agnes Street	Mississauga	L5B4J7	6477296616	leasy58li@gmail.com
Toronto	Michael Anderson	1032916	APPRV	06/01/2017	06/01/2017	24 Woodcreek Dr	Brampton	L6Z4V5	4169100217	NULL
Toronto	Festus Imazenobe	1032917	APPRV	06/01/2017	06/01/2017	1033045 Quyeen Frederica Dr	Mississauga	L4Y3A2	4168330468	NULL
Toronto	Seungwon Hwang	1032918	APPRV	06/01/2017	06/01/2017	4212 Highgate Cres	Misissauga	L4W3H1	6472479123	NULL
Toronto	Raoul Hendriks	1032919	APPRV	10/01/2017	10/01/2017	320 Lonsdale Rd Unit 23	Toronto	M4V1X4	6476790257	rjc_hendriks@hotmail.com

Court File No. CV-15-527493-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

HAIDAR OMARALI

Plaintiff

- and -

JUST ENERGY GROUP INC., JUST ENERGY CORP.
and JUST ENERGY ONTARIO L.P.

Defendants

Undertakings and refusals given on the examinations of RAVI MAHARAJ on January 24, 2018 and January 25, 2018.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
1.	156	41	To advise as to who the directors and registered officers were for Just Energy Group Inc., over the class period. (R)	This information is publicly available and can be easily derived from those public records.
2.	340	86	To review document JE00007295 (a memo that depicts the organizational structure at Just Energy), and advise as to whether or not this situation changed post-August 14, 2014, from the regional distributors up to the COO.	Beginning around March 2016, independent contractors and regional distributors reported to the VP of Consumer Sales who reported to the SVP of Consumer Sales, who reported to the CEO.
3.	736	164	To advise as to why Just Energy stopped	We previously provided this answer on June 20th. It

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
			being referenced in the ICAs.	was provided in response to question 740: To the best of our knowledge Just Energy L.P. continued to be referenced in the ICAs.
4.	902/903	207-208	T	
5.	949	218-219	To provide every national distributor agreement that existed over the course of the class period, for any national distributor that existed, and the terms of those agreements and how they varied between national distributors. (UA)	We continue to search for these agreements and will provide you with any we are able to locate. In the meantime we have located two versions of the agreements in the productions. The production numbers of each variation are JE00007378 and JE00007712.
6.	834	191-192	To identify the facts and evidence that support the following statement from paragraph 27 of the Statement of Defence (including who was doing the sales, what products they were selling, and how frequently those sales were being done): "…In addition, independent contractors were not prohibited from engaging in other business activities, with the exception of work on behalf of a Just Energy competitor …As a consequence that has included independent	Paragraph 53(e) of Richard Teixeira's affidavit provides that Daniel Gadoua, a regional distributor, and Sam Mastri, an IC, sold LED lights for another company while pursuing contracts for Just Energy. We are still endeavoring to provide further facts and evidence to support this statement and will provide any relevant information we are able to locate.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
			contractors engaging in sales of other products while dole sales on behalf of Just Energy…"	
7.	1651	390-391	To advise as to whether or not street sheets were used during the class period, and if so, for how long over the class period.	To our knowledge street sheets were available during the class period. We are unable to confirm when or if they were used during the class period.
8.	1735/1736	410		
9.	1943/1944	454455		
10.	806/817/818	182/185-186		
11.	1100	257-258	To advise as to whether or not Just Energy has data identifying the proportion of sales revenue from Ontario that is derived from "door to door sales". (UA)	Just Energy does not report Ontario figures and as such does not have any data identifying the proportion of sales revenue from Ontario that is derived from "door to door sales".
12.	1102/1103	258	To advise as to whether or not Just Energy has data identifying the proportion of sales revenue from Ontario that is derived from	See answer to under advisement 11 above.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
			"door to door sales", understood in relation to how Mr. Teixeira used the phrase "door to door sales" in the following excerpt from his affidavit: (UA) "...In 2009 95 percent of the total sales revenue from Just Energy came from door to door sales... "	
13.	1104	258	To provide the percentage of total sales revenue from Ontario that came from door to door sales for the years 2012 - 2017, inclusive, if Just Energy has that data. (UA)	See answer to under advisement 11 above.
14.	1423	339	To advise as to whether or not the records of the Deponent's Just Energy phone were searched in terms of text messaging, and, if not, to conduct a search for relevant communications via text. And, if the records are not available, to advise as to why. (UA)	No. Mr. Maharaj's phone was not searched. Any relevant text messages are longer available as they were deleted, along with other text messages, to clear storage on Mr. Maharaj's phone.
15.	1283	309	To procure contact information and information for notice purposes for any individuals who executed independent contractor agreements for the commercial offices of Just Energy Corp., from post-November 28, 2016 to date.	We refer you to our response to Question 48-49 regarding our position as to when the class period ends. We provide the attached table on a without prejudice basis to our position expressed therein.
16.	1284	309-310	To procure names and contact information for all "independent contractors who may have executed independent contractor agreements for Just Energy", after the delivery to the	See answer to Question 1283 above.

No.	Question No.	Page No.	Specific Undertaking	Undertaking Answer
			Plaintiffs of the list of class members.	
17.	1285/1286	310-311	To provide the following information regarding each of the class members: (UA) • Date of their independent contractor agreement being signed • Date of their first contract being obtained • Date of their last contract being obtained • Date they became inactive • Date they were otherwise terminated • Total commissions paid to them per month during the class period	We maintain this question as a refusal.

Just Energy Corp. V082712
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1312
BackCheck

Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy / mm / dd)	To: ▼ (yyyy / mm / dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy / mm / dd)	To: ▼ (yyyy / mm / dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Have you been convicted of a criminal offence for which a pardon has not been granted?	☐ Yes	☐ No
Have you been granted a conditional discharge within the past three (3) years?	☐ Yes	☐ No
Have you been granted an absolute discharge within the past year?	☐ Yes	☐ No

If you have answered **Yes** to any of the above questions, please provide details on **ALL** convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, known as the Canadian Police Information Centre (CPIC) database, maintained by the RCMP using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that such records may include information relating to criminal convictions under the *Criminal Code* (Canada) for which a pardon has not been granted and conditional and absolute discharges which have not been removed from the CPIC database in accordance with the *Criminal Records Act*.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and its affiliates and hold harmless BackCheck upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request, and in particular in accordance with the Nova Scotia *Municipal Government Act* and the Ontario *Municipal Freedom of Information and Protection of Privacy Act*. I understand that my personal information may be processed outside of Canada in order to return results in a timely manner.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Just Energy Corp. Internal Use Only: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Phone Number: ▼	Faxed by: ▼	Position Applied For: ▼
Zeina Gray	**zgray@justenergy.com**	**905-670-4440 x71266**		**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Hiring Mangers Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information

related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ British Columbia
☐ Manitoba
☐ Quebec
☐ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Residential Predict-a-bill (per Effective Contract)	$35	$35	$5
Electricity – Residential MyTime (per 10,000 kWh)	$35	$35	$5
JustClean Complete	$50	$15	$5
JustGreen Residential – Natural Gas and Electricity[(4)]	100% - $15 per RCE	100% - $15 per RCE	-
Commercial			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Commercial (per 3,000 m3) [(3) (6)]	$90	$5	$5
Electricity – Commercial (per 10,000 kWh) [(3) (6)]	$40	$4	$5
JustGreen Natural Gas (per RCE) [(4)]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity (per RCE) [(4)]	100% - $35 per RCE	100% - $15 per RCE	-

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of

natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL	Bonus Payable[2]
5 – 14	$250
15 – 19	$400
20 – 29	$600
30 – 39	$750
40 and greater	$1,000

Number of Commercial Points per week[1] COMMERCIAL	Bonus Payable[2]
75 – 149	$200
150 – 299	$500
300 – 599	$1,000
600 – 799	$2,500
800 and greater	$5,000

*Commercial Bonus Points are awarded per week as follows:

(a) *Commercial Natural Gas*: 6 Bonus Points per RCE.
(b) *Commercial Electricity*: 2 Bonus Points per RCE.

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday.

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $600 or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $1,000). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus
If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp. V100112
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____

Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____

No. Street Apt #

_____ _____ _____

City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____

Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____

Signature of JEC Representative Date

1323

BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s):▼	Middle Name(s):▼	Gender:▼ *Check One* ☒

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information

related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ British Columbia
☐ Manitoba
☐ Quebec
☐ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Residential Predict-a-bill (per Effective Contract)	$35	$35	$5
Electricity – Residential MyTime/MyEnergy (per 10,000 kWh)	$35	$35	$5
JustClean Complete	$50	$15	$5
JustGreen Residential – Natural Gas and Electricity[(4)]	100% - $15 per RCE	100% - $15 per RCE	-
Commercial			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Commercial (per 3,000 m3) [(3) (6)]	$90	$5	$5
Electricity – Commercial (per 10,000 kWh) [(3) (6)]	$40	$4	$5
JustGreen Natural Gas (per RCE) [(4)]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity (per RCE) [(4)]	100% - $35 per RCE	100% - $15 per RCE	-

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the

amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL	Bonus Payable[2]
5 – 14	$250
15 – 19	$400
20 – 29	$600
30 – 39	$750

40 and greater	$1,000

Number of Commercial Points per week[1] COMMERCIAL	Bonus Payable[2]
75 – 149	$200
150 – 299	$500
300 – 599	$1,000
600 – 799	$2,500
800 and greater	$5,000

*Commercial Bonus Points are awarded per week as follows:

(a) *Commercial Natural Gas*: 6 Bonus Points per RCE.
(b) *Commercial Electricity*: 2 Bonus Points per RCE.

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $600 or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $1,000). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp. V100112
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____

Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____

No. Street Apt #

_____ _____ _____

City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____

Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____

Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information

related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ British Columbia
☐ Manitoba
☐ Quebec
☐ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Residential Predict-a-bill (per Effective Contract)	$35	$35	$5
Electricity – Residential MyTime/MyEnergy (per 10,000 kWh)	$35	$35	$5
JustClean Complete	$50	$15	$5
JustGreen Residential – Natural Gas and Electricity[(4)]	100% - $15 per RCE	100% - $15 per RCE	-
Commercial			
Commodity	**Up-Front[1)]**	**Reconciliation[(2)]**	**Residuals[(5)]**
Natural Gas – Commercial (per 3,000 m3) [(3) (6)]	$90	$5	$5
Electricity – Commercial (per 10,000 kWh) [(3) (6)]	$40	$4	$5
JustGreen Natural Gas (per RCE) [(4)]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity (per RCE) [(4)]	100% - $35 per RCE	100% - $15 per RCE	-

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the

amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL	Bonus Payable[2]
5 – 14	$250
15 – 19	$400
20 – 29	$600
30 – 39	$750
40 and greater	$1,000

Number of Commercial Points per week[1] COMMERCIAL	Bonus Payable[2]
75 – 149	$200
150 – 299	$500
300 – 599	$1,000
600 – 799	$2,500
800 and greater	$5,000

*Commercial Bonus Points are awarded per week as follows:

(a) *Commercial Natural Gas*: 6 Bonus Points per RCE.
(b) *Commercial Electricity*: 2 Bonus Points per RCE.

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the <u>total</u> number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $600 or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $1,000). Bonus amounts will be paid or advanced <u>once</u> on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

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11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

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INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential & Commercial			
Commodity	**Initial** [1]	**Reconciliation**[2]	**Residuals**[5]
Natural Gas **(per 3,000 m3)** [3] [6]	$90	$10	$5
Electricity **(per 10,000 kWh)** [3] [6]	$40	$4	$5
JustGreen Natural Gas- Residential **(per RCE)** [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity- Residential **(per RCE)** [4]	100% - $35 per RCE	100% - $15 per RCE	-
JustGreen Natural Gas-Commercial **(per RCE)** [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity-Commercial **(per RCE)** [4]	100% - $20 per RCE	100% - $10 per RCE	-

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on

the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL/COMMERCIAL	Bonus Payable[2]
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three

year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $750. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1356

BackCheck℠

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ City / Province / Country		Date of Birth: ▼ yyyy / mm / dd
Current Address: ▼ Unit Number / Street Number / Street Name		From: ▼ yyyy mm dd — To: ▼ yyyy mm dd
Current Address Continued: ▼ City / Province / Country / Postal Code		
Previous Address – if less than 5 years ago: ▼ Unit Number / Street Number / Street Name		From: ▼ yyyy mm dd — To: ▼ yyyy mm dd
Previous Address – Continued: ▼ City / Province / Country / Postal Code		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate)

and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be

maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other

similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at

either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy

Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

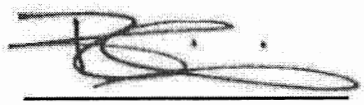
- Ontario
- Alberta
- Manitoba
- Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date

Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.



Just Energy Corp.
Authorized Signature

Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECB Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Bundle (JECB) - Reduce			
	Initial (1)	Reconciliation(4)	Residuals (3)
Reduce – Per Approved Agreement	$20	$10	$1
Just Energy Conservation Bundle (JECB) - Manage			
JECP	Initial (1)	Install(1)	Residuals (3)
Manage – Per Approved Agreement	$100	$30	$2

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

(2) Installation Commission is payable upon the successful completion of a Smart Stat installation approved installs and/or if the customer has opted into the "Control" portion of the product. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer contracts during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(4) Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Reduce equals half an approved sale towards the calculation of the weekly bonus,
Manage equals one full approved sale towards the calculation of the weekly bonus.

Number of Approved Sales per Week [1]	Bonus Payable [2]
3 - 4	$75
5 - 9	$125
10 - 19	$250
20 – 29	$500
30 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved sales based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 5 approved Reduce sales and 10 approved Manage sales in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $250 – 2.5 sales for Reduce and 10 for Manage equaling 12.5 approved sales – calculations will always be rounded up (13)). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp. V140304
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1366

BackCheck

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ / / (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)	From: ▼ / / (yyyy mm dd)	To: ▼ / / (yyyy mm dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)	From: ▼ / / (yyyy mm dd)	To: ▼ / / (yyyy mm dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate)

and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information

related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ British Columbia
☐ Manitoba
☐ Quebec
☐ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Up-Front [1]	Residuals [2]
Thermostat Installation	$50	NA
Electricity – JECP (per 10,000 kWh)	$25	$5
Gas – JECP	$25	$5

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable[2]
3 - 4	$100
5 - 9	$250
10 - 14	$400
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy / mm / dd)	To: ▼ (yyyy / mm / dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy / mm / dd)	To: ▼ (yyyy / mm / dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	**Date** (yyyy/mm/dd)	**Location**	**Penalty**
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

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Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper

commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail

establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Initial [1]	Residuals [3]
Thermostat Installation [2]	$50	NA
Electricity – JECP [1] (per 10,000 kWh)	$40	$5
Gas – JECP [1] *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$100
5 - 9	$250
10 - 14	$400
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ City / Province / Country		Date of Birth: ▼ yyyy / mm / dd
Current Address: ▼ Unit Number / Street Number / Street Name		From: ▼ yyyy mm dd — To: ▼ yyyy mm dd
Current Address Continued: ▼ City / Province / Country / Postal Code		
Previous Address – if less than 5 years ago: ▼ Unit Number / Street Number / Street Name		From: ▼ yyyy mm dd — To: ▼ yyyy mm dd
Previous Address – Continued: ▼ City / Province / Country / Postal Code		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

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3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper

commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail

establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Initial [1]	Residuals [3]
Thermostat Installation [2]	$50	NA
Electricity – JECP [1] (per 10,000 kWh)	$40	$5
Gas – JECP [1] *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$200
5 - 9	$300
10 - 14	$500
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp. (Ontario)
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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CONSENT

I consent to Just Energy Corp. conducting an initial criminal background check and by signing below; I consent to information being released to Just Energy Corp., its Affiliates, and/or any background checking organization. In addition, Just Energy Corp. reserves the right to conduct a background check at various times during your tenure with Just Energy Corp. and its Affiliates.

For purposes of the background check, my date of birth is:

MM/DD/YR: _____

For purposes of the background check, my prior address was (if within the last 5 years):

Prior Address (please print clearly): _____ _____
No. /Street/Apt. #

_____ _____ _____
City Province Postal Code

I acknowledge and agree that:

☐ I have never been convicted of a criminal offense (misdemeanor or felony); or

☐ I have been convicted of the following criminal offenses (misdemeanors and felonies), and no other criminal offenses:

Date of Conviction	Location of Conviction	Nature of Crime	Disposition of the Case

I understand that if I supply incorrect, incomplete, or misleading information regarding my conviction record, or the lack thereof, Just Energy Corp. may, in its sole discretion and without notice, automatically disqualify me from consideration or terminate any ongoing independent contractor agreement. I also understand that having convictions will not automatically disqualify me from consideration to provide services to **Just Energy Corp**. I agree that I must inform **Just Energy Corp** if this information changes, and that failure to do so could result in my agreement with **Just Energy Corp** being terminated.

(Signature)_____ (date) _____

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has been retained by an Affiliate (defined below) to assist the Affiliate in soliciting and acquiring energy contracts ("**Contracts**") from consumers located in the Affiliate's Jurisdiction (defined below). Just Energy Corp. has developed a door to door solicitation program designed to obtain Contracts for the benefit of the Affiliate. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts for the benefit of the Affiliate. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or the Affiliate other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or the Affiliate in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or an Affiliate, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of the Affiliate unless said representation is either contained in the written material published by Just Energy Corp. or the Affiliate. The Contractor understands that the Affiliate has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy Corp. in the solicitation of Contracts for the Affiliate. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the Affiliate information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy Corp., and to follow all instructions or directions provided by Just Energy Corp. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an Affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy Corp. and all information provided to the Contractor by Just Energy Corp. or any of its Affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

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The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an Affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an Affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy Corp. reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (Or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy Corp.; (ii) disparage Just Energy Corp. or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy Corp. to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy Corp. office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or the Affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its Affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its Affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Contracts for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy Corp. office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The

Contractor continuing to render services to Just Energy Corp. thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments, (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any JUST ENERGY orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy Corp. investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: JUST ENERGY is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy Corp. may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its Affiliates; (ii) has consented to a background check by Just Energy Corp., its Affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its Affiliates; (iii) agrees to display a photo identification tag provided by the Affiliate at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Affiliate information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts.

The Contractor hereby fully releases and discharges Just Energy Corp. and its Affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its Affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. reserves the right to conduct a background check during your tenure with Just Energy Corp. and its affiliates. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Affiliate's Jurisdiction is:

☐ Ontario

BE SURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario Renewals)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential			
Commodity	**Initial**[1]	**Reconciliation**[2]	**Loyalty**[6]
Natural Gas – Residential (per Effective Contract)	$50	$0	$4
Electricity – Residential (per Effective Contract)	$40	$0	$2
Commercial			
Commodity	**Initial**[1]	**Reconciliation**[2]	**Loyalty**
Natural Gas – Commercial (per 3,000 m3) [3] [6]	$50	$0	$4
Electricity – Commercial (per 10,000 kWh) [3] [6]	$25	$0	$2
JustGreen Natural Gas (per RCE) [4]	100% - $20 per RCE	$0	-
JustGreen Electricity (per RCE) [4]	100% - $20 per RCE	$0	-

(1) The initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said

Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month).

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

(6) Loyalty commission payment is earned after the flow of gas and/or electricity has commenced for at least one year with respect to a submitted Effective Contract and is advanced or paid in the amount indicated in the chart above on a Loyalty commission date that is at least one year after the flow of gas and/or electricity has commenced with respect to the Effective Contract submitted, provided that gas continues to flow pursuant to said Effective Contract on the Loyalty commission date (Loyalty commission dates occur once per month). Deductions in respect of amounts paid or prepaid prior to the Loyalty commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts will be made on the Loyalty commission date (which can result in negative payments and amounts owing by the Contractor to Just Energy).

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL and COMMERCIAL	Bonus Payable[2]
35 – 49	$200
50 – 64	$400
65 – 79	$700
80 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday.

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 55 customer equivalents in a week, the total bonus payable for that

week will be $400). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp. (Ontario)
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

CONSENT

I consent to Just Energy Corp. conducting an initial criminal background check and by signing below; I consent to information being released to Just Energy Corp., its Affiliates, and/or any background checking organization. In addition, Just Energy Corp. reserves the right to conduct a background check at various times during your tenure with Just Energy Corp. and its Affiliates.

For purposes of the background check, my date of birth is:

MM/DD/YR: _____

For purposes of the background check, my prior address was (if within the last 5 years):

Prior Address (please print clearly): _____ _____
No. /Street/Apt. #

_____ _____ _____
City Province Postal Code

I acknowledge and agree that:

☐ I have never been convicted of a criminal offense (misdemeanor or felony); or
☐ I have been convicted of the following criminal offenses (misdemeanors and felonies), and no other criminal offenses:

Date of Conviction	Location of Conviction	Nature of Crime	Disposition of the Case

I understand that if I supply incorrect, incomplete, or misleading information regarding my conviction record, or the lack thereof, Just Energy Corp. may, in its sole discretion and without notice, automatically disqualify me from consideration or terminate any ongoing independent contractor agreement. I also understand that having convictions will not automatically disqualify me from consideration to provide services to **Just Energy Corp**. I agree that I must inform **Just Energy Corp** if this information changes, and that failure to do so could result in my agreement with **Just Energy Corp** being terminated.

(Signature)_____ (date) _____

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has been retained by an Affiliate (defined below) to assist the Affiliate in soliciting and acquiring energy contracts ("**Contracts**") from consumers located in the Affiliate's Jurisdiction (defined below). Just Energy Corp. has developed a door to door solicitation program designed to obtain Contracts for the benefit of the Affiliate. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts for the benefit of the Affiliate. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or the Affiliate other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or the Affiliate in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or an Affiliate, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of the Affiliate unless said representation is either contained in the written material published by Just Energy Corp. or the Affiliate. The Contractor understands that the Affiliate has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy Corp. in the solicitation of Contracts for the Affiliate. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, the Affiliate information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy Corp., and to follow all instructions or directions provided by Just Energy Corp. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an Affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy Corp. and all information provided to the Contractor by Just Energy Corp. or any of its Affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an Affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an Affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy Corp. reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (Or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy Corp.; (ii) disparage Just Energy Corp. or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy Corp. to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy Corp. office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or the Affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its Affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its Affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Contracts for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy Corp. office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The

Contractor continuing to render services to Just Energy Corp. thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments, (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any JUST ENERGY orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy Corp. investigation into such breach, the damages for such breach, and rectification of breach, and JUST ENERGY shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: JUST ENERGY is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of JUST ENERGY, the Contractor may be subject to any remedies prescribed or permitted by law. JUST ENERGY has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy Corp. may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its Affiliates; (ii) has consented to a background check by Just Energy Corp., its Affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its Affiliates; (iii) agrees to display a photo identification tag provided by the Affiliate at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Affiliate information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts.

The Contractor hereby fully releases and discharges Just Energy Corp. and its Affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its Affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. reserves the right to conduct a background check during your tenure with Just Energy Corp. and its affiliates. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Affiliate's Jurisdiction is:

☐ Ontario

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential			
Commodity	**Initial**[1]	**Reconciliation**[2]	**Residuals**[5]
Natural Gas – Residential Predict-a-bill (per Effective Contract)	$35	$27	$5
Electricity – Residential MyTime (per Effective Contract)	$35	$27	$5
JustClean	$50	$15	$5
Commercial			
Commodity	**Initial**[1]	**Reconciliation**[2]	**Residuals**[5]
Natural Gas – Commercial (per 3,000 m3) [3] [6]	$90	$5	$5
Electricity – Commercial (per 10,000 kWh) [3] [6]	$40	$4	$5
JustGreen Natural Gas (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity (per RCE) [4]	100% - $35 per RCE	100% - $15 per RCE	-

(1) The initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said

Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month).

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL	Bonus Payable[2]
10 – 14	$150
15 – 19	$300
20 – 29	$500
30 – 39	$750
40 and greater	$1,000

Number of Commercial Points per week(*) COMMERCIAL	Bonus Payable(2)
75 – 149	$200
150 – 299	$500
300 – 599	$1,000
600 – 799	$2,500
800 and greater	$5,000

*Commercial Bonus Points are awarded per week as follows:

(a) *Commercial Natural Gas*: 6 Bonus Points per RCE.
(b) *Commercial Electricity*: 2 Bonus Points per RCE.

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday.

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $500 or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $1,000). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ City / Province / Country		Date of Birth: ▼ yyyy / mm / dd
Current Address: ▼ Unit Number / Street Number / Street Name	From: ▼ yyyy / mm / dd	To: ▼ yyyy / mm / dd
Current Address Continued: ▼ City / Province / Country / Postal Code		
Previous Address – if less than 5 years ago: ▼ Unit Number / Street Number / Street Name	From: ▼ yyyy / mm / dd	To: ▼ yyyy / mm / dd
Previous Address – Continued: ▼ City / Province / Country / Postal Code		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The

Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.
On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential & Commercial			
Commodity	**Initial** [1]	**Reconciliation**[2]	**Residuals**[5]
Natural Gas (per 3,000 m3) [3] [6]	$90	$10	$5
Electricity (per 10,000 kWh) [3] [6]	$40	$4	$5
JustGreen Natural Gas- Residential (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity- Residential (per RCE) [4]	100% - $35 per RCE	100% - $15 per RCE	-
JustGreen Natural Gas-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on

the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL/COMMERCIAL	Bonus Payable[2]
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three

year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $750. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ City / Province / Country		Date of Birth: ▼ / / yyyy mm dd
Current Address: ▼ Unit Number / Street Number / Street Name		From: ▼ / / yyyy mm dd — To: ▼ / / yyyy mm dd
Current Address Continued: ▼ City / Province / Country / Postal Code		
Previous Address – if less than 5 years ago: ▼ Unit Number / Street Number / Street Name		From: ▼ / / yyyy mm dd — To: ▼ / / yyyy mm dd
Previous Address – Continued: ▼ City / Province / Country / Postal Code		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate)

and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy" or "JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be

maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, if required, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other

similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at

either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments (ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy

Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

- Ontario
- Alberta
- Manitoba
- Quebec

_____	_____	_____
_____	_____	_____

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	_____ Date	Contractor Signature
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECB Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Bundle (JECB) - Reduce			
	Initial (1)	Reconciliation(4)	Residuals (3)
Reduce	$20	$10	$1
Just Energy Conservation Bundle (JECB) - Manage			
JECP	Initial (1)	Install(1)	Residuals (3)
Manage	$100	$30	$2

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, if required, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

(2) Install commission is payable upon the successful completion of an approved thermostat installation and/or if the customer has opted into the "Control" portion of the product. "Approved" installs are defined as a contract that has a verification call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer contracts during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(4) Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Reduce equals half an approved sale towards the calculation of the weekly bonus.
Manage equals one full approved sale towards the calculation of the weekly bonus.

Number of Approved Sales per Week [1]	Bonus Payable[2]
3 - 4	$75
5 - 9	$125
10 - 19	$250
20 – 29	$500
30 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Bonus amount payable corresponds to the total number of approved sales based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 10 approved Reduce sales and 10 approved Manage sales in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $250 – 5 sales for Reduce and 10 for Manage equaling 15 approved sales. Note that calculations will always be rounded to the nearest whole number). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1439

BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy / mm / dd) — To: ▼ (yyyy / mm / dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy / mm / dd) — To: ▼ (yyyy / mm / dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other

Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby

expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated

by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check

by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Initial [1]	Residuals [3]
Thermostat Installation [2]	$50	NA
Electricity – JECP [1] (per 10,000 kWh)	$40	$5
Gas – JECP [1] *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$200
5 - 9	$300
10 - 14	$500
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Commodity	Initial (1)	Reconciliation (4)	E-CLIPSE Residuals (5)
Residential (SVC) (less than 10,000 kWh or 8,000 m^3, as applicable for electricity and gas)			
Just Clean Essential	$30	$10	$5
Just Clean Complete	$50	$15	$5
Electricity(MyTime) (per kWh)	$35	$27	$5
Gas (Predict-a-Bill) (per Effective Contract)	$35	$27	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract (as defined in the Independent Contractor Agreement) submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

(2) A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Affiliate and local utility, and (ii) becomes effective in accordance with Applicable Law. A contract that has been terminated shall be deemed not to be an Effective Contract.

(3) JEMC will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of JEMC to seek damages from the Contractor for any claimed wrongful act or omission.

(4) Reconciliation commission payment is earned after the flow of gas and electricity have commenced for at least 60 days with respect to a submitted Effective Contract and is advanced or paid in the amount indicated in the chart above on a Reconciliation commission date that is at least 60 days after the flow of gas and electricity has commenced with respect to the Effective Contract submitted, provided that gas continues to flow pursuant to said Effective Contract on the Reconciliation commission date (Reconciliation commission dates occur once per month). Deductions in respect of amounts paid or prepaid prior to the Reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts will be made on the Reconciliation commission date (which can result in negative payments and amounts owing by the Contractor to Just Energy). Just Clean reconciliation would take place 90 days from flow date.

(5) Provided the Contractor is an Active Contractor (defined below), E-CLIPSE Residual commission payment is made for each Effective Contract that is still flowing one year after commencement of flow of energy (the "Anniversary Date") under the Effective Contract and is paid by the end of the month following the month of the Anniversary Date. E-CLIPSE Residual Commission payment may occur annually for the life of the Effective Contract. An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the E-CLIPSE Residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the E-CLIPSE Residual payment date; and (iii) has not provided services to any competitor of Just Energy or its Affiliates during the eligibility period. Contractors that become inactive prior to the payment of any Residual payments will not be entitled to any Residual payment not yet paid.

(6) Payment is advanced or paid in the amount indicated above per m^3 of total annual gas consumption in m^3 (based on historical usage as supplied by the utility) for each Effective Contract.

(7) Payment is advanced or paid in the amount indicated above per Just Green*gas* unit sold multiplied by the total annual gas consumption in m^3 (based on historical usage as supplied by the utility) for each Effective Contract.

(8) Notwithstanding the foregoing, Just Energy and its Affiliates reserve the right to, at any time (including, without limitation, following the Reconciliation commission payment date) make deductions and/or offset against future commissions any amounts that have been paid or prepaid by Just Energy or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

(9) Where there has been discounted pricing, or reduced Term, under an Effective Contract, Just Energy or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following Bonus amounts (subject to the notes below):

Residential Bonus

Number of Approved Contracts per Week (1)	Bonus Payable (2)
5 - 14	$250
15 - 19	$400
20 - 29	$600
30 – 39	$750
40 or more	$1,000

(1) A "week" begins on a Monday and ends on the following Sunday. "Approved" contracts are defined as a contract that has a welcome call code and an approved status from the utility. An Independent Contractors start date is determined by the date in which the Independent Contractor Agreement has been submitted.

(2) The Residential Bonus amount payable corresponds to the total number of approved contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 55 approved contracts in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $1,000). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of Bonus amounts paid for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the Reconciliation commission date will be made on the next Reconciliation commission date (which can result in negative payments and amounts owing by the Contractor to Just Energy).Bonuses are offered at the discretion of Just Energy or its Affiliate and calculations may be revised from time to time. Just Energy and its Affiliates reserve the right to, at any time (including, without limitation, following the Reconciliation commission payment date), make deductions and/or offset against future commissions any Bonus amounts that have been paid or advanced by Just Energy or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME: _____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck℠

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy mm dd) To: ▼ (yyyy mm dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy mm dd) To: ▼ (yyyy mm dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The

Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.
On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential & Commercial			
Commodity	**Initial** [1]	**Reconciliation** [2]	**Residuals** [5]
Natural Gas (per 3,000 m3) [3] [6]	$90	$10	$5
Electricity (per 10,000 kWh) [3] [6]	$40	$4	$5
JustGreen Natural Gas- Residential (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity- Residential (per RCE) [4]	100% - $35 per RCE	100% - $15 per RCE	-
JustGreen Natural Gas-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on

the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL/COMMERCIAL	Bonus Payable[2]
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three

year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $750. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy mm dd) To: ▼ (yyyy mm dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy mm dd) To: ▼ (yyyy mm dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential & Commercial			
Commodity	**Initial** [1]	**Reconciliation**[2]	**Residuals**[5]
Natural Gas (per 3,000 m3) [3] [6]	$90	$10	$5
Electricity (per 10,000 kWh) [3] [6]	$40	$4	$5
JustGreen Natural Gas- Residential (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity- Residential (per RCE) [4]	100% - $35 per RCE	100% - $15 per RCE	-
JustGreen Natural Gas-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity-Commercial (per RCE) [4]	100% - $20 per RCE	100% - $10 per RCE	-

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on

the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL/COMMERCIAL	Bonus Payable[2]
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three

year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $750. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the "**Contractor**").

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its

affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner

of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or

termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection

orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	**Initial** (1)	**Residuals** (3)
Thermostat Installation (2)	$50	NA
Electricity – JECP (1) (per 10,000 kWh)	$40	$5
Gas – JECP (1) *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable[2]
3 - 4	$200
5 - 9	$300
10 - 14	$500
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	**Up-Front** [1]	**Residuals** [2]
Thermostat Installation	$50	NA
Electricity – JECP (per 10,000 kWh)	$25	$5
Gas – JECP	$25	$5

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$100
5 - 9	$250
10 - 14	$400
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp. V140304 (YKLD)
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1485

BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy mm dd)	To: ▼ (yyyy mm dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)	From: ▼ (yyyy mm dd)	To: ▼ (yyyy mm dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate)

and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information

related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the

Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective

officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ British Columbia
☐ Manitoba
☐ Quebec
☐ Saskatchewan

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Commercial			
Commodity	**Up-Front**[1)]	**Reconciliation**[(2)]	**Residuals**[(5)]
Natural Gas – Commercial (per 3,000 m3) [(3) (6)]	$90	$5	$5
Electricity – Commercial (per 10,000 kWh) [(3) (6)]	$40	$4	$5
JustGreen Natural Gas (per RCE) [(4)]	100% - $20 per RCE	100% - $10 per RCE	-
JustGreen Electricity (per RCE) [(4)]	100% - $35 per RCE	100% - $15 per RCE	-

(1) The Up-Front commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 3 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Up-Front commission date is capped at and shall not exceed $2,500, with any commission owing over $2,500, payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately 125 days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions

any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week[1] RESIDENTIAL/COMMERCIAL	Bonus Payable[2]
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor submits in a week (i.e. if a Contractor submits 21 customer equivalents in a week, the total bonus payable for that week will be $600 or if a Contractor accumulates 350 Commercial points in a week, the total bonus payable for that week will be $1,000). Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

CONSENT

I consent to Just Energy Corp. conducting an initial criminal background check and by signing below; I consent to information being released to Just Energy Corp., its affiliates, and/or any background checking organization. In addition, Just Energy Corp. reserves the right to conduct a background check at various times during your tenure with Just Energy Corp. and its affiliates.

For purposes of the background check, my date of birth is:

MM/DD/YR: _____

For purposes of the background check, my prior address was (if within the last 5 years):

Prior Address (please print clearly): _____ _____
No. /Street/Apt. #

_____ _____ _____
City Province Postal Code

I acknowledge and agree that:

☐ I have never been convicted of a criminal offense (misdemeanor or felony); or
☐ I have been convicted of the following criminal offenses (misdemeanors and felonies), and no other criminal offenses:

Date of Conviction	Location of Conviction	Nature of Crime	Disposition of the Case

I understand that if I supply incorrect, incomplete, or misleading information regarding my conviction record, or the lack thereof, Just Energy Corp. may, in its sole discretion and without notice, automatically disqualify me from consideration or terminate any ongoing independent contractor agreement. I also understand that having convictions will not automatically disqualify me from consideration to provide services to **Just Energy Corp**. I agree that I must inform **Just Energy Corp** if this information changes, and that failure to do so could result in my agreement with **Just Energy Corp** being terminated.

(Signature)_____ (date) _____

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper

commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail

establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Initial [1]	Residuals [3]
Thermostat Installation [2]	$50	NA
Electricity – JECP [1] (per 10,000 kWh)	$40	$5
Gas – JECP [1] *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

1505

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$100
5 - 9	$250
10 - 14	$400
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME: _____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable):_____ _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____ _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____) _____ CELL NUMBER: (_____)_____ _____

EMAIL ADDRESS: _____ DATE OF BIRTH (MM/DD/Year): ___ _____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):___ ___ ___

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER: _____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor

and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

1507

BackCheck

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ City / Province / Country		Date of Birth: ▼ / / yyyy mm dd
Current Address: ▼ Unit Number / Street Number / Street Name		From: ▼ / / yyyy mm dd — To: ▼ / / yyyy mm dd
Current Address Continued: ▼ City / Province / Country / Postal Code		
Previous Address – if less than 5 years ago: ▼ Unit Number / Street Number / Street Name		From: ▼ / / yyyy mm dd — To: ▼ / / yyyy mm dd
Previous Address – Continued: ▼ City / Province / Country / Postal Code		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	**Date** (yyyy/mm/dd)	**Location**	**Penalty**
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* **X**	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate)

and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* **X**	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the **"Agreement")** between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the **"Contractor").**

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers **("Contracts")** for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like **("Applicable Law").** The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential **(both during and after the term of this Agreement)** all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its

affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner

of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or

termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection

orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, **"Loss")** which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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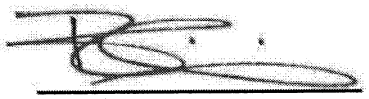
The Jurisdiction is:

- Ontario
- Alberta
- Manitoba
- Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.



Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE

CONTRACTS JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	**Initial** (1)	**Residuals** (3)
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Electricity – JECP (1) (per 10,000 kWh)	$40	$5
Gas – JECP (1) *(Per Effective Contract)*	$40	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period.** Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week (1)	Bonus Payable(2)
3 - 4	$200
5 - 9	$300
10 - 14	$500
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME:_____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable): _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____)_____ CELL NUMBER: (_____)_____

EMAIL ADDRESS:_____ DATE OF BIRTH (MM/DD/Year):_____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):_____

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER:_____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy / mm / dd) — To: ▼ (yyyy / mm / dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)		From: ▼ (yyyy / mm / dd) — To: ▼ (yyyy / mm / dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼ ☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**

Services Requested: ▼ ☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the "**Agreement**") between Just Energy Corp. (also referred to as "Just Energy or JEC")and you, an independent contractor (the "**Contractor**").
Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers ("**Contracts**") for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like ("**Applicable Law**"). The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy . The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential (**both during and after the term of this Agreement**) all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper

commission payments in accordance with the commission structure. The Contractor consents to Just Energy Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail

establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or itsaffiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year, with automatic one year renewals thereafter. This Agreement will continue in force until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, "**Loss**") which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Background Check: The Contractor understands and agrees that Just Energy Corp. conducts criminal background checks as part of its screening process and the Contractor agrees to complete the Consent for Disclosure of Personal Information form attached to this Agreement in accordance with the instructions thereon. The Contractor acknowledges and consents that Just Energy Corp. and its affiliates reserves the right to conduct a background check during your tenure with Just Energy Corp. The Contractor acknowledges that subsequent to conducting the background check, Just Energy Corp. may, in its sole discretion and without notice, disqualify the Contractor from consideration or terminate any ongoing independent contractor agreement. Upon such disqualification or termination, the Contractor consents and agrees to receiving notification of disqualification or termination by regular mail. The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

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The Jurisdiction is:

☐ Ontario
☐ Alberta
☐ Manitoba
☐ Quebec

BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

_____	_____	_____
Contractor Name (Printed)	Contractor Signature	Date
_____	_____	_____
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.

_____	_____
Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE CONTRACTS

JECP Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Just Energy Conservation Program (JECP)		
JECP	Initial [1]	Residuals [3]
Thermostat Installation [2]	$50	NA
Electricity – JECP [1] (per 10,000 kWh)	$25	$5
Gas – JECP [1] *(Per Effective Contract)*	$25	$5

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least 2 weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week).

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

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(2) Thermostat installation Commission is payable upon the successful completion of a Smart Stat installation approved installs. "Approved" installs are defined as a contract that has a welcome call code and an installation of a thermostat has been confirmed and has not been cancelled.

(3) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period**. Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Approved Installs per Week [1]	Bonus Payable [2]
3 - 4	$100
5 - 9	$250
10 - 14	$400
15 - 24	$750
25 or more	$1000

(1) A "week" begins on a Monday and ends on the following Sunday.

(2) The Residential Bonus amount payable corresponds to the total number of approved installed thermostats based on the contracts submitted by the Contractor for Effective Contracts submitted during a week (i.e. if a Contractor has 15 approved installations in a week with respect to Effective Contracts submitted, the total Bonus payable for that week will be $750). Bonus amounts will be paid once on the next Initial commission date that is at least 2 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Just Energy Corp.
Independent Contractor File Information

Contractor Information (PLEASE PRINT CLEARLY)

INDIVIDUAL NAME: _____ _____ _____
Given Middle Surname (Last)

NAME(S) COMMONLY USED (if applicable):_____ _____

SIN **(required):** _____

BUSINESS NAME (if applicable): _____ _____

(The above information will not be applied unless accompanied by business registration documents.)

CURRENT ADDRESS: _____ _____
No. Street Apt #

_____ _____ _____
City Province Postal Code

TELEPHONE NUMBER: (_____) _____ CELL NUMBER: (_____)_____ _____

EMAIL ADDRESS: _____ DATE OF BIRTH (MM/DD/Year): ___ _____

REFERRED BY (INDEPENDENT CONTRACTOR NUMBER):___ ___ ___

Additional Information

Have you previously entered into an Independent Contractor Agreement with Just Energy Corp., or any of its Affiliates?

☐ Yes, my contractor number was _____. ☐ No.

FOR SALES OFFICE USE ONLY

CONTRACTOR NUMBER: _____

I, _____ have examined the identification of _____
Print Name of JEC Representative Print Name of Contractor
and I am satisfied that the contractor and person depicted in the photo identification are one and the same. I have also reviewed all of the information submitted by the contractor and certify that it is complete and accurate.

_____ _____
Signature of JEC Representative Date

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BackCheck™

Consent for Disclosure of Personal Information - Name Based Canadian Criminal Record Check

To ensure accuracy, you must PRINT in clear CAPITAL letters and complete this form in its entirety.

PLEASE NOTE: The following information and photocopies of identification are for identification purposes only, allowing BackCheck to accurately proceed with the assembly of a name based criminal record check for employment/contractor screening purposes. BackCheck will hold all personal information confidential.

Given Name(s): ▼	Middle Name(s): ▼	Gender: ▼ *Check One* ☒ ☐ Male ☐ Female
Surname: ▼	Maiden name: ▼	
Aliases, nicknames and any other names: ▼		
Place of Birth: ▼ (City / Province / Country)		Date of Birth: ▼ / / (yyyy / mm / dd)
Current Address: ▼ (Unit Number / Street Number / Street Name)	From: ▼ / / (yyyy mm dd)	To: ▼ / / (yyyy mm dd)
Current Address Continued: ▼ (City / Province / Country / Postal Code)		
Previous Address – if less than 5 years ago: ▼ (Unit Number / Street Number / Street Name)	From: ▼ / / (yyyy mm dd)	To: ▼ / / (yyyy mm dd)
Previous Address – Continued: ▼ (City / Province / Country / Postal Code)		
Telephone Number: ▼	Alternative Telephone Number: ▼	Position Applied For: ▼

I certify that the information in this Disclosure for Personal Information is true and correct to the best of my ability.

Declaration of Offences

Only **adult** convictions under the *Criminal Code* or other Canadian Federal Statutes for which you **have not** received a pardon/record suspension should be disclosed. **Do not disclose:** A conviction for which you received a pardon/record suspension in accordance with the Criminal Records Act, a conviction where you were considered a 'young person' under the Youth Criminal Justice Act, Young Offenders Act, or Juvenile Delinquents Act, absolute or conditional discharges (pursuant to section 730 of the Criminal Code), an offence for which you were not convicted, any provincial or municipal offence and any charges dealt with outside of Canada.

Have you been convicted of an offence for which a pardon/record suspension has not been granted? ☐ Yes ☐ No

If you have answered **Yes** to the question above, please provide details on those criminal convictions (attach additional pages if required):

Offence	Date (yyyy/mm/dd)	Location	Penalty
	/ /		
	/ /		

Disclaimer: The existence of a conviction will not preclude you from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** or any of its affiliates. Details of the offence are requested to enable **Just Energy Corp.** to determine whether the offence is related to your position.

Statement of Understanding and Consent

I have applied to **Just Energy Corp.** to provide services as an independent contractor, or to become an employee. Part of the screening process includes a search of the National Criminal Records repository, accessed through the Canadian Police Information Centre (CPIC) database, maintained by the RCMP, using the name(s) and date of birth provided above. BackCheck conducts these investigations on behalf of **Just Energy Corp.**.

I hereby consent and authorize a Canadian Police Department to search for and disclose on my behalf to BackCheck who is requesting a name based Canadian criminal record check on behalf of **Just Energy Corp.** the fact that records may exist on me and are registered on the CPIC database. I acknowledge that these records include information relating to criminal convictions under the *Criminal Code* and other *Federal Statutes* (Canada) for which a pardon has not been granted.

I authorize BackCheck to release all information obtained to **Just Energy Corp.** and hold harmless BackCheck, its police partners and the RCMP upon the release of this information or its findings to **Just Energy Corp.** and its affiliates. I understand that failing to provide accurate information or omission of facts herein may disqualify me from consideration for employment or to provide services as an independent contractor to **Just Energy Corp.** and/or its affiliates or result in the termination of any existing employment or contract to provide services to **Just Energy Corp.** and/or its affiliates.

Furthermore, if there is a discrepancy with the information provided by myself on this form and that disclosed by a Canadian Police Department during this investigation of my criminal records history, I understand that I have the option to provide my fingerprints to resolve any discrepancy or dispute.

This request is made in compliance with any applicable federal, provincial or municipal public sector privacy legislation which allows a public body or municipality to disclose my personal information to me or my agent upon my request. Also the 'Supplemental Information Sheet Regarding Name Based Criminal Record Checks' has been made available to me.

Candidate Signature: *Authorizing Name Based Criminal Record Check* X	Date: (yyyy/mm/dd) ▼ / /

Internal Use: 2 pieces of legible ID are required; one must be gov't-issued and include the applicant's name, date of birth, signature and photo. Please fax or e-mail all appropriate documents to BackCheck at 1-866-323-3097/orders@backcheck.ca.

Hiring Manager: ▼	Email Results to: ▼	Faxed By: ▼	Telephone No.: ▼	Position Applied For: ▼
Rosalba Gullo	**salessupport@justenergy.com**		**905-670-4440**	**Independent Contractor**

Location: ▼	Services Requested: ▼
☐ **Ontario** ☐ **Montreal** ☐ **Manitoba** ☐ **Alberta** ☐ **BC**	☒ Name Based Canadian Criminal Record Verification

Type of Photo ID: (1st) ▼	Identification Number: (1st) ▼	Type of Photo ID: (2nd) ▼	Identification Number: (2nd) ▼

I _____ (Print Name of Representative) have examined the identification of _____ (Print Name of Candidate) and I am satisfied that the candidate and person depicted in the photo identification are one and the same.

Just Energy Employee Signature: *Witnessing the candidate's signature & Confirming ID Check* X	Date: (yyyy/mm/dd) ▼ / /

INDEPENDENT CONTRACTOR AGREEMENT

This is an agreement (the **"Agreement")** between Just Energy Corp. (also referred to as "Just Energy or JEC") and you, an independent contractor (the **"Contractor").**

Just Energy Corp. has developed a door to door solicitation program designed to acquire energy contracts from consumers **("Contracts")** for its own benefit. The purpose of this Agreement is to confirm the terms and conditions under which the Contractor, acting as an independent contractor, will provide door to door solicitation services to Just Energy Corp., to assist Just Energy Corp. in obtaining Contracts. The Contractor is not required to solicit and/or acquire Contracts for any minimum number of hours and Just Energy Corp. does not have any set or minimum number of Contracts that must be solicited by the Contractor.

Just Energy Corp. and the Contractor agree to the following:

1. Marketing Activity: You agree to market Contracts for the benefit of Just Energy Corp. as an Independent Contractor. The Contractor shall turn in weekly to Just Energy Corp. all completed Contracts obtained that week. The Contractor cannot amend the terms and conditions of the Contracts. The Contractor shall have no authority whatsoever to enter into any agreements of any kind on behalf of Just Energy Corp. or its affiliates (collectively, "Just Energy") other than to enter into Contracts with customers. In no event shall the Contractor represent that he or she is an employee of, or connected with, Just Energy Corp. or its affiliates in any way other than as provided herein. Contractor shall not operate under or otherwise use the trademarks or trade names or logos of Just Energy Corp. or its affiliates, except as expressly permitted in writing by Just Energy Corp. The Contractor acknowledges that they may not accept a "notice of termination", "notice of cancellation", or any other such document that intends or purports to terminate a customer agreement between Just Energy and a customer. The Contractor shall direct customers to abide by the notice or cancellation provisions in the customer's contract.

2. Applicable Law: The Contractor shall comply with all applicable present and future federal, state/provincial and local laws, legislation, regulations, codes, common law, bulletins, rules, guides, ordinances, judgments, policies, license requirements, official directives, or the like **("Applicable Law").** The Contractor shall not make any representation to any potential or actual customer of Just Energy unless said representation is either contained in the written material published by Just Energy. The Contractor understands that Just Energy has no affiliation to any government agencies or local utilities, and that the Contractor is only acting on behalf of Just Energy in the solicitation of Contracts. At all times, when rendering services in furtherance of this Agreement, the Contractor shall display the Contractor's photo identification tag. The Contractor acknowledges having received a copy of, and having read, Just Energy's information manual and code of conduct and agrees to abide by the provisions of same related to appropriate treatment of potential customers. The Contractor agrees to abide by the terms and conditions of any codes of behaviour prepared and delivered to the Contractor by Just Energy, and to follow all instructions or directions provided by Just Energy. If the Contractor breaches any of the foregoing obligations, Just Energy Corp. may terminate this Agreement immediately. Contractor shall return all Just Energy Corp. material, and Contractor may be pursued at law for all damages caused by its conduct. Contractor shall return all sums received and earned during the course of engaging in actions prohibited by Applicable Law to Just Energy Corp. immediately upon request.

3. Confidential Information: Except for disclosures to Just Energy Corp. or an affiliate, the Contractor agrees to keep confidential **(both during and after the term of this Agreement)** all information provided by potential and actual customers of Just Energy. and all information provided to the Contractor by Just Energy Corp. or any of its affiliates. The Contractor consents to the Contractor's commission information being disclosed to other Contractors or has notified or will notify Just Energy Corp. in writing to the contrary, after which point such information will be maintained in confidence, other than such disclosure as is necessary to ensure proper commission payments in accordance with the commission structure. The Contractor consents to Just Energy

Corp. keeping personal information with respect to the Contractor, including, without limitation, information related to compensation and customer allegations and comments. The Contractor understands that calls to Just Energy Corp.'s Customer Service Department are recorded and consents to the recording of the Contractor's calls. The Contractor consents to the Contractor's information being disclosed to regulatory bodies, the police and similar organizations upon their request.

4. Compensation: A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by the applicable Just Energy affiliate and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, and (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

The Contractor is entitled to compensation for Effective Contracts that are not cancelled by the customer, meet minimum credit standards, has been verified in accordance with Applicable Law, or has not been rejected by the local utility. The Contractor will be compensated for Effective Contracts according to the commission schedule in place at the time of submission of the Contracts to Just Energy Corp., which schedule may be amended from time to time by Just Energy Corp. in its sole discretion. Just Energy Corp. will notify the Contractor of any change in such commission schedule by posting the amended commission schedule at the Just Energy Corp. office at which the Contractor retrieves his or her commission and making copies available for the Contractor upon request. Each amended commission schedule shall be effective for all Contracts submitted to Just Energy Corp. after the amended commission schedule has been posted. The Contractor acknowledges having received a copy of the current commission schedule and understands that the Contractor may obtain copies of any then-current commission schedule upon request.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

The Contractor may refer a Request for Proposal ("RFP") or other such energy supply agreements that require a proposal and bidding process to Just Energy Corp. or an affiliate. The Contractor understands and accepts that commission will not be paid for such RFP referrals but Contractors may be eligible for a referral fee, or finder's fee, at the sole discretion of Just Energy Corp., or an affiliate.

The Contractor agrees and acknowledges that all payments made and due by Just Energy Corp. hereunder will expire after 6 months from the date of the payment if the Contractor does not redeem the payment (i.e. if the Contractor does not cash his/her check), and if Just Energy Corp. is not otherwise able to contact the Contractor, within 6 months of the date of the issued payment. If the Contractor is a registered charity any and all payments made by Just Energy Corp. or an affiliate are for services rendered; at no time shall any payments be construed to be a charitable donation or a donation of any kind.

5. Independent Contractor Status: The Contractor is, and will continue to be considered, an independent business person and engaged in an independent trade or occupation. The Contractor shall not be an employee of Just Energy Corp. and nothing in this Agreement, nor the solicitation of Contracts for Just Energy Corp., shall be construed to constitute the Contractor as an employee, principal, agent, joint venture, partner or co-partner of, or any other similar relationship with Just Energy Corp., the existence of which relationship is hereby expressly denied by Just Energy Corp. and Contractor. The Contractor is engaged in the business of selling (or soliciting the sale of) consumer products (natural gas and electricity) otherwise than in a permanent retail establishment and all remuneration (whether or not paid in cash) for the performance of the direct selling services is directly related to the sales or other output (including the performance of services) rather than to the

number of hours worked. The Contractor understands and agrees that Just Energy Corp. will not reimburse the Contractor for transportation, accommodation, food or any other expenses incurred. The Contractor has control; independent of Just Energy Corp., over the time the Contractor chooses to solicit Contracts, the areas in which the Contractor chooses to solicit Contracts, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and Just Energy reasonable policies, developed in response to provincial regulatory requirements, regarding treatment of potential customers (as described in any JUST ENERGY manual, code of conduct or other document provided to the Contractor by JUST ENERGY). Just Energy Corp. does not employ Contractors and there is no employer/employee relationship between Just Energy Corp. (or any of its affiliates) and the Contractor.

The Contractor shall not: (i) do anything that might harm the reputation or goodwill of Just Energy; (ii) disparage Just Energy or its products, employees, consumers or customers; or (iii) present false or misleading information about Just Energy to consumers or to the general public; in any form or media, including, but not limited to, in telephone calls, newspaper, radio, television, or the Internet.

The Contractor shall not carry any weapon, gun or other firearms on his/her person in any Just Energy office or while performing the services outlined herein.

The Contractor is not, and shall make no claim that he/she is, an employee of Just Energy Corp. The Contractor shall be responsible (as applicable) for the payment of, and Just Energy Corp. will not deduct or pay, income tax, unemployment insurance premiums, FICA or FUTA or similar taxes, provincial disability plan premiums, government pension plan premiums, or any other similar amounts. Depending on the province, the Contractor may also be responsible for payment of workers compensation premiums or contributions and may not be entitled to workers compensation. The Contractor is solely responsible for making these payments, if required. Just Energy Corp. shall issue a Form T4A, as may be required, reporting all amounts paid to the Contractor for services rendered under this Agreement.

THIS INDEPENDENT CONTRACTOR RELATIONSHIP DOES NOT QUALIFY THE CONTRACTOR FOR MINIMUM WAGE, WORKERS COMPENSATION OR UNEMPLOYMENT BENEFITS. THE CONTRACTOR SHOULD OBTAIN INSURANCE.

6. Not Exclusive, Non-competition and Non-solicitation: The Contractor's services are not and are not intended to be exclusive to Just Energy Corp. The Contractor may render services for other business entities that do not compete with Just Energy Corp. or its affiliate's business. The Contractor agrees not to provide services to other business entities that compete directly with the business carried on by Just Energy Corp. or its affiliates during the term of this Agreement and for a period of three (3) weeks following the termination of this Agreement. The Contractor agrees not to solicit any employee, contractor or customer of Just Energy Corp. or its affiliates for a period of two years after the termination of this Agreement.

7. Term and Termination: This Agreement is for an initial term of one year and shall renew for successive one year terms. Just Energy Corp. reserves the right to condition such renewal upon completion of Recertification, which may be performed annual or at a time to be decided at Just Energy Corp.'s sole discretion. Recertification may include, but is not limited to, execution of an annual policy acknowledgement and satisfactory completion of an updated background check. If performed, failure to complete Recertification will result in suspension or termination of this Agreement; otherwise, this Agreement will continue in full force and effect until terminated by either party, at either party's sole and unfettered discretion, whether before or after one year. Termination is effective immediately upon written notice by either party to the other, and neither party is required to have or provide any reason to terminate the Agreement. Additionally, this Agreement will be considered terminated without notice, and the Contractor's status will be converted to "inactive" if the Contractor does not submit any Effective Contracts (as defined in the Commission Schedule) for three consecutive weeks.

This Agreement may be amended at any time by Just Energy Corp. by providing notice to the Contractor by means of posting said amended Agreement at the Just Energy office at which the Contractor retrieves his or her commission payments and by making copies of such amended Agreement available upon request. The Contractor continuing to render services to Just Energy thereafter shall serve to confirm the Contractor's acceptance and ratification of such amended Agreement.

On termination, the Contractor must immediately return to Just Energy Corp. all materials and property relating in any way to JUST ENERGY, including, without limitation, all Contracts, contract forms, training materials, customer information, and the photo identification tag. Upon termination for any reason, the Contractor shall only be entitled to receive commissions on Effective Contracts in accordance with the then applicable commission schedule, and shall not be entitled to receive: (i) monetary commissions in the nature of "residual" payments or "reconciliation" payments(ii) non-monetary prizes, such as trips, that have not yet taken place, and (iii) other incentive rewards such as bonuses that have not yet been distributed. Additionally, upon termination, non-monetary prizes such as trips that have not yet taken place, or other incentive rewards that have not yet been distributed, will be forfeited by the Contractor. Notwithstanding anything contained herein, where termination is as a result of breach of this Agreement by the Contractor, including, without limitation, breach of Applicable Law or any Just Energy orientation manual or code of conduct, or where upon termination, the Contractor fails to abide by its continuing obligations hereunder, all of the Contractor's unpaid commissions shall be set off against the cost of Just Energy's investigation into such breach, the damages for such breach, and rectification of breach, and Just Energy shall have the right to sue for damages caused, directly or indirectly, by said breach.

8. Forgery, Fraud and Misrepresentation: Falsifying information (including a customer signature or other contract elements), and obtaining information through misrepresentation, deceit or falsehood (each being a "Prohibited Act") may constitute a criminal act under Applicable Law, the penalty for which may include imprisonment. The Contractor shall not commit any Prohibited Act in the solicitation of Contracts or otherwise in furtherance of rendering services pursuant to this Agreement. Prohibited Acts shall result in the immediate termination of this Agreement. The Contractor acknowledges that they have received a copy of the "Compliance Matrix and Contractor Code of Conduct" and that they have reviewed and understands the contents regarding any act that falsifies or includes erroneous information on contracts or during verification calls.

9. Integrity of Sales: Just Energy is serious about upholding the highest standards of integrity and professionalism with respect to its representations to the public and its public image. If the Contractor deliberately misleads potential or actual customers or in any way impairs or damages the good image and reputation of Just Energy, the Contractor may be subject to any remedies prescribed or permitted by law. Just Energy has a compliance department to ensure integrity of sales and the Contractor may be held responsible for costs associated with compliance investigations. Just Energy may also require that the Contractor re-train or suspend or terminate marketing activity in response to customer concerns.

10. Subcontracting. The Contractor shall not, without the express written consent of Just Energy Corp., subcontract with or assign or transfer any of its rights or obligations under this Contract to any person or entity (each a "subcontractor"), unless the subcontractor (i) has undergone the product and consumer protection orientation program provided by Just Energy Corp. and/or its affiliates; (ii) has consented to a background check by Just Energy Corp., its affiliates and/or backgroundchecks.com and been approved by Just Energy Corp. and/or its affiliates; (iii) agrees to display a photo identification tag provided by Just Energy at all times when rendering services in furtherance of this Agreement; and (iv) acknowledges having received a copy of, and having read, the Just Energy information manual and code of conduct. If the Contractor breaches this obligation, Just Energy Corp. may terminate this Agreement immediately, Contractor shall return all Just Energy material, and Contractor may be pursued at law for all damages caused by its conduct.

11. Release and Indemnity: The Contractor agrees to assume the full and complete risk of any injuries, damage or loss of any kind whatsoever, regardless of type or severity (collectively, **"Loss")** which the Contractor may sustain arising out of, or in connection with, or in any way associated with, the Contractor soliciting Contracts. The Contractor hereby fully releases and discharges Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees from any and all claims for any Loss sustained by the Contractor or related in any way to the Contractor soliciting Contracts. The Contractor further agrees to indemnify and hold Just Energy Corp. and its affiliates and their respective officers, directors, agents, servants and employees harmless from any claims, lawsuits, allegations, or liability, including costs of court and attorneys' fees, arising out of the Contractor's failure to comply with any Applicable Law or arising out of the Contractors' commission of a Prohibited Act or any negligent or other tortuous act or omission by the Contractor.

12. Criminal Convictions: The Contractor agrees to immediately notify Just Energy Corp. if the Contractor is convicted of any crime following the date hereof.

13. Set-Off: You agree that Just Energy Corp. may set off any amounts due to Contractor hereunder or otherwise against any amount owed by Contractor to Just Energy Corp. Without limiting the generality of the foregoing, Just Energy Corp. shall be entitled to collect any amounts owed by you to Just Energy Corp. by way of deduction from any commission payments payable to you hereunder.

14. Notices: Any notice or other communication in connection with this Agreement shall be deemed to be delivered by Just Energy Corp. to you when actually delivered to the address provided by you above or three (3) working days shall have elapsed after a letter address to the said address shall have been deposited in the Canadian mail by first class mail, postage pre-paid.

15. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understanding (whether oral or written) between the parties pertaining to the subject matter hereof.

16. Miscellaneous: If any provision of this Agreement, or part thereof, is deemed unenforceable or invalid, the parties agree that said provision, or part thereof, is severable only to the extent of its unenforceability or invalidity. This Agreement shall be governed by and construed in accordance with the laws of the Province of the Affiliate's Jurisdiction. Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the Province of the Affiliate's Jurisdiction, and the parties expressly agree that such court shall have personal jurisdiction over the parties. No amendment to this Agreement shall be binding on Just Energy Corp. unless agreed to by an officer of Just Energy Corp. in writing. This Agreement contains the entire understanding of the parties and merges into it all prior oral and written communications between the parties with respect to the subject matter hereof.

The Jurisdiction is:

- o Ontario
- o Alberta
- o Manitoba
- o Quebec

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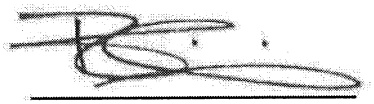
BY SIGNING BELOW YOU CONFIRM AND ACKNOWLEDGE THAT YOU READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING.

Contractor Name (Printed)	Contractor Signature	Date
Witness Name (Printed)	Witness Signature	Date

Just Energy Corp.



Just Energy Corp. Authorized Signature	Date

INDEPENDENT CONTRACTOR COMMISSION SCHEDULE FOR EFFECTIVE

CONTRACTS Commissions (Ontario)

Commission shall be payable to the Contractor in the amounts indicated in the following chart (subject to the notes below):

Residential & Commercial			
Commodity	**Initial** (1)	**Reconciliation**(2)	**Residuals**(5)
***Natural Gas* (per 3,000 m3)** (3) (6)	*$90*	*$10*	*$5*
***Electricity* (per 10,000 kWh)** (3) (6)	*$40*	*$4*	*$5*
***JustGreen Natural Gas- Residential* (per RCE)** (4)	100% - *$20* per RCE	100% - $10 per RCE	-
***JustGreen Electricity- Residential* (per RCE)** (4)	100% - *$35* per RCE	100% - *$15* per RCE	-
***JustGreen Natural Gas-Commercial* (per RCE)** (4)	100% - *$20* per RCE	100% - $10 per RCE	-
***JustGreen Electricity-Commercial* (per RCE)** (4)	100% - *$20* per RCE	100% - $10 per RCE	-

(1) The Initial commission payment, in the amount indicated in the chart above, is earned per Effective Contract submitted by the Contractor and is paid or advanced on a regular commission date that is at least *3* weeks following the submission of the Effective Contract by the Contractor (regular commission dates occur once per week). The amount payable at the Initial commission date is capped at and shall not exceed *$2,500,* with any commission owing over *$2,500,* payable on the reconciliation commission date.

A Contract shall be deemed "Effective" when it (i) is properly completed, signed by the customer, approved by Just Energy and approved by the applicable local utility, (ii) becomes effective in accordance with Applicable Law, (iii) is verified by a Just Energy third party vendor, where the customer consents, verbally, to the parameters of the contract, and (iv) passes the necessary credit check mandate, if the market the Contractor acquires contracts requires such validation.

Just Energy Corp. will offset against future commissions or collect through other means: (a) an amount equal to the commission advanced for a Contract that is subsequently determined not to be an Effective Contract; and (b) an amount equal to the commission advanced for any Effective Contract that is subsequently cancelled. Such rights of offset and recovery are in addition to the right of Just Energy Corp. to seek damages from the Contractor for any claimed wrongful act or omission.

(2) Reconciliation commission payment is earned after the flow of natural gas and/or electricity has commenced for at least 60 days with respect to a submitted Effective Contract. It is advanced or paid in the amount indicated in the chart above on a reconciliation commission date that is at least 60 days after flow of natural gas and/or electricity has commenced with respect to the Effective Contract submitted. This payment is provided in the event that natural gas and/or electricity continue to flow pursuant to said Effective Contract on the reconciliation commission date (reconciliation commission dates occur once per month). For residential contracts reconciliation will be paid approximately *125* days from the date that the Up-Front payment was made.

Deductions, in respect of amounts paid or advanced prior to the reconciliation commission date for Contracts that are subsequently cancelled or are determined not to be Effective Contracts, will be made on

the reconciliation commission date (which can result in negative payments). Notwithstanding the foregoing, Just Energy Corp. and its affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any amounts that have been paid or advanced by Just Energy Corp. or its affiliates with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract. **Only Contractors who have submitted Effective Contracts within the 45 day period prior to the reconciliation payment date are entitled to receive positive reconciliation payments.** Notwithstanding the foregoing, any portion of an Up-Front payment which has been deferred as a reconciliation payment because of the cap outlined in note (1) may be paid even if Contractor is in "inactive" status.

(3) Payment is advanced or paid in the amount indicated above per 3,000 m3 or 10,000 kWh of total annual natural gas and/or electricity consumption in cubic meters or kWh (based on historical usage as supplied by the utility) for each Effective Contract.

(4) Payment of the amount indicated in the chart above is based on the percentage of *JustGreen* sold to a customer to a maximum of 100% per customer. *JustGreen* commissions will be reduced at the reconciliation commission date if the customer reduces the percentage purchased prior to the reconciliation commission date.

(5) Residual payments are earned by Active Contractors (defined below) in the amount indicated in the chart above once per Effective Contract that is still flowing on the anniversary date of the Effective Contract and are paid by the end of the month following the month of the anniversary date of the Effective Contract. **An "Active Contractor" is a Contractor that: (i) has submitted Effective Contracts equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date; (ii) has submitted Effective Contracts within the 30 day period prior to the residual payment date; and (iii) has not provided services to any competitor of Just Energy Corp. or its affiliates during the eligibility period.** Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.

(6) Where there has been discounted pricing under an Effective Contract, Just Energy Corp. or its Affiliate may, at its sole discretion, discount the commission payable.

Bonuses

In addition to any commissions paid to the Contractor, the Contractor may be advanced or paid the following bonus amounts (subject to the notes below):

Number of Customer Equivalents per week(1)	Bonus Payable(2)
RESIDENTIAL/COMMERCIAL	
5 – 9	$100
10 – 14	$250
15 – 19	$400
20 – 29	$750
30 and greater	$1,000

(1) For the purposes of bonuses payable, (i) with respect to residential Contracts, a "customer equivalent" means 1 residential Effective Contract; and (ii) with respect to commercial Contracts, a "customer equivalent" means 3,000 m3 or 10,000 kWh of total annual gas and/or electricity consumption per Effective Contract. A "week" begins on a Monday and ends on the following Sunday. Customer Equivalent values are calculated at full annualized value when customer is signed at full term. Term and rate discounts (i.e. three

year term, one year term, etc...) will result in the value of the Customer Equivalent to be discounted as well (each year reduction off of term from 5 years will result in a 20% discount; i.e. 3 year term will result in 60% of the Customer Equivalent to be calculated for the purposes of weekly bonuses and incentives).

(2) The bonus amount payable corresponds to the total number of customer equivalents a Contractor has approved in a week (i.e. if a Contractor has 21 customer equivalents approved in a week, the total bonus payable for that week will be $750. Bonus amounts will be paid or advanced once on the next initial commission date that is at least 3 weeks following submission of the Contracts by the Contractor and only in connection with Contracts that are Effective Contracts. Deductions in respect of bonus amounts paid or advanced for Contracts that are subsequently cancelled or are determined not to be Effective Contracts prior to the reconciliation commission date will be made on reconciliation commission date (which can result in negative payments).

Bonuses are offered at the discretion of Just Energy Corp. or its Affiliate and calculations may be revised from time to time. Just Energy Corp. and its Affiliates reserve the right to, at any time (including, without limitation, following the reconciliation commission payment date), make deductions and/or offset against future commissions any bonus amounts that have been paid or advanced by Just Energy Corp. or its Affiliate with respect to a Contract that is subsequently cancelled or determined not to be an Effective Contract.

Commercial Structured Deal Referral Bonus

If a Contractor enters into a competitive bid for a commercial customer that requires customized terms and conditions and/or a request for proposal (a "Commercial Structured Deal" or the "Deal"), he/she must contact their Regional Distributor for direction on how to proceed as Just Energy may provide an internal resource to ensure that the Deal is properly documented, priced and booked.

The standard commission rates and bonuses outline above do not apply to a Commercial Structured Deal. A Contractor will be compensated based on an amount solely determined by a Just Energy VP of Sales based on the profit margin of the Deal and paid either shortly after the Deal is signed or on a residual basis. This amount and the payment terms will be determined on a case by case basis. There will be no Bonus Points or any points for any sales related trip(s) awarded for any such Deal.

HAIDAR OMARALI **PLAINTIFF**	and	**JUST ENERGY GROUP INC., ET AL** **DEFENDANTS**	Court File No: CV-15-52749300CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at **TORONTO**

Proceeding under the *Class Proceedings Act, 1992*

PLAINTIFF'S MOTION RECORD
(Summary Judgment Motion)
Returnable June 11-13, 2019

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