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 5 OF 7)

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

September 5, 2018

KOSKIE MINSKY LLP
900-20 Queen Street West
Toronto, ON M5H 3R3

David Rosenfeld LSUC #51143A
Tel: 416-595-2700
Fax: 416-204-2894

Jody Brown LSUC #58844D
Tel: 416-595-2709
Fax: 416-204-2815

Lawyers for the Plaintiff

TO: **FASKEN MARTINEAU DUMOULIN LLP**
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Paul J. Martin
Tel: 416-865-4439
Fax: 416-364-7813

Lawyers for the Defendants

TABLE OF CONTENTS

Tab No.	Description	Page No.
	VOLUME 1 OF 7	
A.	Notice of Motion dated September 5, 2018	1
B.	Affidavit of Katlyn Schwantz, sworn August 29, 2018	11
1.	**Exhibit "A"** – Text Messages with Joel Stewart	18
C.	Affidavit of Jennifer Borg, sworn August 29, 2018	54
D.	Affidavit of Jamie Acton, sworn August 29, 2018	61
E.	Affidavit of Roland Lavigne, sworn August 30, 2018	68
F.	Affidavit of Behram Nemati, sworn August 30, 2018	75
G.	Affidavit of Daniel Barbien, sworn September 2, 2018	82
H.	Affidavit of Michelle Alexander, sworn September 5, 2018	89
1.	**Exhibit "1" -** Amended Statement of Claim	105
2.	**Exhibit "2" -** Statement of Defence	125
3.	**Exhibit "3" -** Reasons (Certification), dated July 27, 2016	144
4.	**Exhibit "4" -** Certification Order	170
5.	**Exhibit "5" -** Reasons (Denying Leave), dated November 17, 2016	177
6.	**Exhibit "6" -** Affidavit of Haidar Omarali, sworn August 6, 2015	180
7.	**Exhibit "7" -** Affidavit of Mortuza Awal, sworn August 2, 2015	475
8.	**Exhibit "8" -** Affidavit of Petra Filipovic, sworn August 7, 2015	482
9.	**Exhibit "9" -** Transcript from the cross-examination of Haidar Omarali	489
10.	**Exhibit "10" -** Transcript from the cross-examination of Petra Filipovic	645
11.	**Exhibit "11" -** Transcript from the cross-examination of Mortuza Awal	684

Tab No.	Description	Page No.
	VOLUME 2 OF 7	
12.	**Exhibit "12"** - JE00004714	719
13.	**Exhibit "13"** - JE00007730	725
14.	**Exhibit "14"** - JE00006819	731
15.	**Exhibit "15"** - Excerpts from transcript of Ravi Maharaj, dated January 24, 2018	747
16.	**Exhibit "16"** - Excerpts from transcript of Ravi Maharaj, dated January 25, 2018	917
17.	**Exhibit "17"** - June 20, 2018 Answers arising from discovery related documents	1074
18.	**Exhibit "18"** - July 5, 2018 Answers arising from discovery related documents	1200
19.	**Exhibit "19"** - July 31, 2018 Answers arising from discovery related documents	1304
	VOLUME 3 OF 7	
20.	**Exhibit "20"** - Copy of correspondence from counsel to the defendants	1537
21.	**Exhibit "21"** - Letter to the defendants dated May 19, 2015	1541
22.	**Exhibit "22"** - Letter to the defendants dated April 21, 2017	1546
23.	**Exhibit "23"** - Proposed discovery plan	1548
24.	**Exhibit "24"** - JE00007378	1568
25.	**Exhibit "25"** - JE00007712	1599
26.	**Exhibit "26"** - JE00006037	1631
27.	**Exhibit "27"** - JE00007304	1826
28.	**Exhibit "28"** - JE00007145	1961
29.	**Exhibit "29"** - JE00009545	1963

Tab No.	Description	Page No.
30.	**Exhibit "30" -** JE00007172	2071
31.	**Exhibit "31" -** JE00004614	2210
32.	**Exhibit "32" -** JE00007593	2213
33.	**Exhibit "33" -** JE00007592	2215
34.	**Exhibit "34" -** JE00007295	2218
35.	**Exhibit "35" -** JE00008591	2236
36.	**Exhibit "36" -** JE00007565	2238
37.	**Exhibit "37" -** JE00007749	2240
38.	**Exhibit "38" -** JE00007750	2269
39.	**Exhibit "39" -** JE00007751	2314
40.	**Exhibit "40" -** JE00002950	2316
VOLUME 4 OF 7		
41.	**Exhibit "41" -** JE00002951	2318
42.	**Exhibit "42" -** JE00002946	2323
43.	**Exhibit "43" -** JE00002947	2331
44.	**Exhibit "44" -** JE00002948	2334
45.	**Exhibit "45" -** JE00002949	2337
46.	**Exhibit "46" -** JE00002940	2361
47.	**Exhibit "47" -** JE00002941	2363
48.	**Exhibit "48" -** JE00002942	2365
49.	**Exhibit "49" -** JE00002943	2367
50.	**Exhibit "50" -** JE00002944	2372
51.	**Exhibit "51" -** JE00002945	2374

Tab No.	Description	Page No.
52.	**Exhibit "52"** - JE00002939	2377
53.	**Exhibit "53"** - JE00008187	2380
54.	**Exhibit "54"** - JE00009502	2382
55.	**Exhibit "55"** - JE000010495	2393
56.	**Exhibit "56"** - JE00009417	2395
57.	**Exhibit "57"** - JE00008821	2408
58.	**Exhibit "58"** - JE00007436	2421
59.	**Exhibit "59"** - JE00009418	2434
60.	**Exhibit "60"** - JE00008822	2445
61.	**Exhibit "61"** - JE00000635	2456
62.	**Exhibit "62"** - JE00009419	2477
63.	**Exhibit "63"** - JE00000636	2486
64.	**Exhibit "64"** - JE00002477	2503
65.	**Exhibit "65"** - JE00009739	2520
66.	**Exhibit "66"** - JE00009420	2537
67.	**Exhibit "67"** - JE00006271	2548
68.	**Exhibit "68"** - JE00008314	2559
69.	**Exhibit "69"** - JE00009421	2570
70.	**Exhibit "70"** - JE00008825	2587
71.	**Exhibit "71"** - JE00007441	2604
72.	**Exhibit "72"** - JE00009392	2621
73.	**Exhibit "73"** - JE00008310	2638
74.	**Exhibit "74"** - JE00000638	2655

Tab No.	Description	Page No.
75.	**Exhibit "75"** - JE00002482	2688
76.	**Exhibit "76"** - JE00004895	2721
77.	**Exhibit "77"** - JE00000540	2754
78.	**Exhibit "78"** - JE00000541	2783
79.	**Exhibit "79"** - JE00007201	2812
80.	**Exhibit "80"** - JE00009416	2816
81.	**Exhibit "81"** - JE00000523	2819
VOLUME 5 OF 7		
82.	**Exhibit "82"** - JE00000522	2935
83.	**Exhibit "83"** - JE00008237	2968
84.	**Exhibit "84"** - JE00008239	3009
85.	**Exhibit "85"** - JE00003039	3052
86.	**Exhibit "86"** - JE00003040	3054
87.	**Exhibit "87"** - JE00003041	3073
88.	**Exhibit "88"** - JE00003042	3180
89.	**Exhibit "89"** - JE00003043	3182
90.	**Exhibit "90"** - JE00003044	3188
91.	**Exhibit "91"** - JE00003045	3214
92.	**Exhibit "92"** - JE00001304	3233
93.	**Exhibit "93"** - JE00001306	3237
94.	**Exhibit "94"** - JE00008143	3299
95.	**Exhibit "95"** - JE00008812	3341
96.	**Exhibit "96"** - JE00008469	3346

Tab No.	Description	Page No.
97.	**Exhibit "97" -** JE00008607	3354
98.	**Exhibit "98" -** JE00000056	3358
99.	**Exhibit "99" -** JE00006300	3368
100.	**Exhibit "100" -** JE00000060	3372
101.	**Exhibit "101" -** JE00008575	3486
102.	**Exhibit "102" -** JE00008771	3492
103.	**Exhibit "103" -** JE00008780	3514
104.	**Exhibit "104" -** JE00008538	3518
105.	**Exhibit "105" -** JE00008559	3520
VOLUME 6 OF 7		
106.	**Exhibit "106" -** JE00008144	3526
107.	**Exhibit "107" -** JE00008145	3528
108.	**Exhibit "108" -** JE00008581	3570
109.	**Exhibit "109" -** JE00008592	3572
110.	**Exhibit "110" -** JE00008540	3574
111.	**Exhibit "111" -** JE00008577	3576
112.	**Exhibit "112" -** Chart of Weekly Calls	3579
VOLUME 7 OF 7		
112.	**Exhibit "112" -** …Continuation of Tab 112 (Tabs AA-FF)	4279
113.	**Exhibit "113" -** JE00006025	4525
114.	**Exhibit "114" -** JE00009139	4528
115.	**Exhibit "115" -** JE00006049	4531
116.	**Exhibit "116" -** JE00005652	4588

Tab No.	Description	Page No.
117.	**Exhibit "117"** - JE00005626	4590
118.	**Exhibit "118"** - JE00005038	4653
119.	**Exhibit "119"** - JE00005639	4701
120.	**Exhibit "120"** - JE00005653	4703
121.	**Exhibit "121"** - JE00005638	4705
122.	**Exhibit "122"** - JE00004859	4707
123.	**Exhibit "123"** - JE00008955	4736
124.	**Exhibit "124"** - JE00005689	4771
125.	**Exhibit "125"** - JE00007801	4787
126.	**Exhibit "126"** - JE00001700	4807
127.	**Exhibit "127"** - JE00006237	4810
128.	**Exhibit "128"** - JE00008919	4812
129.	**Exhibit "129"** - JE00002435	4815
130.	**Exhibit "130"** - JE00007610	4820
131.	**Exhibit "131"** - JE00007611	4840
132.	**Exhibit "132"** - JE00006124	4863
133.	**Exhibit "133"** - JE00008146	4867
134.	**Exhibit "134"** - JE00005695	4871
135.	**Exhibit "135"** - JE00006880	4873
136.	**Exhibit "136"** - JE00005906	4875

THIS IS EXHIBIT "82" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Guidebook

Independent Contractor Orientation

Ontario

Part 3

2937

Preparing for Orientation

Materials required

- Copies of "Independent Contractor Orientation Binder" for each person
- IC Orientation Folder for each person that contains the following handouts: Your Opportunity, Activities, Commission Examples, Weather Conditions, Knowledge Review
- IC Orientation Part 2 envelope that contains the following handouts: Sales Presentation Notes Page, Sales Presentation Script, Acceptable Marketing Practices, Compliance Matrix, Just Energy Business Code of Conduct and Ethics Policy, FAQ's, Objection Handling Script
- Marketing and JustClean Home brochure,
- Trip Brochures
- Copies of the Customer Service Contact Sheet
- Two copies of the Customer Agreement form
- Recently approved relevant articles
- Computer and LCD projector
- Copy of "Independent Contractor Orientation" PowerPoint presentation
- Flip chart and markers – high-level agenda printed on flip chart

Logistics

- Ideal classroom size is a minimum of 6 to a maximum of 24
- LCD projector and laptop should be setup 30 minutes prior to start time
- Total instruction time is approximately 10 hours

Orientation Objectives

Provide a framework for use by Regional Distributors with new independent contractors. Use of a structured, sales orientation program will ensure independent contractors receive a consistent orientation experience, after which they will be able to:

- Provide accurate information about Just Energy and our products
- Believe in our product and their ability to sell the program
- Identify the role of the independent contractor
- Carry out the basic independent contractor customer interaction process
- Demonstrate independent contractor responsibilities with regards to the Acceptable Marketing Practices, script and compliance

2939

How to Use the Orientation Guidebook

The Guidebook contains information from the Independent Contractor Orientation booklets and accompanying facilitator guidelines, directions and text. It has been divided into two main sections – which may be conducted in one full day or two sessions over two consecutive days.

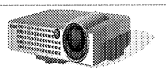
This guidebook was designed to help you facilitate an orientation session for new independent contractors to prepare them for their first days. Additional orientation will be required to enhance the information provided here and to develop further knowledge and skills in the areas of objection handling, compliance, selling and goal setting.

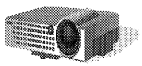
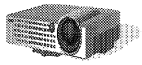
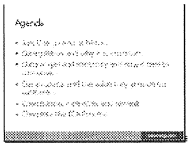
Personal information and experiences that you bring will make the orientation more effective. Your expertise is required to ensure a well-rounded orientation program. You are the most important factor in motivating, empowering and retaining new independent contractors.

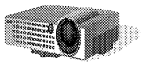
Sample Guidebook Format

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	Welcome Everyone • Coffee and cookies/pastries/muffins provided – help yourself • Provide directions to washrooms and facilities • Introduce yourself • Review agenda for the day on PowerPoint	**3 MINUTES**

Guidebook Icons

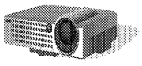
ICON	WHEN IT IS USED
	Refers to the location in the participant booklet where the material appears. Participant booklet page number is indicated below the icon.
	Usually used for introductions to courses and when there is a lecture being given for a lesson.
	There is information on the whiteboard/flip chart or the facilitator will use the whiteboard/flip chart to record responses to questions or participants will flip chart information from an activity/exercise.
	Used to emphasize a key point.
	Refers to an exercise that participants need to complete. Also includes the page number from the participant booklet below the icon.
	Used when demonstrating information via the LCD projector. If a PowerPoint presentation is being used, the slide # should be referenced below the icon.
	Used when showing a video.
	Used when there is a group activity.
	Used when a job aid or handout is provided.

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
INTRODUCTION  **SLIDE #1** 	**SHOW SLIDE #1** **SAY:** Welcome Back Everyone • Refreshments provided – help yourself	**12:00-12:02** **2 MINUTES**
AGENDA  **SLIDE #2**  	**SHOW SLIDE #2** **SAY:** Let's review the Agenda • Today we will be looking at Just Energy and its JustClean Home Program. • We will summarize the benefits of the JustClean Home Program • We will learn about JustClean Home and why it is important • We will discuss Green Energy and how it gets to our consumers • We will talk about the Green Energy products we offer and the value those products provide our customers • We will discuss the commission, incentives and rewards of this role • As you can see we have a full afternoon/day ahead of us. Let's begin.	**12:04-12:05** **1 MINUTE**

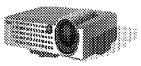
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
IC ORIENTATION PART 3 MANUAL	**HANDOUT IC ORIENTATION PART 3 FOLDER** Remind ICs not to write in the binder!	**12:05-12:06** **1 MINUTE**
OUR GREEN MISSION  **SLIDE #3** **PAGE 2 OF ORIENTATION MANUAL**	**SAY AND SHOW SLIDE #3 OUR GREEN MISSION** Today you will learn about our JustClean Home product and its benefits to consumers and you. **SAY:** Across North America, more and more individuals and organizations alike are reducing their carbon footprint and choosing renewable energy sources. Just Energy's JustGreen provides a valuable environmentally friendly energy choice for consumers. Just Energy's JustGreen has made significant strides in reducing the environmental impact of our customers' energy usage. **SAY:** Who can tell me what Green Energy is? Possible Answers: • "Environmentally friendly" forms of energy **SAY:** • Green Energy is a term applied to 'environmentally friendly' forms of energy. For electricity, this refers to electricity that is generated from renewable energy sources such as wind, biomass (compost) and low impact hydro. For natural gas, this refers to 'offsets' for carbon emissions. Green Energy is cleaner than energy produced from fossil fuels such as coal, oil and natural gas. • As consumers we need to use less energy that pollutes. Technology is advanced enough today that we can use greater amounts of energy that does not come from foreign oil or fossil fuels. More and more consumers are looking to reduce their carbon footprint and are choosing renewable energy sources. Consumers are willing to pay a bit extra for their energy and they want to make a positive impact on the environment. So far this year, 120,000 customers in North America have	**12:06-12:11** **5 MINUTES**

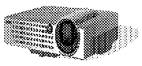
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	purchased our JustGreen products, up from 20,000 for all of 2008. This shows the growing demand for our JustGreen products. • Since JustGreen was launched in 2007 our customers have helped to offset over 380,000 metric tons of polluting CO2 emissions! That's like taking 41,000 midsize cars in North America off the road or planting 410,000 trees! We also helped to ensure that over 700,000 MWh of energy has been generated from renewable, green sources – that's enough to power 70,000 homes for a full year. It's all about making a difference! You can make a massive environmental impact by selling just a little green to each customer. • As you can see from the map on page 7 we are investing in projects that are making a real impact.	
CLIMATE CHANGE AND THE NEED FOR ACTION **SLIDE 4** **PAGE 3 OF ORIENTATION MANUAL**	**SAY AND SHOW SLIDE #4:** Climate change is caused by a build-up in our atmosphere of carbon dioxide and other greenhouse gas emissions from many of our everyday activities, such as driving and heating our homes and offices. These emissions create a heat trapping blanket around the Earth that is raising the temperature of our planet. **SAY AND SHOW SLIDE :** Some of the recent effects experienced in Canada include: • Melting permafrost in Northern Canada • Reduced Fresh water availability caused by retreating glaciers • A pine beetle epidemic that has devastated forests in British Columbia. **ASK: WHAT IS A CARBON FOOTPRINT?** • Every person, business and other organization has a carbon footprint which is the total of all of the greenhouse gas emissions emitted as a result of their various activities. Some of these activities include transportation (e.g. driving or flying) and the use of fuel for heating and electricity • Canada's per capita emissions are 22.7 tonnes of CO2 annually Canada has about 0.5% of the world's population, but contributes 2% of the total greenhouse gas emissions.	**12:11-12:21** **10 MINUTES**

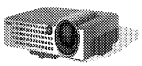
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	ASK: WHAT ARE CARBON OFFSETS AND REC'S? • Despite their best efforts, nobody can become carbon neutral on their own. In order to become carbon neutral and offset their household electricity and natural gas, consumers need to purchase a product that offers both Carbon Offsets and REC's. **ASK: WHAT IS A CARBON OFFSET?** • Carbon offsets are quantified and sold in metric tonnes of carbon dioxide equivalent CO2 e.g.; buying one tonne of carbon offsets means that there will be one less tonne of carbon dioxide in the atmosphere. **ASK: WHAT IS A RENEWABLE ENERGY CREDIT (REC)?** • Renewable Energy Credits (REC's) are certificates issued by a Third party, that is audited, to a power company which utilizes environmental friendly methods to generate electricity. • Any company that produces electricity using solar, wind, biomass or other "green" methods of production can receive 1 REC for each 1,000 KWh of electricity that they produce.	
THE SOURCE OF JUSTCLEAN RENEWABLE ENERGY CREDITS AND CARBON OFFSETS **SLIDE 5**	**ASK AND SHOW SLIDE 5: WHAT IS RENEWABLE ENERGY** • Renewable Energy is energy that comes from natural resources such as sunlight, wind, rain, tides and geothermal heat which are renewable and naturally replenished. • Renewable energy is an energy source that is either in relatively limitless supply, or that quickly regenerates when consumed. So solar, wind and water power are kinds of renewable energy, because they keep coming back after we have used them. Coal and oil are NON renewable sources of energy, because when they're gone, they're gone. • Renewable energy is found in abundance and we must make use of these resources such as solar, wind, hydropower, geothermal to the best advantage. For instance wind energy must be tapped to generate electricity. • Renewable energy is any source of energy which can be used or consumed without going into the state of being unusable. Examples of non-renewable energy sources would be petroleum, natural gas, coal, etc. You will find that everyday fossil fuels are non renewable sources of energy.	**12:21-12:26** **5 MINUTES**

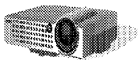
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
 PAGE 4 OF ORIENTATION MANUAL	**STRESS:** JustClean gets its Renewable Energy Credits from: • Wind Farms • Solar Power • Hydro Power **STRESS:** Greenhouse Gas capture is a means of mitigating the contribution of fossil fuel emissions to global warming, based on capturing carbon dioxide from large point sources such as fossil fuel power plants and storing it in such a way that it does not enter the atmosphere. JustClean achieves its Carbon Offsets from: • Methane Capture • Forest preservation • Planting Trees	
HOW JUSTCLEAN WORKS 	**STRESS:** **HANDOUT: HOWJUSTCLEAN WORKS** **SHOW SLIDE 6** **SAY: PLEASE TAKE A LOOK AT THE HANDOUT ENTITLED 'HOW JUSTCLEAN WORKS"** **ASK: WHY DO YOU THINK IT'S IMPORTANT TO KNOW HOW OUR JUSTCLEAN PRODUCT WORKS?** **SAY:** • Everybody has a carbon footprint. Despite our best efforts to be environmentally friendly, nobody can become "carbon neutral" on their own. • Through Just Energy's JustClean product, consumers can Purchase Renewable Energy Credits	**12:26-12:31** **5 MINUTES**

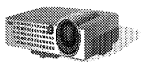
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
SLIDE #6	and Carbon Offsets to ensure that their household energy is 100% Green. Consumers can rest assured that they have offset a portion of their household carbon footprint and are supporting society's switch to a greener future. **SAY: LET'S GO BACK TO OUR ORIENTATION GUIDES.**	

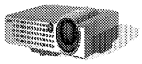
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
BENEFITS OF CARBON OFFSETS AND RCE'S  **SLIDE #5** **PG. 6**	**SAY AND SHOW SLIDE #7:** **Benefits of Carbon Offsets and REC's** • Give individuals the ability to take responsibility for their own climate impact and to demonstrate leadership on climate change • Make it possible to take responsibility for a portion of their household energy carbon footprint with respect to Natural Gas and electricity. • Promote innovation, and bring environmental and economic benefits to communities where green energy projects take place • Contribute to a better understanding of the magnitude and cost of greenhouse gas emissions and brown energy sources and the need to make reductions and shift to more sustainable sources of energy **Benefits of Supporting Canadian Initiatives** • Canadians are among the highest per-capita emitters of greenhouse gas emissions in the world and therefore have a responsibility to reduce our own emissions • Offset projects located in Canada have the potential to educate Canadians about climate change solutions in their communities • Supporting offset projects in Canada keeps jobs, technical expertise and financial benefits at home • Offset projects in Canada can be more readily monitored to ensure that the emission reductions do occur • Canada generally has stricter environmental regulations than developing countries, so offset projects are less likely to cause damage to the environment	**12:31-12:36** **5 MINUTES**

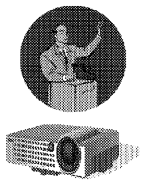
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
JUST ENERGY'S GREEN ACHIEVEMENTS  **SLIDE #8** **PG. 7**	**SAY AND SHOW SLIDE #8:** **ASK: WHAT HAVE OUR CUSTOMERS ALLOWED JUST ENERGY TO ACCOMPLISH TO DATE?** • Since 2007 in North America we have offset over 380,000 metric tons of carbon dioxide. That's like taking over 41,000 cars in North America off the road for a year, or like planting 410,000 carbon dioxide absorbing trees. Just Energy has also contributed more than 1.6 Billion kWh of clean, renewable energy. That's enough green energy to power 160,000 homes a year! • What environmental initiatives does Just Energy undertake on behalf of its customers? • Just Energy owns and operates Terra Grain Fuels, its own ethanol production plant in Belle Plaine, Saskatchewan with a design capacity of approximately 150 million litres of ethanol annually and 163,800 tonnes of dried distiller's grains annually. • Just Energy has invested in various local producers whose operations would not have existed without our involvement: • Ontario: Two landfill gas recovery projects in Essex County and Niagara Falls • B.C.: Heffley Creek biomass gasification project in Vernon, British Columbia	**12:36-12:38** **2 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
WHY GO GREEN?  **SLIDE 9** **PG. 8**	**SAY: IN YOUR NOTES LIST 5 REASONS TO EXPLAIN TO A CUSTOMER THE IMPORTANCE OF GOING GREEN.** **HAVE THE LEARNERS PRESENT THEIR ANSWERS BEFORE MOVING FORWARD.** • Environmental challenges are real and they are being caused by human activities. • Sustainability and the importance of the environment are growing factors in both business policies and consumer decisions. More and more Ontario residents are shifting away from strict cost concerns to a balanced approach towards their energy consumption that includes both conservation and environmentalism. Promoting or developing alternative sources of energy is a key priority for Ontario residents. Most Ontarians continue to believe that developing new renewable sources of energy such as solar and wind power is the BEST way to meet future demand. **ASK: WHAT ARE SOME ENVIRONMENTAL ISSUES YOU ARE AWARE OF?** **POSSIBLE ANSWERS:** • Hole in the Ozone Layer • Global Warming **SAY:** • Scientists state unequivocally that the earth is warming. • There is no debate that human activity has been increasing the concentration of heat-trapping gases. The more gases humans emit into the atmosphere, the more the earth will warm in the years ahead. • Environmental pollution and global warming are believed to have caused over 1 million km3 of arctic ice to melt in the last 30 years, and are putting tens of thousands of plant and animal species at risk • Resource sustainability and environmental protection are growing factors in global business practices and in the minds of consumers.	**12:38-12:42** **4 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
JUSTCLEAN HOME PROGRAM **PG. 9**  **SLIDE 10**	**SAY AND SHOW SLIDE # 10: WE HAVE LEARNED ABOUT JUSTGREEN. NOW I WOULD LIKE TO TELL YOU ABOUT OUR JUSTCLEAN HOME PROGRAM.** **ASK: WHAT IS JUSTCLEAN HOME?** **SAY: THE JUSTCLEAN HOME PROGRAM ALLOWS CUSTOMERS THE CHOICE TO GO 60% OR 100% GREEN.** • The JustClean Home Essential allows the customer to offset 60% of their energy consumption to green energy. • The JustClean Home Complete allows the customer to offset 100% of their energy consumption to green energy. • By purchasing this product customers can eliminate the pollution caused by their gas and electricity consumption up to 100% of their total energy usage! • JustClean Home allows customers to sign up for the program without locking into a long term contract. JustClean Home is a rolling term product that allows the customer to cancel at any without penalty. Customers will only have to pay 3 months in lieu of cancellation. **ASK: WHAT HAPPENS IF A CUSTOMER ALREADY HAS SIGNED UP FOR GAS?** • If a customer has already signed on with a gas retailer they can still sign up for the JustClean Home product! **ASK: WHAT ARE THE BENEFITS OF SIGNING UP FOR JUSTCLEAN HOME?** • Customers will receive a quarterly e-newsletter to keep them engaged and show them how they are consistently making a difference for the environment provided they have given their consent for Just Energy to email them • Customers can do their part for the environment • There is no hassle involved with JustClean Home as there is easy and convenient billing	**12:42-12:48** **6 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
BUY WITH CONFIDENCE FROM JUST ENERGY  **SLIDE #11** **PG. 10**	**SAY AND SHOW SLIDE #11:** **STRESS & ASK: WHY SHOULD CUSTOMERS BUY WITH CONFIDENCE FROM JUST ENERGY?** • Just Energy is EcoLogo certified • EcoLogo is North America's largest and most well repected environmental standard and certification mark. • Just Energy is Canada's largest green energy retailer! • Just Energy is Canada's largest green energy retailer and we have over 1.6M customers throughout North America. • We only buy from accredited producers • Just Energy purchases its carbon credits and renewable energy credits only from sources that meet the highest industry standards. • Local support • Whenever possible, Just Energy supports Canadian green power generation operations in Ontario, Manitoba, British Columbia and Alberta. • Focus on the highest quality • Just Energy ensures only the highest quality carbon credits are purchased. Examples include a landfill methane capture project in Ontario and a methane capture project at a wastewater treatment plant in Illinois. • Independent validation • Just Energy has a leading independent auditor, Grant Thornton LLP, to conduct an annual review of our energy purchases.	**12:48-12:52** **4 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
THE AGREEMENT **PG. 11 & 12**  **SLIDE 12**	**SAY AND SHOW SLIDE 12:** **ASK: PLEASE TAKE A LOOK AT THE SLIDE ON THE BOARD. KNOWING WHAT WE KNOW FROM EXAMINING THE PREVIOUS AGREEMENTS WHAT SHOULD WE BE FILLING OUT?** **Possible Answers:** • Signing date • Home or Business • Service Address • Account holder • Account Number **ASK: WHAT IS NEW ABOUT THIS AGREEMENT THAT IS DIFFERENT FROM THE PREVIOUS AGREEMENTS WE'VE LOOKED AT?** **Possible Answers:** • The JustClean Home program Essential or Complete boxes **SAY AND STRESS: TO PROPERLY COMPLETE THIS REGISTRATION FORM YOU WILL:** • Complete the customer information at the top of the registration form as it appears on the current utility bill. This includes the full name, billing and service address, and telephone number. • Ensure the agreement is signed by someone who has authority. This includes: • The account holder – that is the person whose name appears on the utility bill. • Authorized Representative, including a spouse including common law. • Review the section called "JustClean Home Program" with the customer. Fill in the Program the customer wishes to sign for (60% or 100%) and ensure the customer signs this section of the agreement. • Enter the source code given to you by Customer Service. • Ensure your Independent Contractor number, name and signature is also indicated as this will	**12:52-12:57** **5 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	impact your commission.	
JUSTCLEAN HOME CERTIFICATES  **SLIDE #13 & 14**	**SAY AND SHOW SLIDE #13 & 14** **DISCUSS THE DIFFERENT CERTIFICATES** • Just Energy will send out certificates to customers who have signed up for the JustClean Home program. **ASK: HOW ARE THESE CERTIFICATES IMPORTANT? HOW WILL THEY BENEFIT YOU AT THE POINT OF SALE?** .	**12:57-1:02** **5 MINUTES**

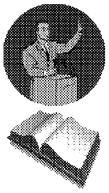
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
HANDLING OBJECTIONS: **PG. 15, 16, 17**	**SAY AND SHOW SLIDE # 15:** Customers may have questions or concerns that we need to address in order for us to move forward with the sale. We will go over this in greater detail later this week, but here are some guidelines on handling objections. **SHOW SLIDE #15** **POSSIBLE ANSWERS:** Always agree with the customer's objection. When a customer raises an objection, they are expecting some level of push back, if not confrontation. Agreeing with them disarms them and diffuses any possible antagonism. Examples include: • Of course Mr. Customer, I understand exactly what you mean." Overcome the objection. Never use the word "but" in your response. The word "and" is much more effective and does not make the customer wrong. Re-sell the program. Promote the benefits of the program. Return to the close. Always be assumptive and put pen to paper: • So, to get you started on our program, I'll just need your phone number. 416…" With JustClean Home you may come across some negative opinions or people who feel they are already doing enough for the environment. Below are some examples of objections and how to handle customers who feel they already do enough or who do not understand the program and how it affects the environment: Why/how does this make my energy green? • Explain the JustClean Home program • Explain what carbon offsets are • Explain what electricity REC's are Why should I pay more for green? • Your contribution allows you to be more environmentally responsible • It will give you Peace of Mind knowing you are contributing to a cleaner environment	**1:02-1:22** **20 MINUTES**

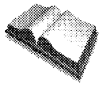
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	• It really does cost more. Brown power is cheaper but is not the environmentally conscious decision • This is a way of going green cheaply, and not changing your lifestyle I can't afford it • JustClean Home can cost less than a cup of coffee a day or the cost of a daily newspaper over the course of the month • Promoting green energy stimulates the economy and creates jobs Doesn't the government have green taxes? Shouldn't the government pay for this? • Yes, but we can help you do more to be environmentally friendly **STRESS: THIS IS A POSSIBILITY AND IS BEING WORKED ON. TOUCH ON THIS IF APPLICABLE.** • Be a pioneer, be the change! I already DO MY PART! • Congratulate the customer for being environmentally conscious! • Reassure them that adding JustClean Home can only increase their environmental awareness • Ask them what they do at home to increase their capacity to go "green" • Agree with the customer that they are currently making a difference for the environment • This is something you can easily add to what you do with no extra effort on your part **SAY:** • Using the Sales Presentation script, take turns practicing "JustClean Handling Objections" with a partner. Focus on the behaviours and the presentation that independent contractor displayed in the video. Include the details of our program (i.e.) what JustClean Essential and Complete are. **OBSERVE AND GIVE FEEDBACK– (AS THE IC'S ARE PRACTICING THEIR ROLE PLAYS, GIVE THEM FEEDBACK ON THEIR PRESENTATION. KEEP THE COMMENTS POSITIVE, AND MAKE YOUR SUGGESTIONS CONSTRUCTIVE.)**	

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	ASK: Did you find that you naturally managed your spacing? As the consumer, how comfortable did you feel with the space between you and the IC? **STRESS:** • Make sure the consumer understands the product they are purchasing and the details and timelines of the process. • Later in the presentation, you will be contacting our Customer Service department to verify the agreement. • A consumer, who fully understands the product, will not have doubt and questions later. They will be less likely to have concerns that result in problems or cancellation of their agreement.	
THE WRAP UP **PAGE 18**	**SAY:** • After you complete the agreement it is time to close the sale. At this time you will wrap up all final details, re-iterate the details of the JustClean Home program, including pricing, and ensure the customer is in possession of all the paperwork. **ASK AND SAY: PREVIOUSLY WE HAVE SEEN HOW TO PROPERLY WRAP UP A SALE. WHO WOULD LIKE TO DEMONSTRATE HOW TO WRAP UP A JUSTCLEAN HOME SALE?** • Give multiple learners the opportunity to demonstrate to the class how they will close a JustClean Home sale.	**1:22-1:24** **2 MINUTES**
ACCEPTABLE MARKETING PRACTICES AND	**SAY:** As independent contractors, you must market in accordance with legal and regulatory requirements set out in your Independent Contractor Agreement.	**1:25- 1:35** **10 MINUTES**

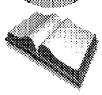
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
CODE OF COMPLICANCE **PG. 19**	• Every decision you make affects the business either positively or negatively. You play a vital role. Taking personal responsibility for Just Energy's success is taking a personal responsibility for your business. Your success is our success. Code of Compliance **INDEPENDENT CONTRACTORS MUST:** • Inform consumers of the price and term of the offer, truthfully and accurately. Identity themselves as a representative of Just Energy and that they are not affiliated with the utility, any government or consumer group. This includes showing the ID badge. This card must show the name of the independent contractor. The ID badge cannot contain the OEB license numbers and OEB information if the IC is marketing only JustClean • The account holder or spouse/common law of the account holder can legally bind the agreement • Use only timely, accurate comparisons. • Allow the consumer sufficient time to read, without harassment, all documents Just Energy provides. • Not induce a consumer to breach a contract with another marketer • Use only current and approved Just Energy sales and marketing materials. • Keep up to date on all regulatory information and changes.	
ACCEPTABLE MARKETING PRACTICES AND CODE OF COMPLICANCE 	SAY: • Respect Do Not Solicit Signs and do not approach consumers listed on the Do Not Solicit List issued by the company. • Do not speak negatively about competitors or the utility. • Never make promises or predictions with respect to savings or changes in the energy marketplace. • **You must read, understand & follow Code of Business Conduct & Ethics Policy**.	**1:35-1:36** **1 MINUTE**

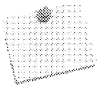
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PG. 19		
ACCEPTABLE MARKETING PRACTICES AND CODE OF CONDUCT	**STRESS:** The Acceptable Marketing Practices are place to protect you, the customer and Just Energy. Please follow them carefully.	**1:36-1:37** **1 MINUTE**
CORPORATE AND CONSUMER RELATIONS CCR PG. 20	**SAY:** • The Corporate & Consumer Relations Department (CCR) ensures Just Energy maintains high standards in the sales processes while ensuring compliance with legislation and conditions of licensing. CCR provides timely and objective resolution to allegations brought against independent contractors to both customers and regulators. • In Ontario, we are regulated by the Ontario Energy board who oversees our marketing practices. In addition, there are other avenues through which customers may seek out to inquire about Just Energy or log their concerns. They may contact the Better Business Bureau and the local utility. • By providing objective resolutions to allegations, CCR is able to maintain good working relationships with industry partners, regulators, the government and you. They achieve this through the compliance process and system, which allows them to identify areas requiring performance and independent contractor marketing activities.	**1:37-1:40** **3 MINUTES**

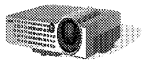
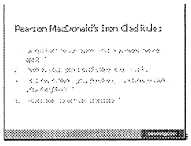
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	• Examples of allegations received from customers are: the customer done not fully understand who we are, or the price and nature of the program. These allegations are easily avoidable if you are clear and articulate in your sales presentation as you speak with the account holder and remain cautious when registering the elderly. Customers must be able to understand the agreement they are signing. Be clear about whom Just Energy is and our programs. Any complaint investigated by the CCR department determined to be valid will be met with disciplinary action.	
SUBMITTING THE SIGNED AGREEMENT TO HEAD OFFICE  **PG. 21** **REASONS AGREEMENTS ARE DELAYED OR CANCELLED**	**SAY:** • After returning to your Regional Office, completed agreement will be couriered to Head Office in Mississauga, Ontario. Before leaving the customer, ensure that all the required information is complete as it will impact how quickly the contract is uploaded and when you receive the commission. • When agreements are cancelled, independent contractors do not receive commission for the sale. It is important for you to ensure every agreement is submitted only when all sections are fully completed with accurate legible information, and signatures. • The list on page 26 itemizes frequently encountered reasons agreements are not reaffirmed and issued. All of these are preventable. **Missing or incorrect signing date:** The date identifies when the customer signed and accepted terms and conditions of the agreement. The contract expires 60 days from the signing date on the contract. If there is no date and the customer can not be contacted, Just Energy will lose the sale. **Invalid billing and service address:** Just Energy is unable to contact customer, enroll customer or send billing to correct location.	**1:40-1:45** **5 MINUTES**
HEAD OFFICE PROCESSES THE AGREEMENT	**SAY:** • Head Office receives the couriered documents and reviews them for completion. If there is any missing information, Customer Service will contact the customer to get the correct information. If	**1:45-1:50** **5 MINUTES**

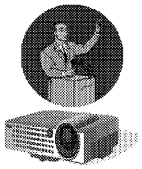
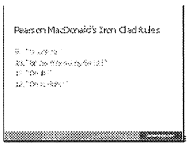
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PG. 22	the agreement does not have a customer signature, the agreement is cancelled. • Agreements are continually being reviewed and revised. Ensure that you are always using the most recent copy. Expired agreements will not be accepted. Similarly, do not use agreements before the implementation date. This too will cause delays in processing the agreement and your commission. • The customer will see Just Energy name and information on their bill within 2-5 months for JustClean Home.	
RECEIVING COMMISSIONS  PG 22	**SAY AND SHOW SLIDE 16:** • Just Energy has always been an industry leader in offering exciting, innovative and unique rewards to independent contractors. In addition to an exciting commission payment system, Just Energy offers other rewards and incentives that include great items for everyone. • Let's start with the commission structure. The sales commission structure consists of 3 levels: 1. Initial commission 2. Reconciliation commission 3. Residual commission **SAY:** **Reconciliation Payments** • Reconciliation commission payment is earned after the agreement commenced for at least 80 days	**1:50-1:55** **5 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	for the submitted contract and is paid in the amount indicated on the commission chart. • The customer must still be with JustClean Home on the reconciliation commission date. If it is not, the commission will be deducted from payment if the contract is cancelled prior to the reconciliation commission date. The commission can be deducted at anytime following the reconciliation payment date. **Residual Payments** • Residual payments are earned for contracts that are still active on the anniversary date of the Effective Contract. **SAY:** • Let's take a closer look with some examples. • Show some examples of JustClean Home commissions	
CONTINUED SUPPORT FOR OUR CUSTOMERS **PG. 23**	**SAY:** • Customer Service continues to build a lasting relationship with the customers. Just Energy will continue to appear on the customer's bill every month. If the customer ever has questions or concerns regarding their service or bill, they will contact our Call Center in Mississauga, Ontario. One of the common reasons why customers contact our Call Center is in regards to their bills.	**1:55-1:56** **1 MINUTE**
KEYS TO SUCCESS **ATTITUDE IS EVERYTHING**	**SHOW SLIDE# 34 AND SAY:** One of the most important considerations in sales is projecting a positive attitude. A positive attitude will generate a positive atmosphere, creating a satisfying outcome. Customers will sense a negative attitude immediately and will respond accordingly.	**1:56-2:01** **5 MINUTES**

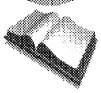
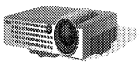
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PG. 24	• A positive attitude indicates confidence in yourself and the product you are selling. You are letting the customer know that you believe in what you are selling and the benefits customers will receive when they purchase our products. • Your attitude is something that you alone are responsible for and can control. Each day you can choose the attitude you will use to face the day – you control the way you react to what life puts in your path. No one else can make that choice for you. When you choose to face the day with a positive attitude, it not only affects you, but everyone with whom you come in contact.	
APPEARANCE  PG. 24	SAY: Appearance is critical when dealing with the general public. Presenting a professional image is vital to your success. Feeling good about the way you look increases your confidence and enhances your positive attitude. While representing Just Energy, you should: Your identification badge must be clearly visible to consumers all times. The front of the badge must display the company logo. The ID badge cannot contain the OEB license numbers and OEB information if the IC is marketing only JustClean • Present yourself in a neat, clean and professional manner. • Dress code is business casual and investing in professional clothing enhances your appearance, while putting the consumer at ease. Independent contractors must wear: a) A shirt that properly and prominently displays company's name and logo. In colder weather, a jacket/coat or a vest over clothing that properly and prominently displays company's name and logo. b) Do not wear a cap unless it has the company's name and logo visibly on the front of the hat, and the hat is worn with the logo facing forward. c) Appropriate footwear that is comfortable.	**2:01-2:04** **3 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
	Please ensure that you are following the guidelines for dealing with heat and cold stress.	
PROFESSIONALISM **PG. 24** 	**SAY:** • Increase your credibility by dressing for success and wearing Just Energy attire. • Be a good listener, patient and leave with a smile. Be genuine. People can and will notice. • Allow time for consumer to read through all the paperwork before signing. • Know how to tell when there is no chance of signing up a consumer and leave graciously. • ALWAYS leave a consumer's door smiling and positive, no matter what happens. • Do not exert undue pressure on a consumer. • Do not speak negatively about the competition or the utility. • Know your business and answers to the most frequently asked questions. **HANDOUT: FAQ'S** Here is a copy of the FAQ's that you should practice and incorporate in your sales presentation so that you can answer consumer's questions.	**2:04-2:06** **2 MINUTE**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PEARSON MACDONALD'S IRON CLAD RULES  **SLIDE # 17-18**  **PG. 25** 	**SHOW SLIDES #17-18 SAY:** The late Pearson MacDonald and his rules for success were important influences of Just Energy's original leaders and the way that door-to-door sales are conducted at Just Energy. Pearson spent much of his life in direct sales and helped build the values which are still upheld within Just Energy today. Much of his success can be attributed to his positive, winning attitude. Below are his twelve Iron Clad Rules for Success. **(SAY: THIS ENTHUSIASTICALLY!)** • "A quitter never wins and a winner never quits." Anything worth having is worth fighting for, so fight for it. • "Work your plan and plan your work." Know what day, what time, and where you are going to work. You are your own boss and therefore you must manage yourself and/or family responsibly. • "Action makes you positive; inaction makes you negative." Doing nothing makes you feel guilty; however, as soon as you start walking and talking, you feel excellent. • "Practice, practice, practice." One thing you always hear about the top sales performers is that they always practice more and try harder. • "Momentum is everything." Once you start work, don't stop for coffee, food etc., until your day is complete. Once the ball is rolling, don't stop it. • "Treat a business like a business." Once at a presentation, do your presentation. Do not socialize during your business hours. Your time is too valuable. • "You always get exactly what you deserve." If you provide a lot of service, you will receive a lot of reward. If you provide little service, you will receive little reward. • "Set your goal, write it down, and repeat it twenty times a day." If you have no destination, you will never arrive. Goal setting is a must for success.	**2:06-2:11** **5 MINUTES**

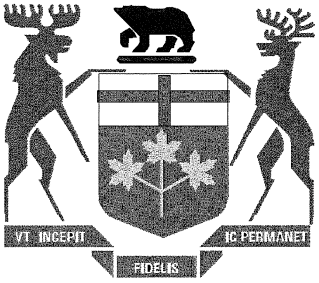
TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PEARSON MACDONALD'S IRON CLAD RULES  **SLIDE # 17-18**  **PG. 26**	**SHOW SLIDES #17-18 AND SAY:** • "Visualize." What a human mind can conceive and believe, the human mind can achieve. • "Be an eternal optimist!" People are always telling you what you can't do; use this as fuel to prove them wrong. • Do It!" Procrastination is your worst enemy. Just go! • "Do it right!" Learn from the pros. Choose a role model to achieve top skills and strategies.	**2:11-2:14** **3 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
PROFESSIONAL DEVELOPMENT	**SAY:** On page 26, you will find a list of books recommended by Darren Pritchett. These books are related to attitude, sales and wealth creation. • The Magic of Thinking Big by David Schwartz • The Greatest Salesman in the World by Og Mandino • The Richest Man in Babylon by George S. Clason • Think & Grow Rich by Napoleon Hill • How to Sell Anything to Anybody by Joe Girard • Rich Dad, Poor Dad by Robert Kiyosaki • The Power of Positive Thinking by Norman Vincent Peale • Secrets of Closing the Sale by Zig Ziglar • The Wealthy Barber by David Chilton • Personal Power by Anthony Robbins • The Psychology of Selling by Brian Tracy • The Millionaire Next Door by Thomas Stanley • The Seven Habits of Highly Successful People by Stephen Covey • How to Master the Art of Selling by Tom Hopkins • The New Psycho-Cybernetics by Maxwell Maltz	**2:14-2:19** **5 MINUTES**

TOPIC & PRESENTATION METHOD	LESSON PLAN DETAILS	TIME
NEXT STEPS  **PG. 27**  **SLIDE # 19** 	**SHOW SLIDE #20 AND SAY:** In order to prepare for your first day in the field tomorrow there are several items you should review. The more familiar you are with these items the more relaxed and comfortable you will be with customers. Review the following: • JustClean Home programs • Acceptable Marketing Practices • The Customer Agreement form • The Sales Presentation Script • The identified Frequently Asked Questions (FAQs) Prepare • Plan what you will wear tomorrow – business casual, something professional yet casual. Be sure to include comfortable shoes. • Prepare the materials you will bring with you. • Practice the Sales Presentation using the body language with a friend or family member. • Practice answering FAQs. In the pre-field meeting tomorrow you will have a chance to practice the Sales Presentation with the body language and FAQs again. You will receive coaching and suggestions from your Crew Coordinator and other independent contractors. **STRESS:** "Be an Eternal Optimist!" People are always telling you what you can't do; use this as fuel to prove them wrong. ~ Pearson MacDonald **SAY:** See you tomorrow at _____AM. Have a great night!	**2:19-2:21** **2 MINUTES**

THIS IS EXHIBIT "83" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Ontario

ONTARIO ENERGY BOARD

Code of Conduct for Gas Marketers

Restated
November 17, 2010

TABLE OF CONTENTS

PART A

1 GENERAL PROVISIONS

PART B

1 FAIR MARKETING PRACTICES

2 BUSINESS CARDS AND IDENTIFICATION BADGES

3 CONTRACTS AND TRANSFER REQUESTS

4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS

5 TRAINING

6 CERTIFICATION

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

8 SERVICES TO BE MAINTAINED BY A GAS MARKETER

9 CONFIDENTIALITY OF CONSUMER INFORMATION

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

PART C

1 TRANSITIONAL PROVISIONS

JE00008237_0001.pdf_2

PART A

1 GENERAL PROVISIONS

1.1 The Purpose of this Code

The purpose of this Code of Conduct for Gas Marketers (the "Code") is to set out the minimum standards that a licensed gas marketer must meet when marketing gas to consumers.

1.2 Definitions

In this Code:

"account holder" has the meaning given to it in the ECPA;

"account holder's agent" has the meaning given to it in the ECPA Regulation;

"Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"Board" means the Ontario Energy Board;

"consumer" means a person who annually uses less than 50,000 cubic metres of gas or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

"consumer information" means information relating to a specific consumer obtained by a gas marketer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

"contract" has the meaning given to it in section 2 of the ECPA;

"contract price" has the meaning given to it in section 2 of the ECPA Regulation;

"customer" means a consumer with whom a gas marketer has a contract for the supply of gas;

"disclosure statement" has the meaning given to it in the ECPA Regulation;

"ECPA" means the *Energy Consumer Protection Act, 2010,* S.O. 2010, c. 8;

"ECPA Regulation" means Ontario Regulation 389/10 made under the ECPA;

"Effective ECPA Date" means January 1, 2011;

"marketing" includes door-to-door selling, internet selling, direct mail selling, and any other means by which a gas marketer or a salesperson or verification representative of a gas marketer interacts directly with a consumer;

"regulation" means a regulation made under the Act or the ECPA;

"salesperson" has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a gas marketer but excludes a verification representative when acting solely in that capacity;

"text-based" has the meaning given to it in section 2 of the ECPA; and

"verification representative" means a person that conducts the verification of a contract on behalf of a gas marketer.

1.3 Application

This Code applies to all gas marketers licensed under section 48 of the Act.

1.4 Interpretation

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

1.5 Contracts only with account holder

A gas marketer shall not enter into, verify, renew or extend a contract with any person for the supply of gas to premises other than:

(a) the account holder for the premises; or

(b) an account holder's agent for the premises,

and references in Parts A and B of this Code to “consumer” shall be interpreted accordingly.

1.6 Obligation to comply with the law

1.6.1 A gas marketer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a gas marketer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.

1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

1.7 Obligation to ensure persons comply

1.7.1 A gas marketer shall ensure that its salespersons and verification representatives adhere to the same standards required of the gas marketer as set out in this Code.

1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a gas marketer shall be deemed to be the acts or omissions of the gas marketer.

1.8 Determinations by the Board and Exemptions

1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board's discretion.

1.8.2 The Board may grant an exemption to any provision of this Code. An exemption may be made in whole or in part, and may be subject to conditions or restrictions.

1.9 Breach of this Code

A breach of this Code may occur in the course of marketing even if no contract is entered into, amended, renewed or extended.

1.10 Coming into Force

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Code of Conduct for Gas Marketers dated December 20, 2004 as of the Effective ECPA Date, and the Code of Conduct for Gas Marketers dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

PART B

1 FAIR MARKETING PRACTICES

1.1 A gas marketer or salesperson of a gas marketer, when marketing to a consumer, shall:

(a) immediately and truthfully give the name of the salesperson and the gas marketer to the consumer, and state that the gas marketer is not the consumer's gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;

(b) if marketing to a consumer in person at a place other than the gas marketer's place of business, provide the consumer with a business card that meets the requirements of this Code;

(c) if marketing to a consumer in person at a place other than the gas marketer's place of business, display an identification badge that meets the requirements of this Code;

(d) state the price to be paid under the contract for the supply of gas, and state the term of the contract;

(e) not exert undue pressure on a consumer;

(f) allow a consumer sufficient opportunity to read all documents provided;

(g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and

(h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

2 BUSINESS CARDS AND IDENTIFICATION BADGES

Business cards

2.1 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business provides the consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the consumer about the gas marketer's products, services or business and before requesting any information about the consumer, including asking that the consumer locate any utility bills.

2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:

(a) the licence number issued to the gas marketer under the Act;
(b) the name and address of the gas marketer;
(c) the name of the salesperson acting on behalf of the gas marketer;
(d) the toll-free telephone number of the gas marketer; and
(e) the website address of the gas marketer.

Identification badges

2.3 A gas marketer shall ensure that every salesperson that is acting on its behalf and that is marketing to a consumer in person at a place other than the gas marketer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.

2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

(a) clearly identify that the salesperson is acting on behalf of the gas marketer, is not a representative of the consumer's gas distributor and is not associated with the Ontario Energy Board or the Government of Ontario;
(b) include a photograph of the salesperson's face that is not more than 2 years old at any time;
(c) identify the gas marketer;
(d) identify the name of the salesperson acting on behalf of the gas marketer;
(e) identify the title or position of the salesperson;
(f) include an identification number for the salesperson that has been issued by the gas marketer for that purpose; and
(g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the consumer.

3 CONTRACTS AND TRANSFER REQUESTS

Contracts

3.1 A contract between a gas marketer and a consumer shall clearly state:

(a) the time period for which the contract is in effect;
(b) the type and frequency of bills the consumer will receive; and
(c) any terms and conditions for renewal, extension or amendment.

3.2 A gas marketer shall not enter into any contract with a consumer that has a term of more than five years.

Transfer requests and supply (where verification is required)

3.3 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification applies unless:

(a) the gas marketer has given a text-based copy of the contract to the consumer;
(b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
(c) the gas marketer has given to the consumer the applicable price comparison that complies with this Code;
(d) the consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
(e) the contract has been validly verified.

Transfer requests and supply (where verification is not required)

3.4 A gas marketer shall not submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer or supply gas to a consumer under a contract to which verification does not apply unless:

(a) the gas marketer has given a text-based copy of the contract to the consumer;
(b) the gas marketer has given the applicable Board-approved disclosure statement to the consumer;
(c) the gas marketer has given to the consumer the applicable price comparison that complies with this Code
(d) the consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
(e) the consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.

Transfer requests where contract is cancelled

3.5 Where a gas marketer receives notice of cancellation of a contract from a consumer, the gas marketer shall submit a request to the applicable gas distributor for a change of gas supply for that consumer to the gas distributor within 10 days of receipt of the notice of cancellation.

Transfer requests where consumer enters into contract with another gas marketer

3.6 A gas marketer that is notified of a pending transfer request by a gas distributor under section 4.3.6.5 of the Gas Distribution Access Rule shall, within 5 business days of the date of receipt of that notification, notify the consumer to whom the transfer request relates of the pending transfer request and of the consequences to the consumer if processing of the transfer request is completed. The notification to the consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the gas marketer if the processing of the transfer request is completed. The notification to the consumer may be:

(a) text-based; or

(b) by telephone, provided that the gas marketer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA, where a gas marketer makes a recording of a telephone call under this section, the gas marketer shall provide a copy of the recording to the consumer within 10 days after the consumer requests it.

3.7 Section 3.6 only applies where the consumer's contract with the gas marketer will expire after the proposed transfer date.

4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS

Disclosure statements

4.1 A gas marketer shall not offer a contract to a consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.

4.2 A gas marketer shall not renew or extend a contract with a consumer unless the gas marketer has given the consumer a disclosure statement in the applicable form approved by the Board.

4.3 If a consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the gas marketer shall inform the consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.

4.4 If a gas marketer wishes to provide a consumer with a Board-approved disclosure statement in a language other than English:

(a) if the disclosure statement is available from the Board in that language, the gas marketer may only provide the consumer with the disclosure statement that is available from the Board in that language; or

(b) if the disclosure statement is not available from the Board in that language, the gas marketer may provide the consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.

4.5 A gas marketer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only

in respect of the information specifically called for by the disclosure statement. Where a gas marketer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the gas marketer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

Price comparisons

4.6 A gas marketer shall ensure that a disclosure statement provided to a consumer is accompanied by a price comparison. For that purpose, the gas marketer shall:

(a) use the applicable price comparison template approved by the Board, in the form and with the content that is made available by the Board at the relevant time and without alteration or redaction other than to include details of the gas marketer's contract price offer and such other information as is required by the instructions contained in the template; and

(b) complete the Board-approved price comparison template by including details of the gas marketer's contract price offer and such other information as is required by the instructions contained in the template, and shall do so in accordance with the instructions contained in the template.

4.7 A gas marketer shall ensure that the information regarding the contract price being offered to a consumer that is included by the gas marketer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.

4.8 A gas marketer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the gas marketer.

4.9 If a gas marketer wishes to provide a consumer with a price comparison in a language other than English, the gas marketer may provide the consumer with a

translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the Board referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

Contract verification

4.10 A gas marketer shall ensure that the verification of a contract with a consumer complies with section 4.11.

4.11 The verification of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:

(a) the verification representative shall use the applicable script approved for that purpose by the Board;

(b) the verification representative shall not deviate from the applicable Board-approved script except to comply with paragraph (e), to provide a factual answer to a question from the consumer or to provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative;

(c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a "yes" or "no" answer from the consumer, the verification representative shall terminate the verification call if the consumer does not provide a clear affirmative response;

(d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the gas marketer;

(e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board-approved script, as applicable; and

(f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.12 Where a consumer notifies a gas marketer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining verification of that contract.

Contract renewal or extension

4.13 A gas marketer shall ensure that the renewal or extension of a contract with a consumer complies with section 4.14.

4.14 The renewal or extension of a contract with a consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:

(a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the Board;

(b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable Board-approved script;

(c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a "yes" or "no" answer from the consumer, the salesperson shall terminate the renewal or extension call if the consumer does not provide a clear affirmative response; (d) the salesperson shall terminate the renewal or extension call where the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the applicable Board-approved script; and

(e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.

4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a consumer notifies a gas marketer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the gas marketer shall not thereafter contact the consumer for the purposes of obtaining the renewal or extension of that contract.

4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer notifies a gas marketer that the customer does not wish to renew or extend the contract, the gas marketer shall not renew or extend the contract unless the gas marketer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

5 TRAINING

5.1 A gas marketer shall ensure that no salesperson or verification representative that acts on its behalf markets to a consumer or negotiates, enters into, verifies, renews or extends a contract with a consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.

5.2 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

(a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process; and

(b) adequate and accurate material covering the following areas:

(i) gas market structure;
(ii) how to complete a contract application;
(iii) behaviour that constitutes an unfair practice;
(iv) use of business cards;
(v) use of identification badges;
(vi) disclosure statements;
(vii) price comparisons;
(viii) verification;
(ix) consumer cancellation rights;
(x) renewals and extensions;
(xi) how gas pricing works, including the pricing of gas supplied by gas distributors;
(xii) persons with whom a gas marketer may enter into, verify, renew or extend a contract; and
(xiii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.3 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

(a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.11; and

(b) adequate and accurate material covering the following areas:

(i) gas market structure;

(ii) behaviour that constitutes an unfair practice;
(iii) disclosure statements;
(iv) price comparisons;
(v) verification;
(vi) consumer cancellation rights;
(vii) how gas pricing works, including the pricing of gas supplied by gas distributors;
(viii) persons with whom a gas marketer may enter into and verify a contract; and
(ix) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A gas marketer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

(a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process, including the use of the Board-approved script referred to in section 4.14; and
(b) adequate and accurate material covering the following areas:

(i) gas market structure;
(ii) behaviour that constitutes an unfair practice;
(iii) use of business cards, unless renewals and extensions are conducted solely by telephone;
(iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;
(v) disclosure statements;
(vi) price comparisons;
(vii) consumer cancellation rights;
(viii) renewals and extensions;

(ix) how gas pricing works, including the pricing of gas supplied by gas distributors;

(x) persons with whom a gas marketer may renew or extend a contract; and

(xi) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.5 A gas marketer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or "e-training"), developed only by an employee of the gas marketer or by a person under contract, provided that such person is not also under contract to the gas marketer for the purpose of providing salespersons or verification representatives or of otherwise carrying out marketing or verification activities. A gas marketer shall also ensure that training is conducted or, in the case of internet-based training (or "e-training"), developed only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

(a) a gas marketer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson's or verification representative's knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;

(b) the training test questions may be fixed or taken randomly from a test question repository;

(c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 80% pass mark on the training test;

(d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the

salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and

(e) the gas marketer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.

5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.

5.8 A gas marketer shall ensure that each salesperson and verification representative that acts on its behalf re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the gas marketer.

5.9 A gas marketer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the gas marketer for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the gas marketer.

5.10 A gas marketer shall maintain, for each salesperson and verification representative that acts on its behalf, compete records of the following:

(a) the training material used (updated for each time the person undergoes training);

(b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);

(c) proof of identity of the person;

(d) the date(s) any training of the person was conducted;

(e) the date(s) any testing of the person was conducted;

(f) the training test questions, answers and score (for each time the person undergoes testing)

(g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the gas marketer; and

(h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the gas marketer, and shall be provided to the Board on request.

6 CERTIFICATION

6.1 A gas marketer shall not enter into, renew, extend or amend a contract with a consumer on and after the Effective ECPA Date unless the gas marketer has filed with the Board a certificate of compliance in the form set out in Appendix A and received from the Board the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.

6.2 Where a gas marketer indicates "N/A" on the certificate of compliance referred to in section 6.1 in relation to a given statement, the gas marketer shall not conduct the activity to which that statement relates unless the gas marketer has filed with the Board a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.

6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the gas marketer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.

6.4 Commencing in 2012, a gas marketer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code.

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

Consumer complaints

7.1 A gas marketer shall provide to its customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the gas marketer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.

7.2 If any consumer makes a complaint to a gas marketer regarding marketing or verification by or on behalf of the gas marketer, the conduct of the gas marketer's salespersons or verification representatives, the contract the consumer has with the gas marketer, or any other matter related to the gas marketer, the gas marketer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the consumer, the gas marketer shall provide to the consumer the telephone number of the Board's Consumer Relations Centre.

7.3 In cases where a consumer complaint has been referred to the gas marketer from the Board and resolution of that complaint is reached, the gas marketer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

Compliance monitoring

7.4 A gas marketer shall maintain a compliance monitoring and quality assurance program that enables the gas marketer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements and to identify any need for remedial action.

7.5 The program referred to in section 7.4 shall:

(a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the gas marketer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;
(b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the gas marketer; and
(c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a gas marketer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement, the gas marketer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the gas marketer.

8 SERVICES TO BE MAINTAINED BY A GAS MARKETER

8.1 A gas marketer shall have a current mailing address in Ontario and a current telephone number which may be reached by the general public without charge, and shall provide them to every customer.

9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A gas marketer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

(a) for billing or market operation purposes;
(b) for law enforcement purposes;
(c) to comply with a statute or an order of a court or tribunal;
(d) when past due accounts of the consumer have been passed to a debt collection agency; or
(e) for the purpose of complying with the Market Rules.

9.2 A gas marketer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.

9.3 A gas marketer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

10.1 A gas marketer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed gas marketer.

10.2 A gas marketer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.

10.3 Within 60 days of any sale, transfer or assignment or a contract to another gas marketer, the new gas marketer must notify the affected customers of the new gas marketer's address for service and toll-free telephone number.

PART C

1 TRANSITIONAL PROVISIONS

Application

1.1 This Part only applies to a contract that was signed by the consumer on or after November 22, 2010 and before the Effective ECPA Date.

1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

Definitions

1.3 In this Part, "notice of reaffirmation" means the written notice to the gas marketer that indicates an intention of the consumer to reaffirm the contract, as set out in section 30 of the ECPA Regulation.

Transfer requests

1.4 A gas marketer shall not:

(a) submit a request to a gas distributor for a change of gas supply for a consumer to that gas marketer unless the gas marketer has the permission of the consumer in writing to do so; or

(b) supply gas to a consumer unless the gas marketer has the permission of the consumer in writing to do so, and has received the notice of reaffirmation from the consumer, where reaffirmation is required.

1.5 If a gas marketer discovers that a transfer request that it has submitted to a gas distributor for a consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the gas marketer's licence or the Code of Conduct for Gas Marketers as it read immediately prior to the Effective

ECPA Date, or does not contain the signature of the consumer, the gas marketer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a contract that complies with the Act, the ECPA, the regulations, the gas marketer's licence and Parts A and B of this Code. If the consumer does not enter into and validly verify the compliant contract, the gas marketer shall immediately reverse the transfer request.

APPENDIX A

Form of Certificate of Compliance under Section 6.1 of the Code

Gas Marketer
Certificate of Compliance
Under Section 6.1 of the Code of Conduct for Gas Marketers

Part I: Definitions and Interpretation

1.1 In this Certificate:

"applicable legal and regulatory requirements" means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

"Effective Certification Date" means the later of the Effective ECPA Date and the date on which this Certificate is signed by the Gas Marketer and filed with the Board;

"Effective ECPA Date"January 1, 2011;

"Gas Marketer" means the licensed gas marketer identified in the opening paragraph of section II;

"salesperson" has the meaning given to it in the Board's Code of Conduct for Gas Marketers;

"text-based" has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

"verification representative" has the meaning given to it in the Board's Code of Conduct for Gas Marketers.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 In this Certificate, "N/A" in relation to a given statement means that the Gas Marketer will not, as of the Effective Certification Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

Part II: Certification

I, *<identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>*, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

Confirmation of Marketing Activities		
The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Certification Date are the following:	**Yes**	**No**
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certificate of Compliance		
	Yes	**N/A**
1. Salespersons		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D)The Gas Marketer's practices for hiring or contracting for salespersons are such that on and after the Effective Certification Date, those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons on and after the Effective Certification Date is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to		

Certificate of Compliance		
	Yes	**N/A**
comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(C) The required disclosure statement will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
4. Verification		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Gas Marketer have undergone training and testing in accordance with all		

Certificate of Compliance		
	Yes	**N/A**
applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer on and after the Effective Certification Date is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints on and after the Effective Certification Date alleging non-		

Certificate of Compliance		
	Yes	**N/A**
compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

_____

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certificate must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.

2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

APPENDIX B

Form of Certificate of Compliance under Section 6.2 of the Code

Gas Marketer Certificate of Compliance
Under Section 6.2 of the Code of Conduct for Gas Marketers

Part I: Definitions and Interpretation

1.2 In this Certificate:

"applicable legal and regulatory requirements" means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 48 of the *Ontario Energy Board Act, 1998* and any rule made by the Board under section 44 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

"Effective Date" means the date this Certificate is signed by the Gas Marketer and filed with the Board;

"Gas Marketer" means the licensed gas marketer identified in the opening paragraph of section II;

"salesperson" has the meaning given to it in the Board's Code of Conduct for Gas Marketers;

"text-based" has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

"verification representative" has the meaning given to it in the Board's Code of Conduct for Gas Marketers.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

Part II: Certification

Whereas on *<insert date>* the Gas Marketer filed with the Board a Certificate of Compliance under section 6.1 of the Code of Conduct for Gas Marketers in which the Gas Marketer indicated "no" or "N/A" in relation to one or more statements.

And whereas the Gas Marketer now intends to conduct the activities to which those statements relate.

I, *<identify (i) the certifying officer; (ii) his/her position with the Gas Marketer; and (iii) the name of the Gas Marketer>*, having made all necessary enquiries, certify on behalf of the Gas Marketer that:

Note: Indicate "yes" for any statement for which "no" or "N/A" was indicated in the certificate filed under section 6.1 of the Code of Conduct for Gas Marketers and in relation to which the Gas Marketer now intends to conduct the relevant activities.

Confirmation of Marketing Activities		
The channels that the Gas Marketer intends to use for the purpose of marketing gas as of the Effective Date are the following:	**Yes**	**No**
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Gas Marketer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certificate of Compliance		
	Yes	**N/A**
9. Salespersons		
(A) All salespersons acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Gas Marketer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Gas Marketer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D)The Gas Marketer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
10. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
11. Sales using the Internet		
(A) The Gas Marketer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of gas to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

Certificate of Compliance		
	Yes	**N/A**
12. Verification		
(A) No verification representative acting on behalf of the Gas Marketer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Gas Marketer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
13. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of gas contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Gas Marketer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Gas Marketer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Gas Marketer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of gas contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in		

Certificate of Compliance		
	Yes	**N/A**
place		
14. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any gas contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
15. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any gas contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Gas Marketer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
16. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Gas Marketer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

_____

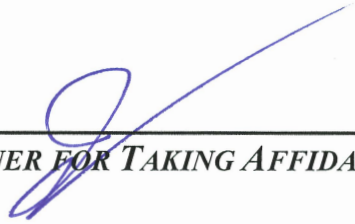
[Signature]
[Title]

Notes:

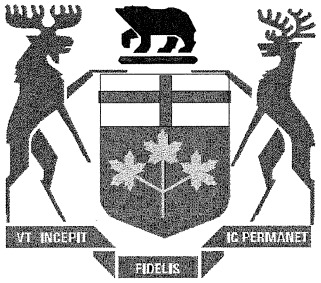
1. In accordance with section 6.3 of the Board's Code of Conduct for Gas Marketers, this Certificate must be signed by the Gas Marketer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.

2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

THIS IS EXHIBIT "84" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Ontario

ONTARIO ENERGY BOARD

Electricity Retailer Code of Conduct

Restated
November 17, 2010

3011

TABLE OF CONTENTS

PART A

1 GENERAL PROVISIONS

PART B

1 FAIR MARKETING PRACTICES

2 BUSINESS CARDS AND IDENTIFICATION BADGES

3 CONTRACTS AND TRANSFER REQUESTS

4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS

5 TRAINING

6 CERTIFICATION

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

8 SERVICES TO BE MAINTAINED BY A RETAILER

9 CONFIDENTIALITY OF CONSUMER INFORMATION

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

PART C

1 TRANSITIONAL PROVISIONS

JE00008239_0001.pdf_2

PART A

1 GENERAL PROVISIONS

1.1 The Purpose of this Code

The purpose of this Electricity Retailer Code of Conduct (the "Code") is to set out the minimum standards that a licensed retailer must meet when retailing electricity to consumers.

1.2 Definitions

In this Code:

"account holder" has the meaning given to it in the ECPA;

"account holder's agent" has the meaning given to it in the ECPA Regulation;

"Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"Board" means the Ontario Energy Board;

"consumer" means a person who uses, for the person's own consumption, electricity that the person did not generate;

"consumer information" means information relating to a specific consumer obtained by a retailer, its salesperson or its verification representative, and includes information obtained without the consent of the consumer;

"contract" has the meaning given to it in section 2 of the ECPA;

"contract price" has the meaning given to it in section 2 of the ECPA Regulation;

"customer" means a consumer with whom a retailer has a contract for the supply of electricity;

"disclosure statement" has the meaning given to it in the ECPA Regulation;

"ECPA" means the *Energy Consumer Protection Act, 2010,* S.O. 2010, c. 8;

"ECPA Regulation" means Ontario Regulation 389/10 made under the ECPA;

"Effective ECPA Date" means January 1, 2011;

"low volume consumer" means a consumer who annually uses less than 150,000 kilowatt hours of electricity or such other amount as may be prescribed for the purposes of section 2 of the ECPA;

"regulation" means a regulation made under the Act or the ECPA;

"retailing" includes door-to-door selling, internet selling, direct mail selling, and any other means by which a retailer or a salesperson or verification representative of a retailer interacts directly with a consumer;

"salesperson" has the meaning given to it in section 2 of the ECPA, and for greater certainty includes any person that offers or negotiates the renewal or extension of a contract on behalf of a retailer but excludes a verification representative when acting solely in that capacity;

"text-based" has the meaning given to it in section 2 of the ECPA; and

"verification representative" means a person that conducts the verification of a contract on behalf of a retailer.

1.3 Application

This Code applies to all retailers licensed under section 57(d) of the Act.

1.4 Interpretation

Unless otherwise defined in this Code, words and phrases shall have the meanings ascribed to them in the Act, the ECPA or the regulations, as the case may be. Where a word or phrase is defined in this Code, the Act, or the ECPA, other parts of speech and grammatical forms of the word or phrase have a corresponding meaning. Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. Words importing a person include: (i) an individual; (ii) a company, sole proprietorship, partnership, trust, joint venture, association, corporation or other private or public body corporate; and (iii) any government, government agency or body, regulatory agency or body or other body politic or collegiate. A reference to a person includes that person's successors and permitted assigns. A reference to a body, whether statutory or not, that ceases to exist or whose functions are transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions. A reference to a document (including a statutory instrument) or a provision of a document includes any amendment or supplement to, or any replacement of, that document or that provision. The expression "including" means including without limitation.

1.5 Low volume consumer contracts only with account holder

A retailer shall not enter into, verify, renew or extend a contract with any low volume consumer for the supply of electricity to premises other than:

(a) the account holder for the premises; or

(b) an account holder's agent for the premises,

and references in Parts A and B of this Code to "consumer" or "low volume consumer" shall be interpreted accordingly.

1.6 Obligation to comply with the law

1.6.1 A retailer shall comply with all applicable provisions of the Act, the ECPA and the regulations. Nothing in this Code affects the obligation of a retailer, its salespersons or its verification representatives to comply with all applicable provincial and federal law.

1.6.2 The requirements set out in this Code apply in addition to any other requirements imposed by law, whether dealing with the same subject-matter or not.

1.7 Obligation to ensure persons comply

1.7.1 A retailer shall ensure that its salespersons and verification representatives adhere to the same standards required of the retailer as set out in this Code.

1.7.2 Any acts or omissions of a salesperson or a verification representative acting on behalf of a retailer shall be deemed to be the acts or omissions of the retailer.

1.8 Determinations by the Board

1.8.1 Any matter under this Code requiring a determination of the Board may be determined by the Board without a hearing or through an oral, written or electronic hearing, at the Board's discretion.

1.9 Breach of this Code

A breach of this Code may occur in the course of retailing even if no contract is entered into, amended, renewed or extended.

1.10 Coming into Force

1.10.1 This Code shall come into force on the Effective ECPA Date.

1.10.2 This Code replaces the Electricity Retailer Code of Conduct dated December 20, 2004 as of the Effective ECPA Date, and the Electricity Retailer Code of Conduct dated December 20, 2004 is revoked as of the Effective ECPA Date.

1.10.3 Except where expressly stated otherwise, any amendment to this Code shall come into force on the date that the Board publishes the amendment by placing it on the Board's website after it has been made by the Board.

PART B

1 FAIR MARKETING PRACTICES

1.1 A retailer or salesperson of a retailer, when retailing to a consumer, shall:

(a) immediately and truthfully give the name of the salesperson and the retailer to the consumer, and state that the retailer is not the consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;

(b) if retailing to a low volume consumer in person at a place other than the retailer's place of business, provide the low volume consumer with a business card that meets the requirements of this Code;

(c) if retailing to a low volume consumer in person at a place other than the retailer's place of business, display an identification badge that meets the requirements of this Code;

(d) state the price to be paid under the contract for the supply of electricity, and state the term of the contract;

(e) not exert undue pressure on a consumer;

(f) allow a consumer sufficient opportunity to read all documents provided;

(g) not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to or entered into with the consumer; and

(h) not make any representation or statement or give any answer or take any measure that is false or is likely to mislead a consumer.

2 BUSINESS CARDS AND IDENTIFICATION BADGES

Business cards

2.1 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business provides the low volume consumer with a business card that meets the requirements set out in section 2.2 before making any representation to the low volume consumer about the retailer's products, services or business and before requesting any information about the low volume consumer, including asking that the low volume consumer locate any utility bills.

2.2 The business card referred to in section 2.1 shall be clear and legible and include the following information:

(a) the licence number issued to the retailer under the Act;
(b) the name and address of the retailer;
(c) the name of the salesperson acting on behalf of the retailer;
(d) the toll-free telephone number of the retailer; and
(e) the website address of the retailer.

Identification badges

2.3 A retailer shall ensure that every salesperson that is acting on its behalf and that is retailing to a low volume consumer in person at a place other than the retailer's place of business at all times wears, on the front of the salesperson's outer clothing, an identification badge that meets the requirements set out in section 2.4.

2.4 The identification badge referred to in section 2.3 shall be clear and legible and:

(a) clearly identify that the salesperson is acting on behalf of the retailer, is not a representative of the low volume consumer's electricity distributor and is not associated with the Ontario Energy Board or the Government of Ontario;

(b) include a photograph of the salesperson's face that is not more than 2 years old at any time;

(c) identify the retailer;

(d) identify the name of the salesperson acting on behalf of the retailer;

(e) identify the title or position of the salesperson;

(f) include an identification number for the salesperson that has been issued by the retailer for that purpose; and

(g) include an expiry date that is not more than 2 years after the date on which the identification badge was issued to the salesperson.

2.5 The salesperson's photograph and all of the information required by section 2.4 to appear on an identification badge must be shown on the same side of the identification badge, and must at all times be facing the low volume consumer.

3 CONTRACTS AND TRANSFER REQUESTS

Contracts with low volume consumers

3.1 A contract between a retailer and a low volume consumer shall clearly state:

(a) the time period for which the contract is in effect;

(b) the type and frequency of bills the low volume consumer will receive; and

(c) any terms and conditions for renewal, extension or amendment.

3.2 A retailer shall not enter into any contract with a low volume consumer that has a term of more than five years.

Transfer requests and supply (low volume consumers - where verification is required)

3.3 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification applies unless:

(a) the retailer has given a text-based copy of the contract to the low volume consumer;
(b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
(c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
(d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and
(e) the contract has been validly verified.

Transfer requests and supply (low volume consumers - where verification is not required)

3.4 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer or supply electricity to a low volume consumer under a contract to which verification does not apply unless:

(a) the retailer has given a text-based copy of the contract to the low volume consumer;
(b) the retailer has given the applicable Board-approved disclosure statement to the low volume consumer;
(c) the retailer has given to the low volume consumer the applicable price comparison that complies with this Code;
(d) the low volume consumer has acknowledged receipt of the text-based contract, the disclosure statement and the price comparison; and

(e) the low volume consumer has not given notice of cancellation of the contract under section 19(1) of the ECPA and the time for doing so has expired.

Transfer requests and supply (other consumers)

3.5 A retailer shall not submit a request to an electricity distributor for a change of electricity supply for a consumer who is not a low volume consumer to that retailer or supply electricity to a consumer that is not a low volume consumer unless the retailer has the permission of the consumer in writing to do so.

3.6 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a consumer who is not a low volume consumer is supported by a contract that does not comply with the Act, the regulations made under the Act, the retailer's licence or this Code, or does not contain the signature of the consumer, the retailer shall contact the affected consumer, clearly explain the non-compliance, and offer that consumer a compliant contract; and

(a) if the consumer accepts the compliant contract, provide a copy of the compliant contract to the consumer within 14 days of acceptance by that consumer; or

(b) if the consumer does not accept the compliant contract, immediately reverse the transfer request.

Transfer requests where contract with low volume consumer is cancelled

3.7 Where a retailer receives notice of cancellation of a contract from a low volume consumer, the retailer shall submit a request to the applicable electricity distributor for a change of electricity supply for that low volume consumer to the electricity distributor, within 10 days of receipt of the notice of cancellation.

Transfer requests where low volume consumer enters into contract with another retailer

3.8 A retailer that is notified of a pending transfer request by an electricity distributor under section 10.5.4 of the Retail Settlement Code that pertains to a contract with a low volume customer shall, within 5 business days of the date of receipt of that notification, notify the low volume consumer to whom the transfer request relates of the pending transfer request and of the consequences to the low volume consumer if processing of the transfer request is completed. The notification to the low volume consumer shall, at a minimum, identify any cancellation fee or other financial amounts that may be payable to the retailer if the processing of the transfer request is completed. The notification to the low volume consumer may be:

(a) text-based; or

(b) by telephone, provided that the retailer makes a voice recording of the telephone call and the recording of the call has associated with it a verifiable date and time stamp.

Subject to section 28 of the ECPA Regulation, where a retailer makes a recording of a telephone call under this section, the retailer shall provide a copy of the recording to the low volume consumer within 10 days after the low volume consumer requests it.

3.9 Section 3.8 only applies where the low volume consumer's contract with the retailer will expire after the proposed transfer date.

4 DISCLOSURE STATEMENTS, PRICE COMPARISONS, VERIFICATION AND RENEWALS OR EXTENSIONS

Disclosure statements for low volume consumers

4.1 A retailer shall not offer a contract to a low volume consumer unless the contract is accompanied by a disclosure statement in the applicable form approved by the Board.

4.2 A retailer shall not renew or extend a contract with a low volume consumer unless the retailer has given the low volume consumer a disclosure statement in the applicable form approved by the Board.

4.3 If a low volume consumer asks whether a Board-approved disclosure statement is available in a language other than English or requests one, the retailer shall inform the low volume consumer that the Board-approved disclosure statement is available from the Board in the languages listed on the disclosure statement.

4.4 If a retailer wishes to provide a low volume consumer with a Board-approved disclosure statement in a language other than English:

(a) if the disclosure statement is available from the Board in that language, the retailer may only provide the low volume consumer with the disclosure statement that is available from the Board in that language; or

(b) if the disclosure statement is not available from the Board in that language, the retailer may provide the low volume consumer with a translation of the Board-approved disclosure statement provided that the translation is true, accurate and complete.

4.5 A retailer shall not alter or redact a Board-approved disclosure statement except where expressly contemplated by the disclosure statement and then only in

respect of the information specifically called for by the disclosure statement. Where a retailer that prepares a translation of a Board-approved disclosure statement as permitted by section 4.4(b), the retailer shall not include any information in the translated disclosure statement other than the information set out in or specifically called for by the Board-approved disclosure statement.

Price comparisons

4.6 A retailer shall ensure that a disclosure statement provided to a low volume consumer is accompanied by a price comparison. For that purpose, the retailer shall:

(a) use the applicable price comparison template approved by the Board, in the form and with the content that is made available by the Board at the relevant time and without alteration or redaction other than to include details of the retailer's contract price offer and such other information as is required by the instructions contained in the template; and

(b) complete the Board-approved price comparison template by including details of the retailer's contract price offer and such other information as is required by the instructions contained in the template, and shall do so in accordance with the instructions contained in the template.

4.7 A retailer shall ensure that the information regarding the contract price being offered to a low volume consumer that is included by the retailer in the price comparison is an accurate reflection of the contract price over the term of the contract and is not presented in a manner that is misleading in any way.

4.8 A retailer shall not include in the price comparison any statements of a promotional nature about the products, services or business of the retailer.

4.9 If a retailer wishes to provide a low volume consumer with a price comparison in a language other than English, the retailer may provide the low volume consumer

with a translation of the price comparison provided that the translation includes a true, accurate and complete translation of the content that is made available by the Board referred to in section 4.6(a), and the translated price comparison otherwise complies with sections 4.6 to 4.8.

Verification of contracts with low volume consumers

4.10 A retailer shall ensure that the verification of a contract with a low volume consumer complies with section 4.11.

4.11 The verification of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation, and shall comply with the following requirements:

(a) the verification representative shall use the applicable script approved for that purpose by the Board;

(b) the verification representative shall not deviate from the applicable Board-approved script except to comply with paragraph (e), to provide a factual answer to a question from the low volume consumer or to provide a factual clarification where the low volume consumer has indicated that he or she does not understand a statement made by the verification representative;

(c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a "yes" or "no" answer from the low volume consumer, the verification representative shall terminate the verification call if the low volume consumer does not provide a clear affirmative response;

(d) the verification representative shall not at any time during the verification call make any statements of a promotional nature about the products, services or business of the retailer;

(e) the verification representative shall terminate the verification call where the ECPA Regulation or the applicable Board-approved script so requires, and

shall do so in accordance with the requirements of the ECPA Regulation or the applicable Board-approved script, as applicable; and

(f) the recording of the verification call has associated with it a verifiable date and time stamp.

4.12 Where a low volume consumer notifies a retailer that the consumer does not wish to verify a contract, whether as part of a verification call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining verification of that contract.

Renewal or extension of contracts with low volume consumers

4.13 A retailer shall ensure that the renewal or extension of a contract with a low volume consumer complies with section 4.14.

4.14 The renewal or extension of a contract with a low volume consumer shall be effected within the period and in the manner prescribed by the ECPA Regulation and shall, where effected by telephone, comply with the following requirements:

(a) the salesperson shall ensure that the call includes all of the statements and questions set out in the applicable script approved for that purpose by the Board;

(b) the salesperson shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the applicable Board-approved script;

(c) except where expressly permitted by the terms of the applicable Board-approved script, where the script calls for a "yes" or "no" answer from the low volume consumer, the salesperson shall terminate the renewal or extension call if the low volume consumer does not provide a clear affirmative response;

(d) the salesperson shall terminate the renewal or extension call where the applicable Board-approved script so requires, and shall do so in accordance with the requirements of the applicable Board-approved script; and

(e) the recording of the renewal or extension call has associated with it a verifiable date and time stamp.

4.15 Where, following receipt of the material referred to in section 15 of the ECPA Regulation, a low volume consumer notifies a retailer that the consumer does not wish to renew or extend a contract, whether as part of a renewal or extension call or by separate notice, the retailer shall not thereafter contact the low volume consumer for the purposes of obtaining the renewal or extension of that contract.

4.16 If, within the last year of a contract but prior to receipt of the material referred to in section 15 of the ECPA Regulation, a customer that is a low volume consumer notifies a retailer that the customer does not wish to renew or extend the contract, the retailer shall not renew or extend the contract unless the retailer reminds the customer of the notice of non-renewal or non-extension as part of the contract renewal or extension process referred to in section 15 of the ECPA Regulation and obtains positive acceptance of the renewed or extended contract from the customer.

5 TRAINING

5.1 A retailer shall ensure that no salesperson or verification representative that acts on its behalf retails to a low volume consumer or negotiates, enters into, verifies, renews or extends a contract with a low volume consumer unless the salesperson or verification representative has successfully completed training as set out in this Code.

5.2 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson other than a person involved solely in the renewal or extension of contracts:

(a) training in relation to all of the legal and regulatory requirements applicable to the sales process, contract verification, consumer cancellation rights and the renewal or extension process, in each case as they pertain to low volume consumers; and

(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:

(i) electricity market structure;
(ii) how to complete a contract application;
(iii) behaviour that constitutes an unfair practice;
(iv) use of business cards;
(v) use of identification badges;
(vi) disclosure statements;
(vii) price comparisons;
(viii) verification;
(ix) consumer cancellation rights;
(x) renewals and extensions;
(xi) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
(xii) persons with whom a retailer may enter into, verify, renew or extend a contract; and
(xiii) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.3 A retailer shall ensure that the training referred to in section 5.1 includes the following for a verification representative:

(a) training in relation to all of the legal and regulatory requirements applicable to the verification process, including the use of the Board-approved script referred to in section 4.11; and

(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:

(i) electricity market structure;
(ii) behaviour that constitutes an unfair practice;
(iii) disclosure statements;
(iv) price comparisons;
(v) verification;
(vi) consumer cancellation rights;
(vii) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;
(viii) persons with whom a retailer may enter into and verify a contract; and
(ix) all other relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.4 A retailer shall ensure that the training referred to in section 5.1 includes the following for a salesperson involved solely in the renewal or extension of contracts:

(a) training in relation to all of the legal and regulatory requirements applicable to the renewal or extension process applicable to low volume consumers, including the use of the Board-approved script referred to in section 4.14; and

(b) adequate and accurate material covering the following areas as they pertain to low volume consumers:

(i) electricity market structure;

(ii) behaviour that constitutes an unfair practice;

(iii) use of business cards, unless renewals and extensions are conducted solely by telephone;

(iv) use of identification badges, unless renewals and extensions are conducted solely by telephone;

(v) disclosure statements;

(vi) price comparisons;

(vii) consumer cancellation rights;

(viii) renewals and extensions;

(ix) how electricity pricing works, including the pricing of electricity supplied by electricity distributors;

(x) persons with whom a retailer may renew or extend a contract; and

(xi) all relevant Board regulatory requirements not already covered above, including those set out in this Code.

5.5 A retailer shall ensure that the training referred to in section 5.1 is conducted or, in the case of internet-based training (or "e-training"), developed only by an employee of the retailer or by a person under contract, provided that such person is not also under contract to the retailer for the purpose of providing salespersons or verification representatives or of otherwise carrying out retailing or verification activities. A retailer shall also ensure that training is conducted or, in the case of internet-based training (or "e-training"), developed only by persons with detailed knowledge of all of the elements listed in section 5.2, 5.3 or 5.4, as applicable, of this Code.

5.6 For the purposes of section 5.1:

(a) a retailer shall determine the successful completion of training by means of a training test that is designed to assess the state of the salesperson's or verification representative's knowledge of the elements listed in section 5.2, 5.3 or 5.4, as applicable;

(b) the training test questions may be fixed or taken randomly from a test question repository;

(c) in order to be considered to have successfully complete training, the salesperson or verification representative must achieve a minimum 80% pass mark on the training test;

(d) if a salesperson or verification representative fails a training test, the salesperson or verification representative may be permitted to re-take the training test once, provided that before re-taking the training test the salesperson or verification representative must also re-take the full training described in section 5.2, 5.3 or 5.4, as applicable; and

(e) the retailer shall ensure that the training test is not conducted in a manner that would permit the persons taking the training test to share questions and answers with one another while taking the training test.

5.7 In sections 5.1 to 5.6, a reference to a salesperson or a verification representative includes a reference to a prospective salesperson or a prospective verification representative.

5.8 A retailer shall ensure that each salesperson and verification representative that acts on its behalf in relation to low volume consumers re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 once every 12 months as a condition of continuing to act on behalf of the retailer.

5.9 A retailer shall ensure that any salesperson or verification representative that has not acted in that capacity on behalf of the retailer in relation to low volume consumers for a continuous period of 60 days or more re-takes the training referred to in section 5.2, 5.3 or 5.4, as applicable, and re-takes and passes a training test in accordance with section 5.6 prior to resuming activities as a salesperson or verification representative on behalf of the retailer in relation to low volume consumers.

5.10 A retailer shall maintain, for each salesperson and verification representative that acts on its behalf in relation to low volume consumers, compete records of the following:

(a) the training material used (updated for each time the person undergoes training);
(b) the name and title or position of the person(s) who conducted the training (updated for each time the person undergoes training);
(c) proof of identity of the person;
(d) the date(s) any training of the person was conducted;
(e) the date(s) any testing of the person was conducted;
(f) the training test questions, answers and score (for each time the person undergoes testing);
(g) a signed statement from the person that he or she will comply with all applicable legal and regulatory requirements in relation to the activities the person will conduct on behalf of the retailer in relation to low volume consumers; and
(h) a copy of all business cards and identification badges issued to the person.

The records referred to above shall be retained for a period of not less than two years from the date on which the salesperson or verification representative ceases to act on behalf of the retailer in relation to low volume consumers, and shall be provided to the Board on request.

6 CERTIFICATION

6.1 A retailer shall not enter into, renew, extend or amend a contract with a low volume consumer on and after the Effective ECPA Date unless the retailer has filed with the Board a certificate of compliance in the form set out in Appendix A

and received from the Board the written acknowledgement referred to in section 3 of Ontario Regulation 90/99.

6.2 Where a retailer indicates "N/A" on the certificate of compliance referred to in section 6.1 in relation to a given statement, the retailer shall not conduct the activity to which that statement relates unless the retailer has filed with the Board a further certificate of compliance in respect of that activity in the form set out in Appendix B and has received from the Board written acknowledgement of that certification.

6.3 A certificate of compliance referred to in section 6.1 or section 6.2 shall be signed by the retailer's Chief Executive Officer, Chief Operating Officer, President or person of equivalent position.

6.4 Commencing in 2012, a retailer shall provide in the form and manner required by the Board, annually by April 30, a self-certification statement on compliance with the Act, the ECPA, the regulations and this Code in relation to retailing to low volume consumers.

7 CONSUMER COMPLAINTS AND COMPLIANCE MONITORING

Consumer complaints

7.1 A retailer shall provide to its low volume consumer customers and prospective customers in all written offers, contracts, contract amendment forms and contract renewal or extension forms, the retailer's toll-free telephone number and the telephone number of the Board's Consumer Relations Centre.

7.2 If any low volume consumer makes a complaint to a retailer regarding retailing or verification by or on behalf of the retailer, the conduct of the retailer's salespersons or verification representatives, the contract the low volume consumer has with the retailer, or any other matter related to the retailer, the retailer shall expeditiously investigate the complaint and take all appropriate and necessary steps to resolve the complaint. If the complaint is not resolved to the satisfaction of the low volume consumer, the retailer shall provide to the low volume consumer the telephone number of the Board's Consumer Relations Centre.

7.3 In cases where a consumer complaint has been referred to the retailer from the Board and resolution of that complaint is reached, the retailer shall implement the resolution immediately and shall confirm this, in writing, with the Board.

Compliance monitoring

7.4 A retailer shall maintain a compliance monitoring and quality assurance program that enables the retailer to monitor compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements in relation to retailing to low volume consumers and to identify any need for remedial action.

7.5 The program referred to in section 7.4 shall:

(a) include regular quality assurance assessments of the performance of all salespersons and verification representatives acting on behalf of the retailer in relation to compliance with the Act, the ECPA, the regulations and all applicable Board regulatory requirements;

(b) make provision for appropriate support to salespersons and verification representatives acting on behalf of the retailer; and

(c) facilitate the identification of any need for specific training and/or coaching that a salesperson or verification representative may require.

7.6 Where a retailer receives a bona fide complaint that alleges that a salesperson or verification representative has failed to comply with a material requirement of the Act, the ECPA, the regulations or an applicable Board regulatory requirement in relation to retailing to low volume consumers, the retailer shall ensure that the salesperson or verification representative successfully undergoes remedial training on the subject-matter of the complaint (i.e., re-training on the applicable legal or regulatory requirement that the person is alleged to have violated) as a condition of continuing to act on behalf of the retailer in relation to low volume consumers.

8 SERVICES TO BE MAINTAINED BY A RETAILER

8.1 A retailer shall have a current mailing address in Ontario and a current telephone number listed in Ontario, , and shall provide them to every customer. If the retailer retails electricity to low volume consumers, the retailer shall have a telephone number which may be reached by the general public without charge, and shall provide the telephone number to every low volume consumer.

9 CONFIDENTIALITY OF CONSUMER INFORMATION

9.1 A retailer shall not disclose consumer information as defined in this Code to any person other than the consumer or the Board without the consent of the consumer in writing, except when the information has been sufficiently aggregated such that an individual consumer's information cannot be identified, or where consumer information is required to be disclosed:

(a) for billing or market operation purposes;
(b) for law enforcement purposes;
(c) to comply with a statute or an order of a court or tribunal;
(d) when past due accounts of the consumer have been passed to a debt collection agency; or
(e) for the purpose of complying with the Market Rules.

9.2 A retailer shall inform consumers regarding the conditions described in section 9.1 under which consumer information may be released to a third party without the consumer's consent.

9.3 A retailer shall not use consumer information obtained for one purpose from a consumer for any other purpose without the consent of the consumer in writing.

10 TRANSFER AND ASSIGNMENT OF CONTRACTS

10.1 A retailer shall not sell, transfer or assign the administration of a contract with a customer to another person who is not a licensed retailer.

10.2 A retailer must notify the Board of any sale, transfer or assignment of contracts within 10 days of the sale, transfer or assignment.

10.3 Within 60 days of any sale, transfer or assignment or a contract to another retailer, the new retailer must notify the affected customers of the new retailer's address for service and toll-free telephone number.

PART C

1 TRANSITIONAL PROVISIONS

Application

1.1 This Part only applies to a contract with a low volume consumer that was signed by the consumer on or after November 22, 2010 and before the Effective ECPA Date.

1.2 Except as otherwise provided in sections 1.4 and 1.5 of this Part, Parts A and B of this Code apply to a contract referred to in section 1.1.

Definitions

1.3 In this Part, "notice of reaffirmation" means the written notice to the retailer that indicates an intention of the consumer to reaffirm the contract, as set out in section 30 of the ECPA Regulation.

Transfer requests

1.4 A retailer shall not:

(a) submit a request to an electricity distributor for a change of electricity supply for a low volume consumer to that retailer unless the retailer has the permission of the low volume consumer in writing to do so; or

(b) supply electricity to a low volume consumer unless the retailer has the permission of the low volume consumer in writing to do so, and has received the notice of reaffirmation from the low volume consumer, where reaffirmation is required.

1.5 If a retailer discovers that a transfer request that it has submitted to an electricity distributor for a low volume consumer is supported by a contract that does not

comply with the Act, the regulations made under the Act, the retailer's licence or the Electricity Retailer Code of Conduct as it read immediately prior to the Effective ECPA Date, or does not contain the signature of the low volume consumer, the retailer shall contact the affected low volume consumer, clearly explain the non-compliance, and offer that low volume consumer a contract that complies with the Act, the ECPA, the regulations, the retailer's licence and Parts A and B of this Code. If the low volume consumer does not enter into and validly verify the compliant contract, the retailer shall immediately reverse the transfer request.

APPENDIX A

Form of Certificate of Compliance under Section 6.1 of the Code

Electricity Retailer
Certificate of Compliance
Under Section 6.1 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.1 In this Certificate:

"applicable legal and regulatory requirements" means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective ECPA Date;

"Effective Certification Date" means the later of the Effective ECPA Date and the date on which this Certificate is signed by the Retailer and filed with the Board;

"Effective ECPA Date" meansJanuary 1, 2011;

"low volume consumer" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;

"Retailer" means the licensed retailer identified in the opening paragraph of section II;

"salesperson" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;

"text-based" has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

"verification representative" has the meaning given to it in the Board's Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 In this Certificate, "N/A" in relation to a given statement means that the Retailer will not, as of the Effective Certification Date and for a period of not less than 1 month thereafter, carry on the activity to which the statement relates.

1.4 All statements in this Certificate pertain to retailing to low volume consumers.

Part II: Certification

I, *<identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>*, having made all necessary enquiries, certify on behalf of the Retailer that:

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Certification Date are the following:	**Yes**	**No**
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certificate of Compliance		
	Yes	**N/A**
1. Salespersons		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D)The Retailer's practices for hiring or contracting for salespersons are such that on and after the Effective Certification Date, those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons on and after the Effective Certification Date is in accordance with all applicable legal and regulatory requirements, are in place		
2. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used on and after the Effective Certification Date		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
3. Sales using the Internet		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will		

Certificate of Compliance		
	Yes	**N/A**
be used on and after the Effective Certification Date		
(C) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
4. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated on and after the Effective Certification Date in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
5. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used on and after the Effective Certification Date in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		

Certificate of Compliance		
	Yes	**N/A**
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer on and after the Effective Certification Date (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
6. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer on and after the Effective Certification Date is conducted in accordance with all applicable legal and regulatory requirements, are in place		
7. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer on and after the Effective Certification Date is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer on and after the Effective Certification Date is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
8. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints on and after the Effective Certification Date alleging non-compliance with any applicable legal or regulatory requirement can be		

Certificate of Compliance		
	Yes	**N/A**
received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

_____

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.

2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

APPENDIX B

Form of Certificate of Compliance under Section 6.2 of the Code

Electricity Retailer
Certificate of Compliance
Under Section 6.2 of the Electricity Retailer Code of Conduct

Part I: Definitions and Interpretation

1.2 In this Certificate:

"applicable legal and regulatory requirements" means all applicable requirements under the *Energy Consumer Protection Act, 2010*, the *Ontario Energy Board Act, 1998*, regulations made under those Acts, a licence issued under section 57(d) of the *Ontario Energy Board Act, 1998* and any code issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* that are in force on the Effective Date;

"Effective Date" means the date this Certificate is signed by the Retailer and filed with the Board;

"low volume consumer" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;

"Retailer" means the licensed retailer identified in the opening paragraph of section II;

"salesperson" has the meaning given to it in the Board's Electricity Retailer Code of Conduct;

"text-based" has the meaning given to it in the *Energy Consumer Protection Act, 2010*; and

"verification representative" has the meaning given to it in the Board's Electricity Retailer Code of Conduct.

1.2 Unless otherwise defined in this Certificate, words and phrases shall have the meanings given to them in the *Ontario Energy Board Act, 1998*, the *Energy Consumer Protection Act, 2010* or the regulations made under those Acts.

1.3 All statements in this Certificate pertain to retailing to low volume consumers.

Part II: Certification

Whereas on *<insert date>* the Retailer filed with the Board a Certificate of Compliance under section 6.1 of the Electricity Retailer Code of Conduct in which the Retailer indicated "no" or "N/A" in relation to one or more statements.

And whereas the Retailer now intends to conduct the activities to which those statements relate.

I, *<identify (i) the certifying officer; (ii) his/her position with the Retailer; and (iii) the name of the Retailer>*, having made all necessary enquiries, certify on behalf of the Retailer that:

Note: Indicate "yes" for any statement for which "no" or "N/A" was indicated in the certificate filed under section 6.1 of the Electricity Retailer Code of Conduct and in relation to which the Retailer now intends to conduct the relevant activities.

Confirmation of Retailing Activities		
The channels that the Retailer intends to use for the purpose of retailing electricity as of the Effective Date are the following:	**Yes**	**No**
(A) Door-to-Door		
(B) Exhibitions		
(C) Trade shows		
(D) Direct Mail		
(E) Retailer's place of business		
(F) Internet		
(G) Telephone Renewals		
(H) Other (please specify below)		

Certificate of Compliance		
	Yes	**N/A**
9. Salespersons		
(A) All salespersons acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(B) Each salesperson acting on behalf of the Retailer has been provided with business cards that meet all applicable legal and regulatory requirements		
(C) Each salesperson acting on behalf of the Retailer has been provided with an identification badge that meets all applicable legal and regulatory requirements		
(D)The Retailer's practices for hiring or contracting for salespersons are such that those persons can be expected to conduct their activities in compliance with all applicable legal and regulatory requirements and with integrity and honesty.		
(E) Adequate processes and controls, designed to ensure that the conduct of salespersons is in accordance with all applicable legal and regulatory requirements, are in place		
10. Sales using a text-based contract		
(A) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) Adequate processes and controls, designed to ensure that the text-based contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		
11. Sales using the Internet		
(A) The Retailer's internet website and internet contracting process have been prepared or revised to comply with all applicable legal and regulatory requirements		
(B) All contract offers, contracts and promotional material pertaining to the sale of electricity to consumers have been prepared or revised as required to comply with all applicable legal and regulatory requirements and only offers, contracts and promotional material that so comply will be used		
(C) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(D) Adequate processes and controls, designed to ensure that the internet contracting process is conducted in accordance with all applicable legal and regulatory requirements, are in place		

12. Verification		
(A) No verification representative acting on behalf of the Retailer will be remunerated in a manner contrary to any applicable legal and regulatory requirements		
(B) All verification representatives acting on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(C) All verification representatives acting on behalf of the Retailer have been instructed to do so using the verification call script approved by the Board		
(D) Adequate processes and controls, designed to ensure that each verification call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to verify) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(E) Adequate processes and controls, designed to ensure that the verification of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		
13. Contract Renewals and Extensions		
(A) All contract renewal/extension offers, contract renewal/extension forms and promotional material pertaining to the renewal/extension of electricity contracts with consumers have been prepared or revised in accordance with all applicable legal and regulatory requirements and only contract renewal/extension offers, renewal/extension forms and promotional material that so comply will be used		
(B) The required disclosure statement and price comparison will be used in accordance with all applicable legal and regulatory requirements		
(C) All salespersons conducting telephone renewals on behalf of the Retailer have undergone training and testing in accordance with all applicable legal and regulatory requirements		
(D) All salespersons conducting renewal calls on behalf of the Retailer have been instructed to do so using the renewal call script approved by the Board		
(E) Adequate processes and controls, designed to ensure that each renewal/extension call made or received by the Retailer (including a call from a consumer for the purpose of giving notice not to renew/extend) is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
(F) Adequate processes and controls, designed to ensure that the renewal/extension of electricity contracts with consumers is conducted in accordance with all applicable legal and regulatory requirements, are in place		

14. Contract Amendments		
(A) Adequate processes and controls, designed to ensure that the amendment of any electricity contract with a consumer is conducted in accordance with all applicable legal and regulatory requirements, are in place		
15. Cancellations and Retractions		
(A) Adequate processes and controls, designed to ensure that the cancellation of any contract with a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the payment of any refund to which the consumer may by law be entitled and to the switching of the consumer back to the consumer's utility, are in place		
(B) Adequate processes and controls, designed to ensure that the retraction of the renewal/extension of any electricity contract by a consumer is processed in accordance with all applicable legal and regulatory requirements, including as to the switching of the consumer back to the consumer's utility, are in place		
(C) Adequate processes and controls, designed to ensure that each cancellation call and each retraction call received by the Retailer is recorded and that a copy of the call recording can be retrieved and provided to the consumer upon request in accordance with all applicable legal and regulatory requirements, are in place		
16. Complaint Handling		
(A) Adequate processes and controls are in place to ensure that consumer complaints alleging non-compliance with any applicable legal or regulatory requirement can be received and are reviewed by the Retailer in a timely manner		
(B) Adequate processes and controls are in place to ensure that remedial action is taken in a timely manner to address consumer complaints referred to in (A) above, with the consumer and/or with any person that is the subject of the complaint		

Date: *<insert date of filing>*

_____

[Signature]
[Title]

Notes:

1. In accordance with section 6.3 of the Board's Electricity Retailer Code of Conduct, this Certificate must be signed by the Retailer's Chief Executive Officer, Chief Operating Officer, President or other person of equivalent position.

2. It is an offence under section 126(1)(b) of the *Ontario Energy Board Act, 1998* to knowingly furnish false or misleading information in any application, statement or return made under that Act or in any circumstances where information is required or authorized to be provided under that Act.

THIS IS EXHIBIT "85" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Markus Feldhofer[mfeldhofer@justenergy.com]
From: Ravi Maharaj
Sent: Tue 08/12/2015 9:56:43 AM
Importance: Normal
Subject: do not delete lol
MAIL_RECEIVED: Tue 08/12/2015 9:56:45 AM
Ontario Industry Learning Module (OEB) Assessment.pdf
Ontario Industry Training Module Story Board and Commentary Release 2014.pdf
Ontario Market & OEB Completion Form.pdf
Ontario OEB Proctor Step By Step - Final 14FEB14.pdf
Ontario Industry eLearning Participant Guide.pdf
Ontario Industry Learning Module (OEB) Assessment [Answer key].pdf

Ravi Maharaj
Regional Sales Manager

T 905.670.4440 ext: 71245 | F 905.564.6107 | C 416.817.9508
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail rmaharaj@justenergy.com | Web justenergy.com

Integrity | Innovation | Customer Centricity | Responsibility | Enrichment | Extraordinary

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.

THIS IS EXHIBIT "86" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Ontario Industry Training Assessment Booklet

3056

For Office Use Only:

Name (Please Print):

Date:

Signature:

Confirmation of identification:

Administration Sign Off:

Total: **/50**

Section 1 – Players in the Energy Sector

Time 5 minutes

1. What is the OEB responsible for?

   a. Setting rules and regulations of energy suppliers
   b. Handling consumer complaints about energy
   c. Issuing licenses to energy suppliers
   d. All of the above

2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector

   a. Ontario Energy Board
   b. Ministry of Energy
   c. Ontario Power Generation
   d. Ontario Power Authority

3. Approximately how many licensed electricity distributors ("LDCs") are there in Ontario?

   a. 2
   b. 73
   c. 170
   d. 25

4. Who are the two major natural gas distributors in Ontario?

   a. Union Gas and Hydro One
   b. Hydro One and Kingston Gas
   c. Union Gas and Enbridge Gas Distribution
   d. Enbridge Gas distribution and Kingston Gas

Total /4

Section 2 - Electricity

Time 11 minutes

1. Name the unit of measure that electricity consumers are billed based on.

   a. Gigajoules
   b. Meters
   c. Therm
   d. Kilowatt hours

2. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are:

   a. The Regulated Price Plan ("RPP") from the LDC and electricity consumers
   b. The RPP and LDC
   c. The LDC and deregulated generators
   d. The RPP offered by LDCs and electricity suppliers

3. What does RPP stand for?

   a. Rate Protected Price
   b. Ready Paid Pricing
   c. Regulated Price Plan
   d. Regulated Pricing Program

4. When does the RPP forecast price changes take effect?

   a. November 1st each year
   b. The 15th of each month
   c. May 1st and November 1st each year
   d. Every 3 months

Continued on next page

Section 2 - Electricity, Continued

5. If a consumer signs an agreement with an electricity supplier, then:

   a. They will leave the RPP
   b. They can never go back to the RPP
   c. Any variance amount is settled with a final „one time" charge or credit
   d. Both a and c

6. An aspect of a smart meter is:

   a. It allows the consumer to know how much electricity they are using at different periods throughout the day
   b. It allows the consumer to know their exact electricity consumption
   c. It prevents a consumer from signing an agreement with an electricity supplier
   d. All of the above

7. Time of use pricing:

   a. Results in the consumer paying less for hydro in peak periods
   b. Results in the consumer paying a flat rate
   c. Results in the consumer paying less for hydro in off-peak periods
   d. All of the above

8. This is the charge for the electricity you use, which you buy either from your local utility or through a licensed electricity supplier.

   a. Delivery charge
   b. Global adjustment
   c. Distribution charge
   d. Electricity commodity charge

Continued on next page

Section 2 - Electricity, Continued

9. What was the global adjustment previously called?

a) Provincial adjustment
b) IESO charge
c) Provincial Benefit
d) RPP

10. Where does the Global Adjustment show on a consumer who is on the RPP bill?

a) If they are purchasing from a supplier, it is included in the commodity charge
b) If they are paying the RPP it is included in the RPP rate
c) If they are being charged time of use rates, it is a separate line item
d) All of the above

Total /10

Section 3: Natural Gas

Time 4 minutes

1. How often do natural gas non-municipal LDCs review gas supply prices?

   a. Quarterly
   b. Every 6 months
   c. Once per year
   d. Whenever the RPP is set

2. This charge is for the gas a consumer uses, which they purchase either through their local utility or a licensed natural gas supplier.

   a) Natural gas commodity charge
   b) Natural gas supply adjustment
   c) Delivery charge
   d) Transportation charge

3. What option does a consumer have if they do not buy their natural gas through a licensed natural gas supplier?

   a) They are forced to buy it through the IESO
   b) They are required to buy it through the LDC
   c) They can choose to buy it from an unlicensed supplier
   d) They can buy it from the OEB

Total /3

Section 4: Your Role as a Salesperson

Time 9 minutes

1. The OEB Codes of Conduct state that energy salespeople must

   a) Provide a business card as soon they introduce themselves to consumers
   b) Not exert pressure on a consumer
   c) Close the sale within one visit
   d) Both a and b

2. The I-D badge that a salesperson wears

   a) Does not have to be visible at all times, just during an introduction
   b) Must be visible at all times to the consumer
   c) Must be worn on inner clothing
   d) Must have the picture of the salesperson covered for privacy reasons

3. Under ECPA regulation 389/10, what action represents an unfair practice?

   a) Making any false, misleading, or deceptive statement to the consumer
   b) Telling a consumer their gas will be cut off if they do not sign an agreement
   c) Telling a consumer they do not have a 10 day cooling off period
   d) All of the above

4. Who can sign a residential energy agreement?

   a) The account holder, their spouse, or their common law spouse
   b) Anyone living at the home where the energy is consumed
   c) A sibling of the account holder
   d) All of the above

Continued on next page

Section 4: Your Role as a Salesperson, Continued

5. Enrolling a consumer under false pretenses, acting as the consumer during the verification call, and signing the consumer's name on the agreement are all:

   a) Acceptable sales practices
   b) Questionable, but allowed sales practices
   c) Examples of fraud or forgery
   d) Are allowed under ECPA regulation 389/10

6. If you speak to a consumer that has a "no soliciting" sign that you did not see you should:

   a) Continue with the sales presentation
   b) Apologize for the error
   c) Attempt to set up another time or place to meet the consumer
   d) Do nothing

7. When speaking to the following people, door to door salespeople should use extra discretion with:

   a) The elderly (over 70), minors, babies
   b) Minors, people who speak English fluently, students
   c) People who have trouble speaking English, minors, the elderly
   d) The account holder's spouse, the account holder, students

8. In terms of consumer's privacy, salesperson responsibilities include:

   a) Keeping the consumer's information safe
   b) Using consumer's information for personal gain
   c) Personally keeping copies of incomplete agreements and any bills
   d) All of the above

Total /8

Section 5 - Executing an Agreement

Time 8 Minutes

1. The following must be completed in order for an agreement to be valid (not an exhaustive list)

   a) Consumer's signature, bank account information, mailing address
   b) Acknowledgement statement – signature, Agent name, Agent signature
   c) Acknowledgement statement – date signed, bank account information
   d) Consumer name, account holder name, credit information

2. When is it appropriate to use a Disclosure Statement?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

3. When is it appropriate to change a Disclosure Statement?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

4. When is it appropriate to use a Price Comparison Form?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

Continued on next page

Section 5 - Executing an Agreement, Continued

5. Price Comparison Forms are designed to

   a) Mislead the consumer
   b) Compare the energy suppliers price to competitor prices
   c) Compare the LDC default prices and energy supplier prices
   d) All of the above

6. The top section of the Price Comparison Form

   a) Should be covered up when the consumer signs the price comparison
   b) Estimates the consumer's charges when purchasing through the LDC
   c) Explains the difference between hydro and gas rates
   d) All of the above

7. Should the Disclosure Statement and Price Comparison Form be signed by the authorized consumer?

   a) Signature is not required since this is for information purposes only
   b) The Disclosure Statement is the only document that should be signed
   c) The Price Comparison Form is the only document that should be signed
   d) Both the Disclosure Statement and Price Comparison Form should be signed

Total /7

Section 6 - Verification

Time 6 minutes

1. The Verification call must be completed:

   a) After the enrolment transfer request is sent to the utility
   b) Before the enrolment transfer request is sent to the utility
   c) Before the 10-day cooling off period has expired
   d) Both b and c

2. Who can complete the Verification?

   a) The account holder, their spouse, or their common law spouse
   b) Anyone living at the home where the energy is consumed
   c) A sibling of the account holder
   d) All of the above

3. The script for the Verification call:

   a) Is standard for all Ontario energy suppliers
   b) Is different for all Ontario energy suppliers
   c) Cannot be printed by energy suppliers
   d) Both a and c

Continued on next page

Section 6 - Verification, Continued

4. In the Verification call the following must be confirmed:

   a) That the call is recorded
   b) That the consumer understands savings is not guaranteed
   c) The price and term of the agreement
   d) All of the above

5. When can a Verification agent deviate from the applicable OEB approved verification script?

   a) Never
   b) To provide a factual answer to the low volume consumer
   c) When required to terminate the call
   d) Both b and c

Total /5

3068

Section 7 - Agreement Renewals & Amendments

Time 9 minutes

1. For renewal packages sent to consumers for expiry dates after January 1, 2011:

   a. The package must include a Disclosure Statement
   b. The package must not include a Price Comparison Form
   c. The package must include promotional material
   d. Both a and c

2. When must a supplier send the renewal package to the consumer?

   a. Between 180 and 90 days before the agreement expires
   b. Between 120 and 30 days before the agreement expires
   c. Between 120 and 60 days before the agreement expires
   d. Between 120 and 90 days before the agreement expires

3. The following rules apply to automatic renewals:

   a. Automatic renewals are for electricity only
   b. Automatic renewals are for a 5 year term only
   c. Cancellation penalties apply throughout the term of the automatic renewal
   d. None of the above

4. For agreements expiring after January 1, 2011 what cancellation rights apply for electricity consumers that are renewing their agreement?

   a. Cancellation can be provided over phone, or in writing
   b. The consumer can retract their agreement to renew up to 14 days afterward
   c. The consumer must pay a penalty when cancelling no matter what
   d. Both a and b

Continued on next page

Section 7 - Agreement Renewals & Amendments, Continued

5. When a renewal is confirmed by the consumer, the following requirements apply:

   a. The call shall not be recorded
   b. The applicable OEB approved renewal script statements must be included in the call.
   c. The salesperson shall terminate the call when required, after they attempt rebuttal scripting.
   d. Both b and c

6. If a consumer decides not to renew and notifies the energy supplier after they've received the renewal or extension package.

   a. The energy supplier should ask for renewal again on the phone
   b. The energy supplier should re-send a renewal package
   c. The energy supplier shall not contact the consumer again to attempt to renew that same contract
   d. The consumer must let the supplier know in writing for it to apply

7. When a consumer receives a renewal package via mail, e-mail or the web, the package must contain the following information:

   a. The energy suppliers toll free number
   b. If a gas agreement, that it will be renewed if certain things are not done
   c. Indicates that the consumer will be renewed if they select an option
   d. All of the above

Continued on next page

Section 7 - Agreement Renewals & Amendments, Continued

8. What is the number of days that a consumer can cancel their natural gas or electricity renewal agreement without exit fees?

   a. 10 days
   b. 30 days
   c. 14 days
   d. No possible without paying the exit fee

Total /8

Section 8 - Consumer Cancellation

Time 6 minutes

1. In which situation will the consumer most likely have to pay a cancellation penalty?

   a. When cancelling within the 10-day cooling off period
   b. When declining reaffirmation during the verification call
   c. When they permanently move
   d. When they wish to cancel an agreement after their cancellation period has ended

2. If the agreement, Disclosure Statement, or Price Comparison Form were not fully and accurately completed, and signed:

   a. The consumer can cancel without penalty
   b. The consumer can cancel by telephone only
   c. The salesperson should complete the forms after the sales presentation
   d. All of the above

3. If an electricity consumer decides to cancel and penalties apply, then:

   a. If they use under 15,000 kWh/yr., the fee is capped at $50 per year or partial year left
   b. If they do not pay, they will not be cancelled
   c. The OEA will force them to pay their penalties
   d. Both a and c

4. A contest will occur when a consumer signs with a supplier and:

   a. They have never signed up with another energy supplier
   b. They are already flowing for the same commodity with another supplier
   c. They are already paying the LDC for their commodity
   d. Both a and b

Continued on next page

Section 8 - Consumer Cancellation, Continued

5. The current (existing) energy supplier must do the following when a contest occurs:

   a. Contact the consumer to affirm them
   b. Nothing
   c. Contact the consumer within 5 days to notify them of any exit fees or other amounts owing under the contract.
   d. Both a and c

Total /5

THIS IS EXHIBIT "87" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Slide 22 - Slide 22

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 23 - Slide 23

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 61 - Slide 61

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 62 - Slide 62

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 64 - Slide 64

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 65 - Slide 65

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 68 - Slide 68

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

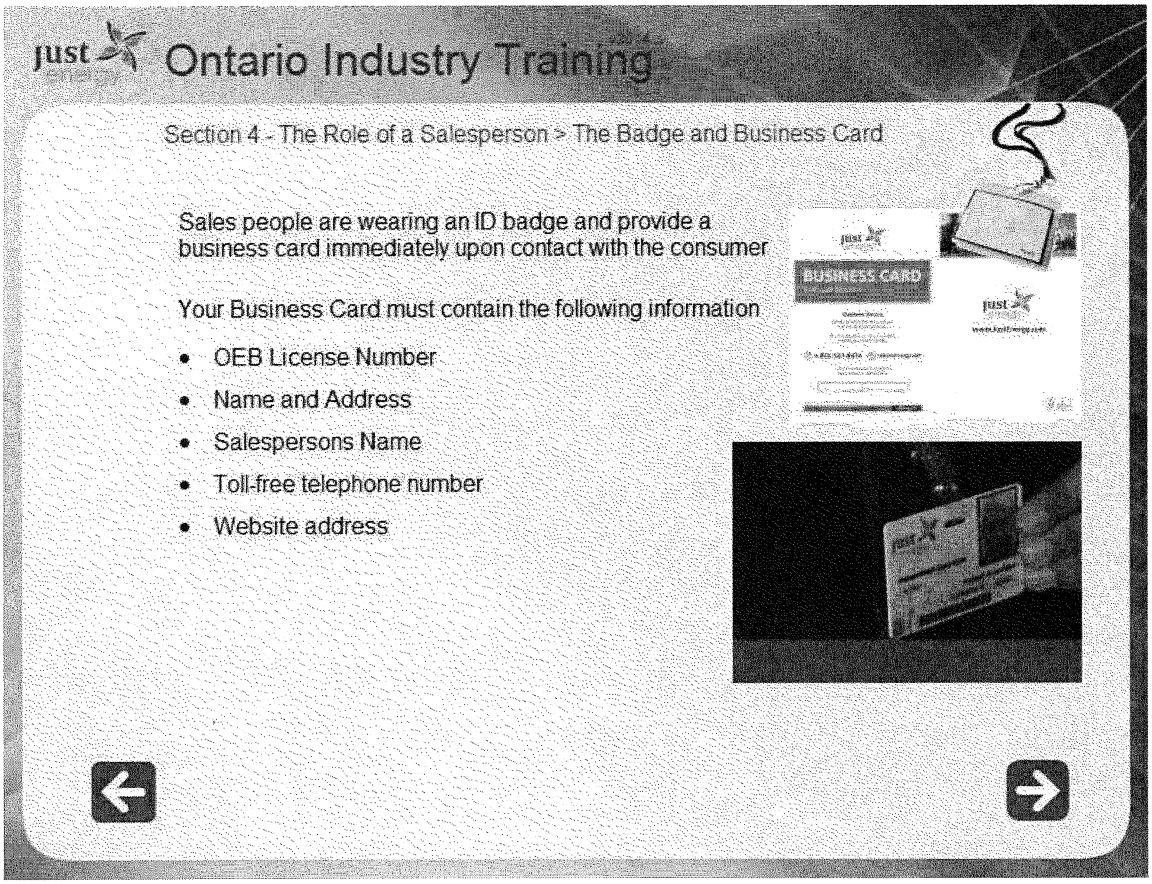
Slide 85 - Slide 85

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

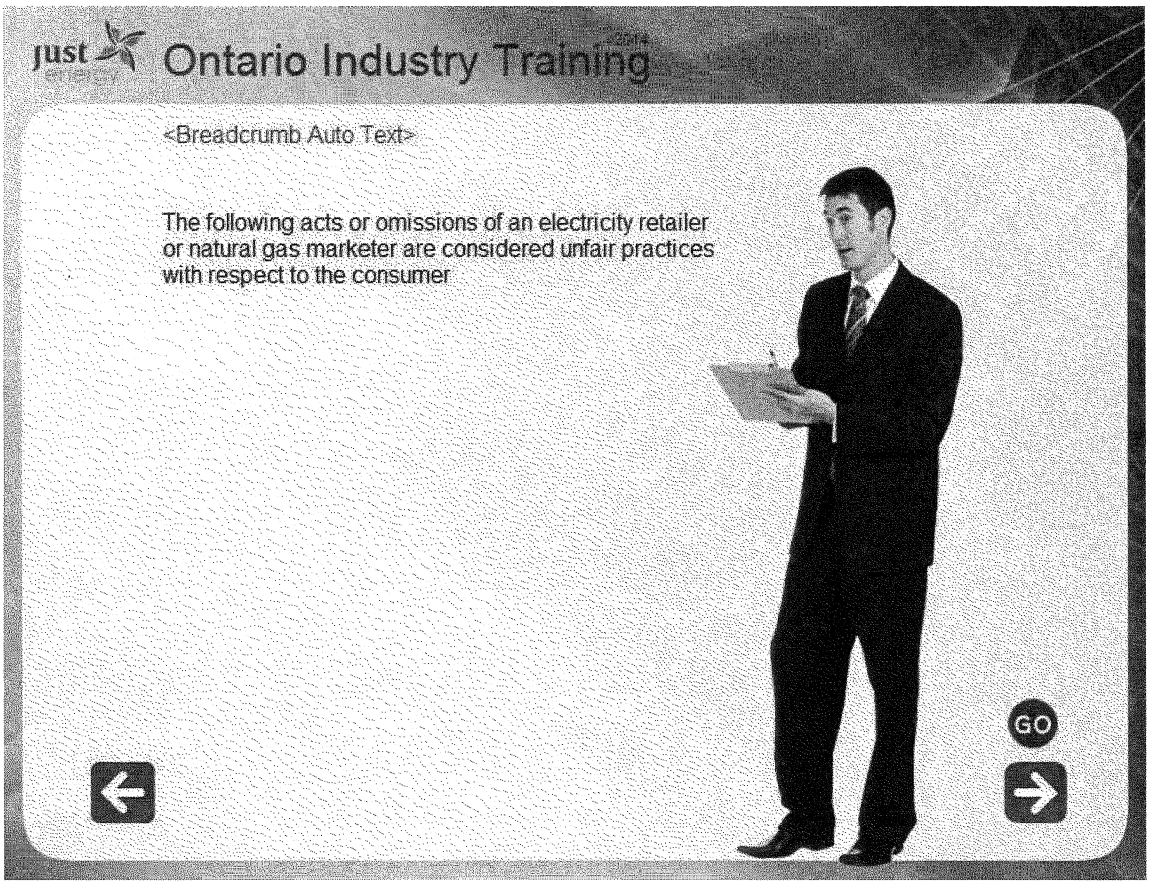
Slide 92 - Slide 92



Commentary

The code requires that all sales people are wearing an ID badge and provide a business card immediately upon contact with the consumer. You must state you are acting on behalf of the marketers and retailers, and you are not a representative of the consumers LDC, and you are not associated with the OEB or Government; Your Business Card must contain the following information; the marketers and retailers OEB License Number; the marketers and retailers Name and Address; the Salespersons Name; the marketer or retailers toll-free telephone number; the marketer or retailer's website address; The ID Badge must clearly identify that the salesperson is acting on behalf of the marketer or retailer, and is not a representative of the consumers LDC, or associated with the OEB or Government; it must display the marketer or retailer's Name; the name and title of the salesperson; the Salespersons ID number; and include a Photo ID; the badge must include an Expiry Date which is no more than 2 years since the ID was issued to the salesperson. The ID badge must at all times be facing the consumer.

Slide 93 - Slide 93



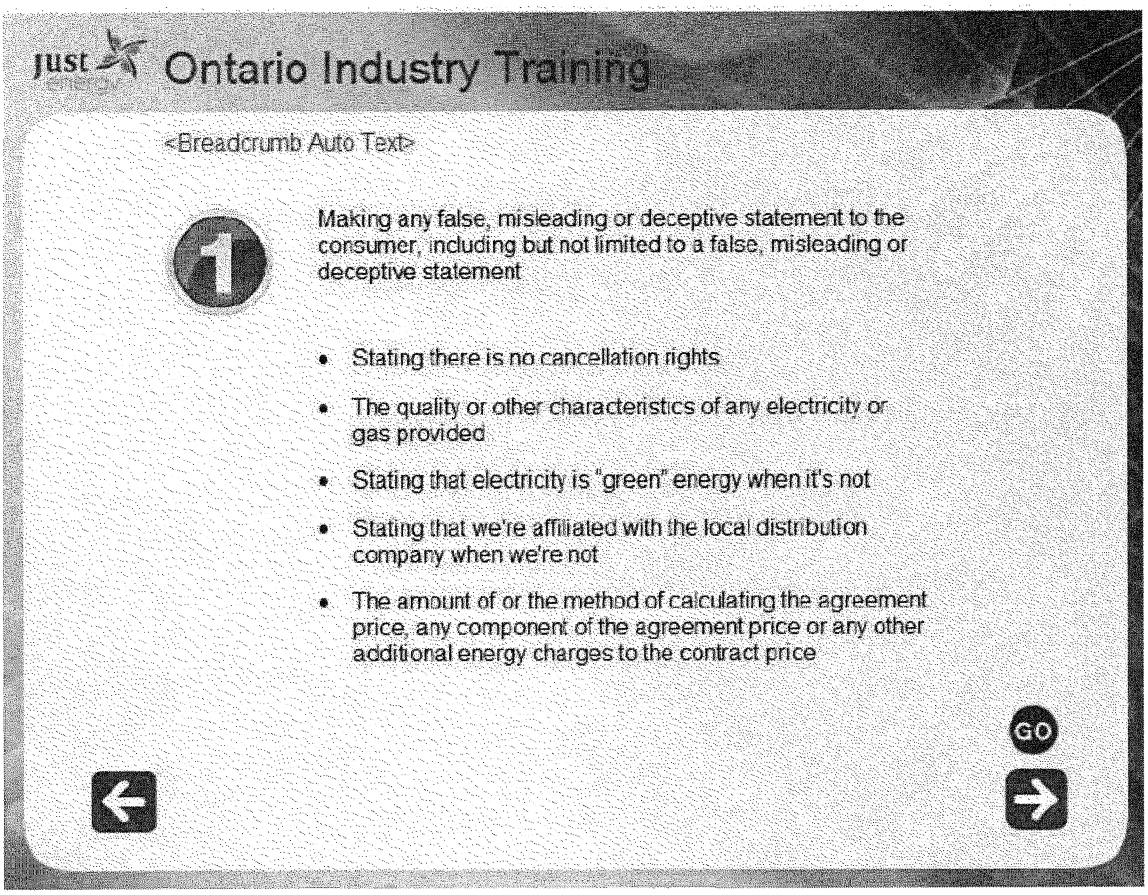
Commentary

In addition to the OEBs rules we have just reviewed there are additional rules we must abide by as required by the Energy Consumer Protection Act.

We're now going to review these additional regulations;

The following acts or omissions of an electricity retailer or natural gas marketer are considered unfair practices with respect to the consumer.

Slide 94 - Slide 94



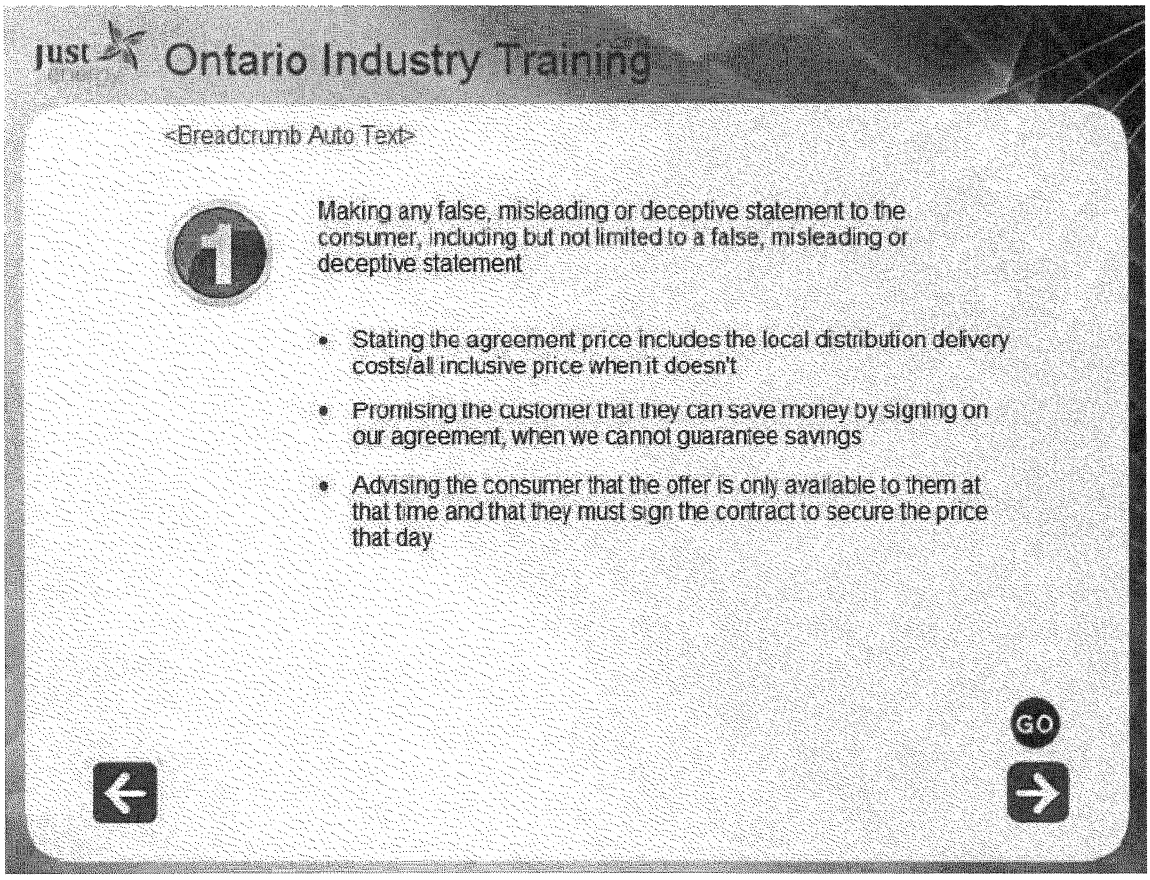
Commentary

Number 1; Making any false, misleading or deceptive statement to the consumer, including but not limited to a false, misleading or deceptive statement relating to the following;

The terms and conditions of any contract; for example;

stating there is no cancellation rights when there are; The quality or other characteristics of any electricity or gas provided by any and of electricity retailers or gas marketer; for example stating that electricity is “green” energy when it's not. The status of any marketer and retailer of electricity or gas or the business relationship, affiliation or connection between any electricity retailer or gas marketer and any other person; for example; stating that we're affiliated with the local distribution company when we're not. The amount of or the method of calculating the agreement price, any component of the agreement price or any other additional energy charges to the contract price

Slide 95 - Slide 95



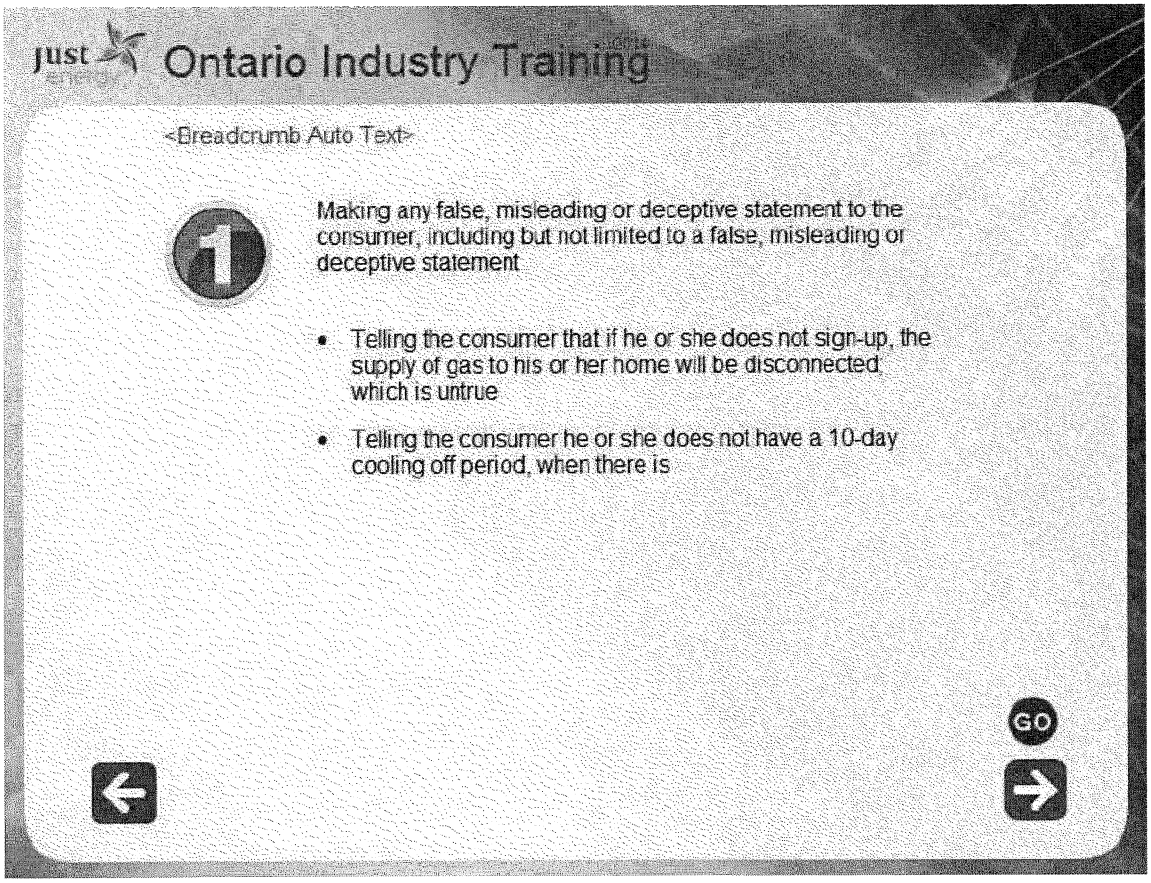
Commentary

The difference in agreement prices or additional energy charges by different marketer or retailer or energy distributors; for example; stating the agreement price includes the local distribution delivery costs/all inclusive price when it doesn't

Price, financial advantage, cost savings or amount of cost savings the consumer may experience from entering into the agreement from the marketer or retailer, instead of another marketer or retailer or the LDC; For example; promising the customer that they can save money by signing on our agreement, when we cannot guarantee this will happen;

The period of time during which a consumer may enter into an agreement for the provision of electricity or gas at a specified price; for example; advising the consumer that the offer is only available to them at that time and that they must sign the contract to secure the price that day.

Slide 96 - Slide 96



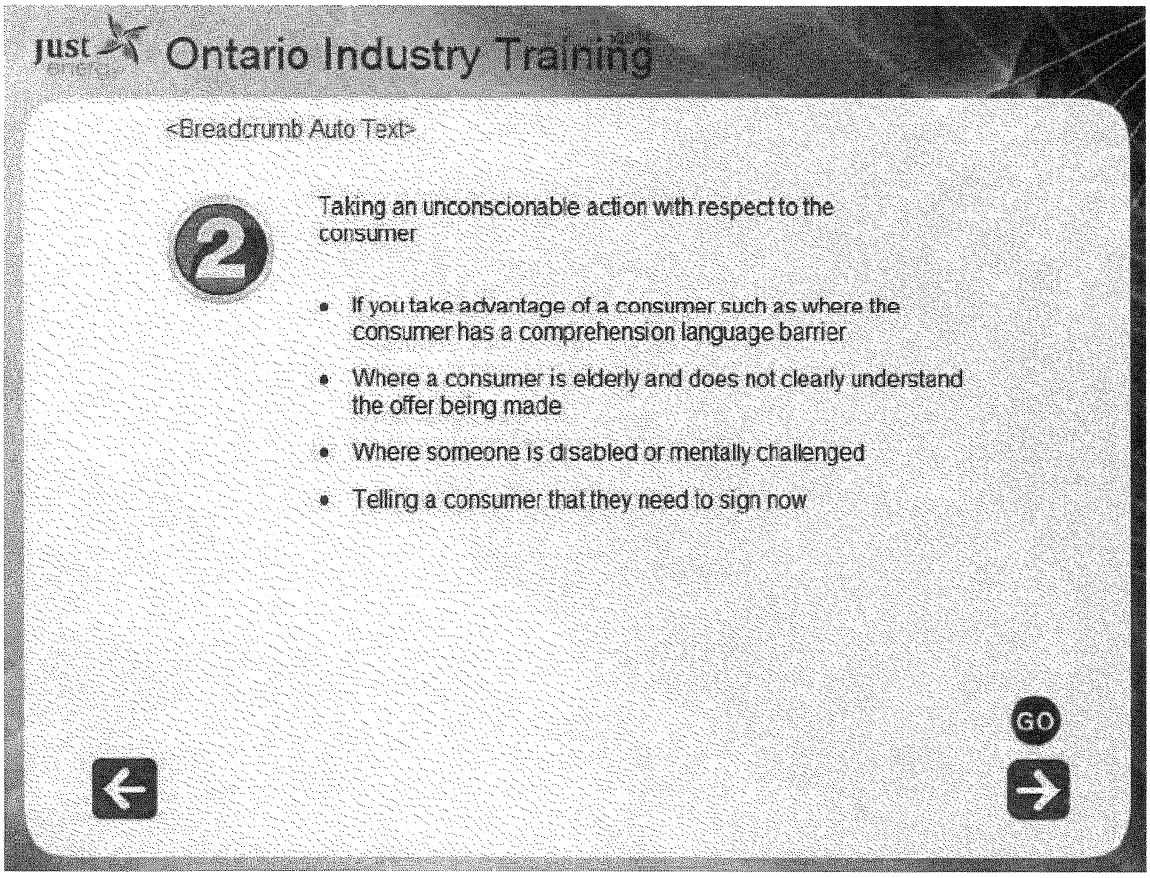
Commentary

The consequences if the consumer does not enter into or verify an agreement with the electricity retailer or gas marketer; for example;

Telling the consumer that if he or she does not sign-up, the supply of gas to his or her home will be disconnected; which is untrue.

Consumers rights under the Energy consumer protection act, Regulations or OEB Code; for example; telling the consumer he or she does not have a 10-day cooling off period, when there is.

Slide 97 - Slide 97



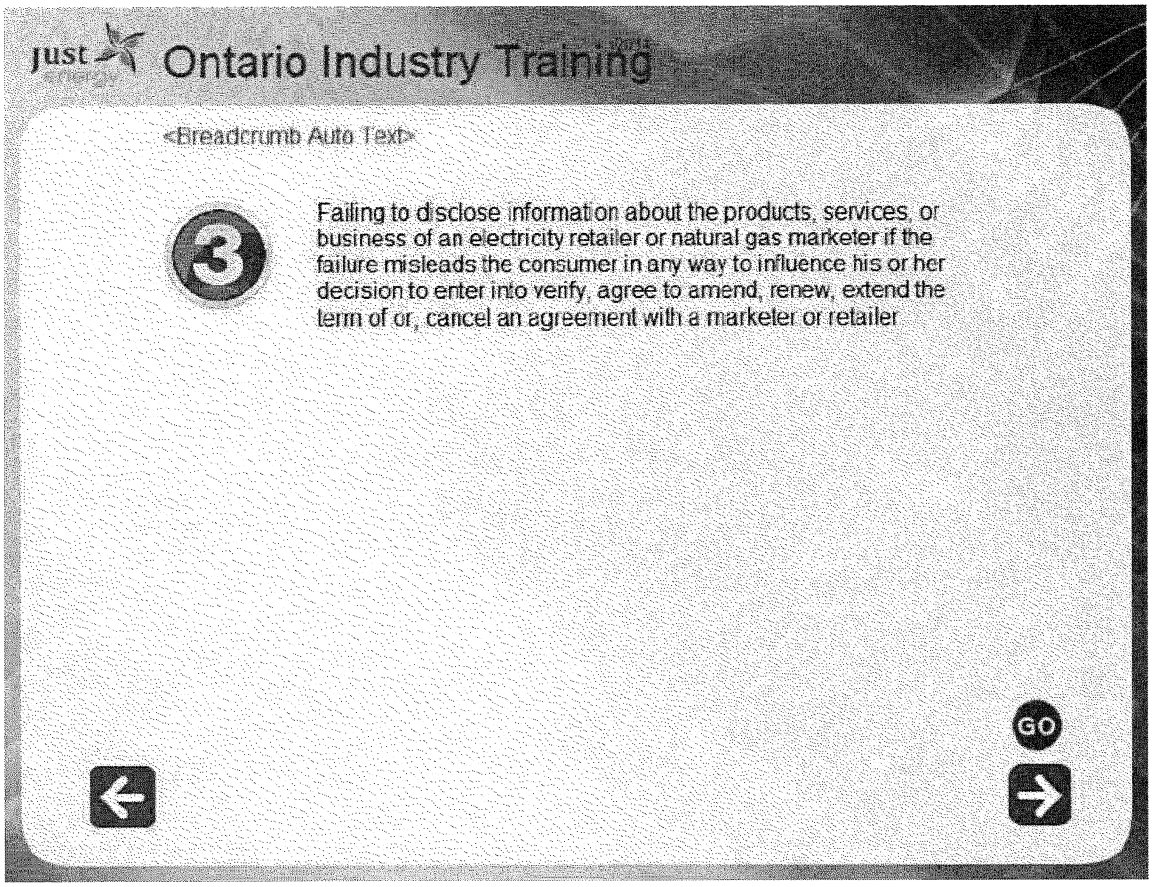
Commentary

Number 2; Taking an unconscionable action with respect to the consumer.

If you know or ought to know that the consumer is not able to protect his/her own interest or pressured into signing an agreement; for example

If you take advantage of a consumer such as; where the consumer has a comprehension/language barrier; where a consumer is elderly and does not clearly understand the offer being made; or where someone is disabled or mentally challenged; or; telling a consumer that they need to sign now.

Slide 98 - Slide 98

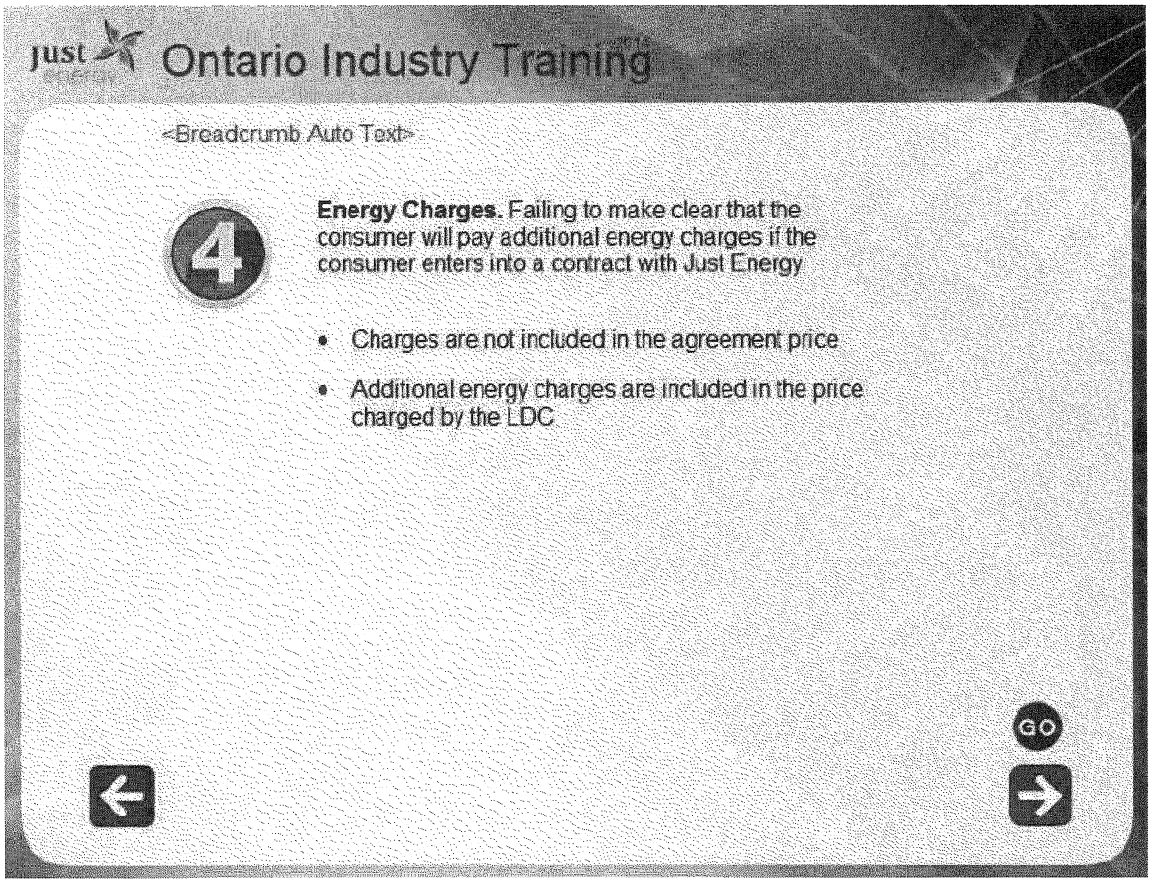


Commentary

Number 3; Failing to disclose information about the products, services, or, business of an electricity retailer or natural gas marketer, if; the failure misleads the consumer in any way to influence his or her decision to enter into; verify; agree to amend; renew; extend the term of; or, cancel an agreement with a marketer or retailer.

The code requires that all sales people are wearing an ID badge and provide a business card immediately upon contact with the consumer. You must state you are acting on behalf of the marketer or retailer, and you are not a representative of the consumer's LDC, and you are not associated with the OEB or Government; your business card must contain the following information; the marketer or retailer OEB license number; the marketer or retailer name and address; the salespersons Name; the marketer or retailer's toll-free telephone number; the marketer or retailer's website address; The ID Badge must clearly identify that the salesperson is acting on behalf of the marketer or retailer, and is not a representative of the consumers LDC, or associated with the OEB or Government; it must display the marketer or retailer's Name; the name and title of the salesperson; the Salespersons ID number; and include a Photo ID; the badge must include an Expiry Date which is no more than 2 years since the ID was issued to the salesperson. The ID badge must at all times be facing the consumer.

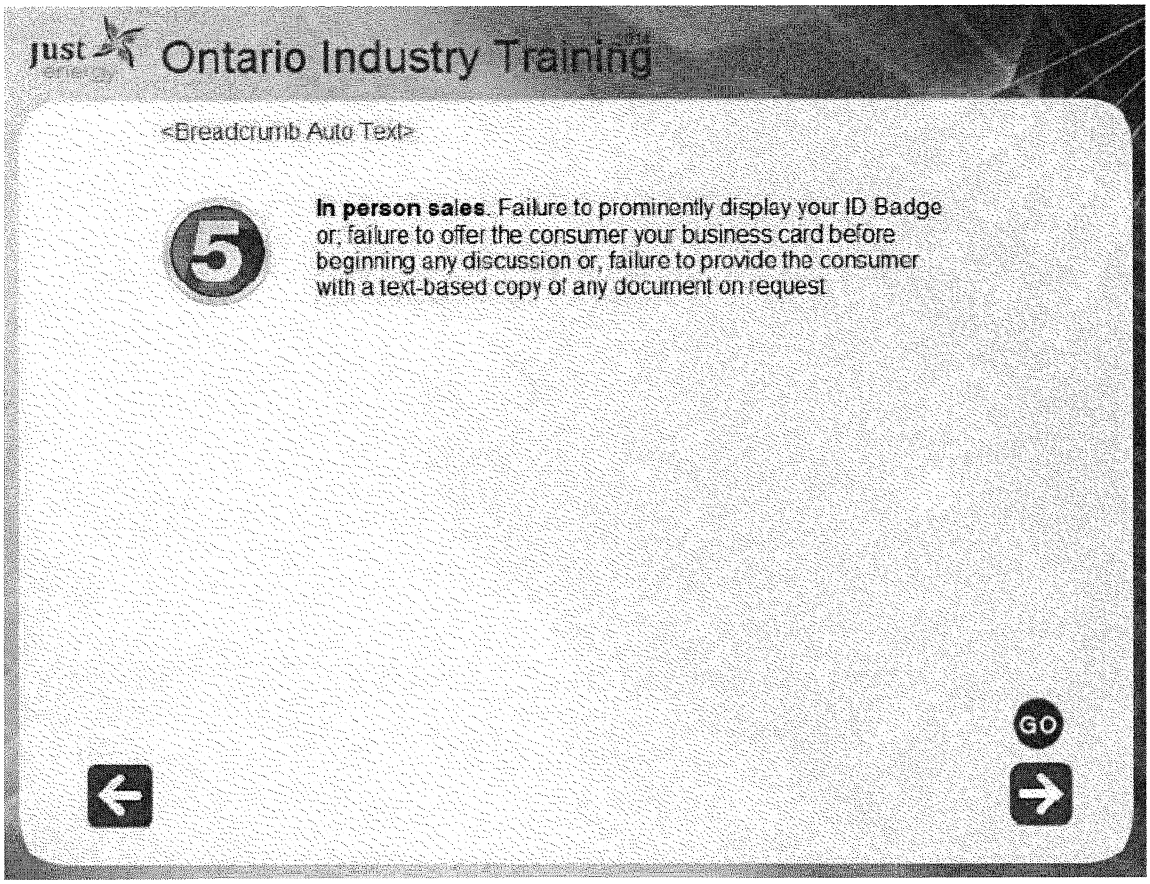
Slide 99 - Slide 99



Commentary

Number 4; Additional Energy Charges: Failing to make clear that the consumer will pay additional energy charges if the consumer enters into a contract with Just Energy; that the charges are not included in the agreement price or; that those additional energy charges are included in the price charged by the LDC.

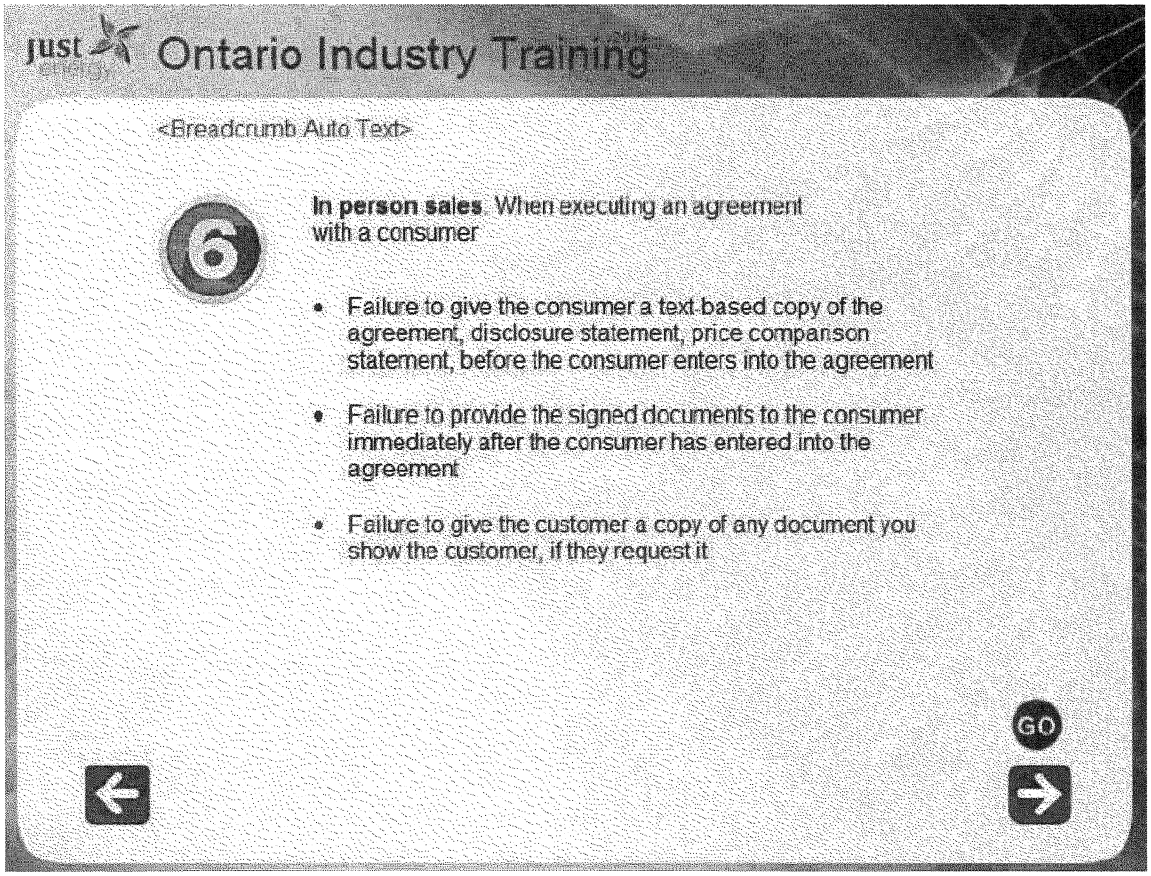
Slide 100 - Slide 100



Commentary

Number 5; In Person Sales; Failure to prominently display your ID Badge; or; offer the consumer your business card before beginning any discussion; or; failure to provide the consumer with a text-based copy of any document on request.

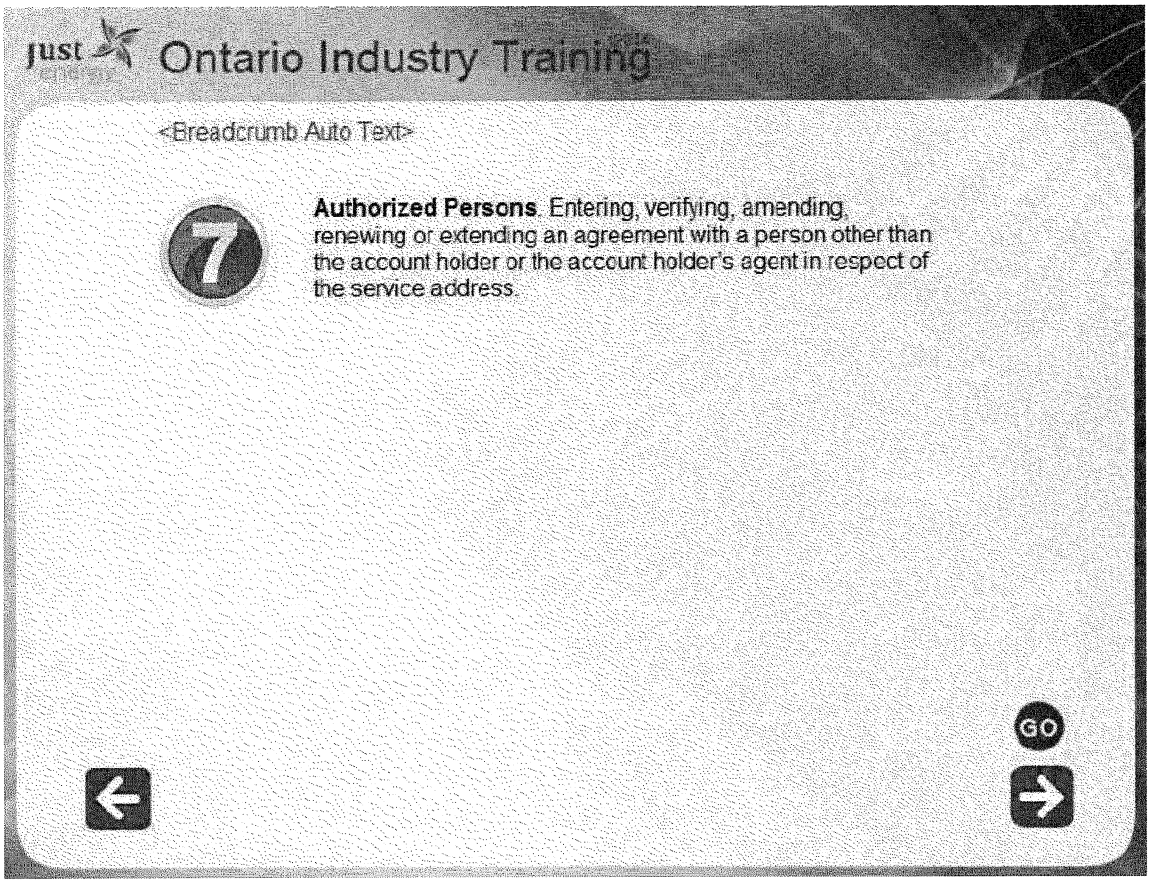
Slide 101 - Slide 101



Commentary

Number 6; In Person sales; when executing an agreement with a consumer; failure to give the consumer a text-based copy of the agreement; disclosure statements; price comparison statement; before the consumer enters into the agreement; or; Failure to provide the signed documents to the consumer immediately after the consumer has entered into the agreement; or; Failure to give the customer a copy of any document you show the customer, if they request it.

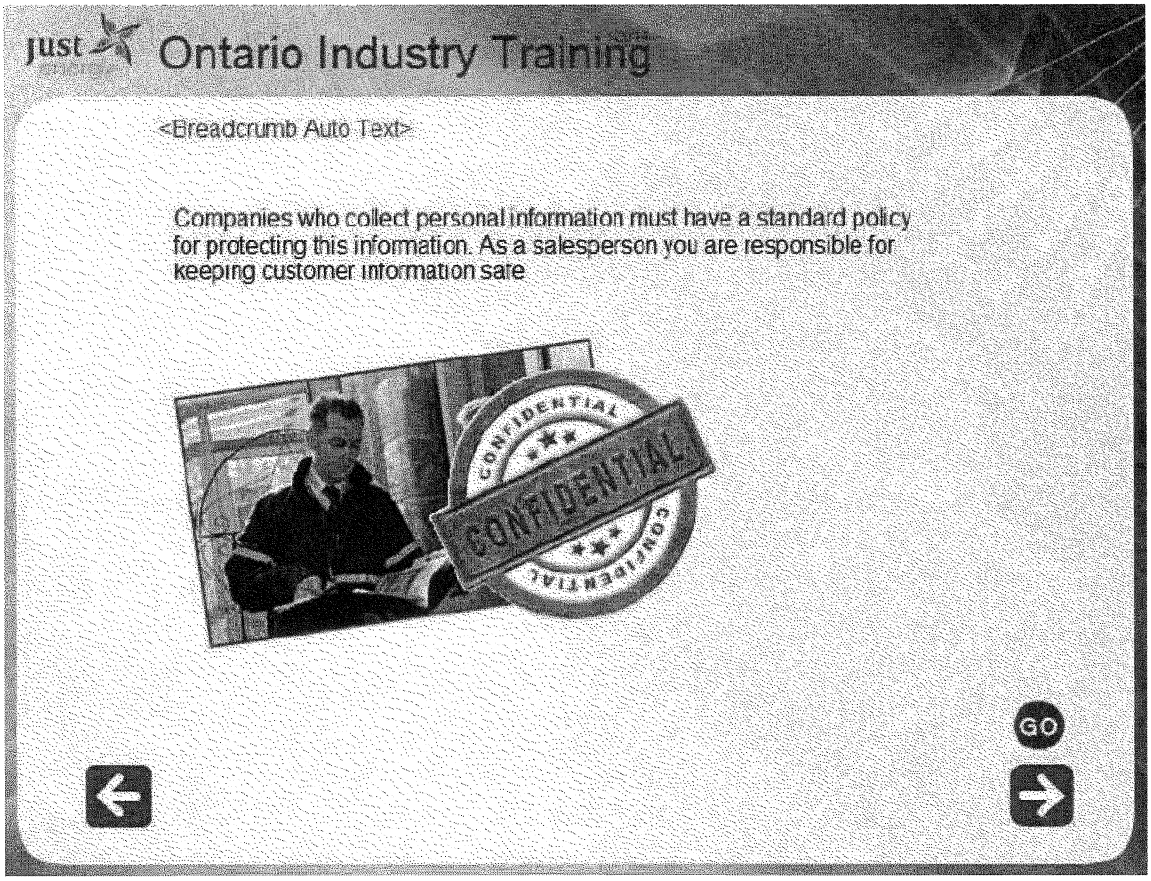
Slide 102 - Slide 102



Commentary

Number 7; Authorized Persons; Entering, verifying, amending, renewing or extending an agreement with a person other than the account holder or the account holder's agent in respect of the service address.

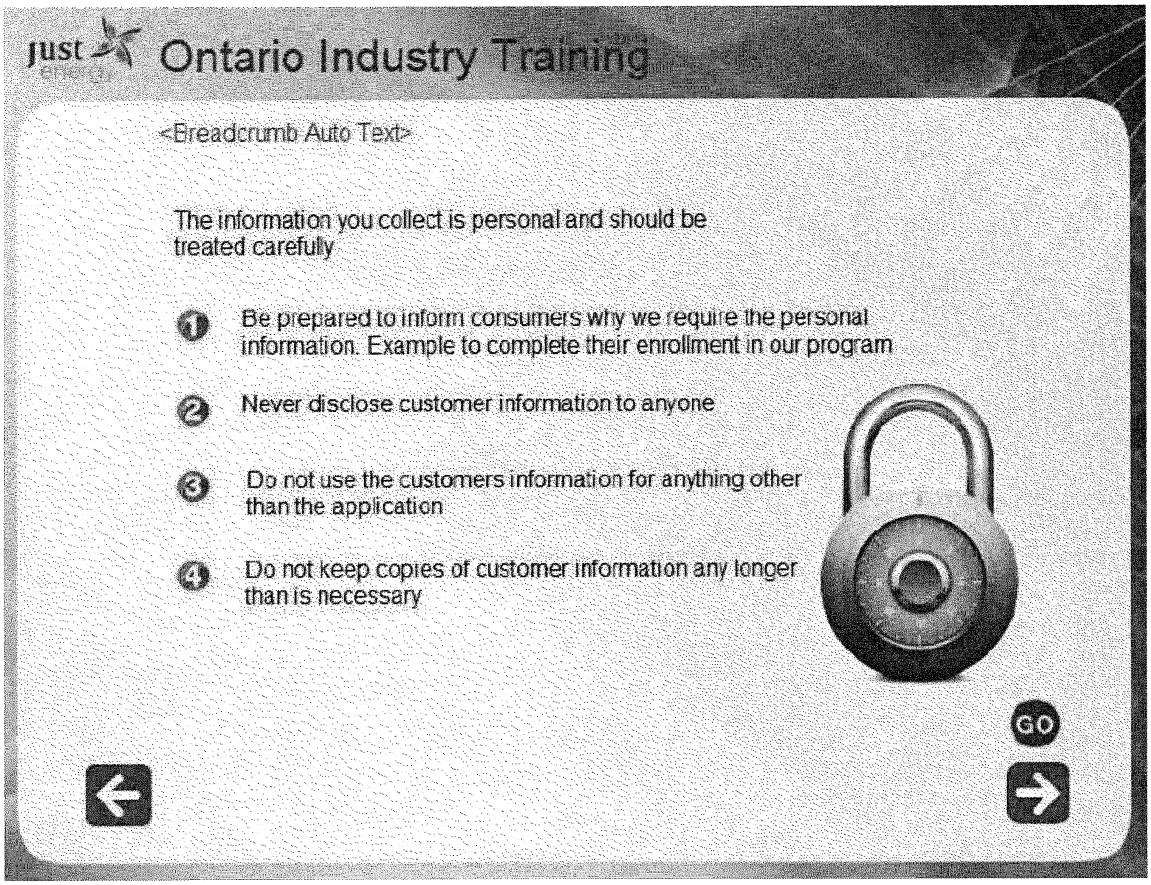
Slide 103 - Slide 103



Commentary

Companies who collect personal information must have a standard policy for protecting this information; as a salesperson you are responsible for keeping customer information safe.

Slide 104 - Slide 104



Commentary

The information you collect are personal and should be treated carefully;

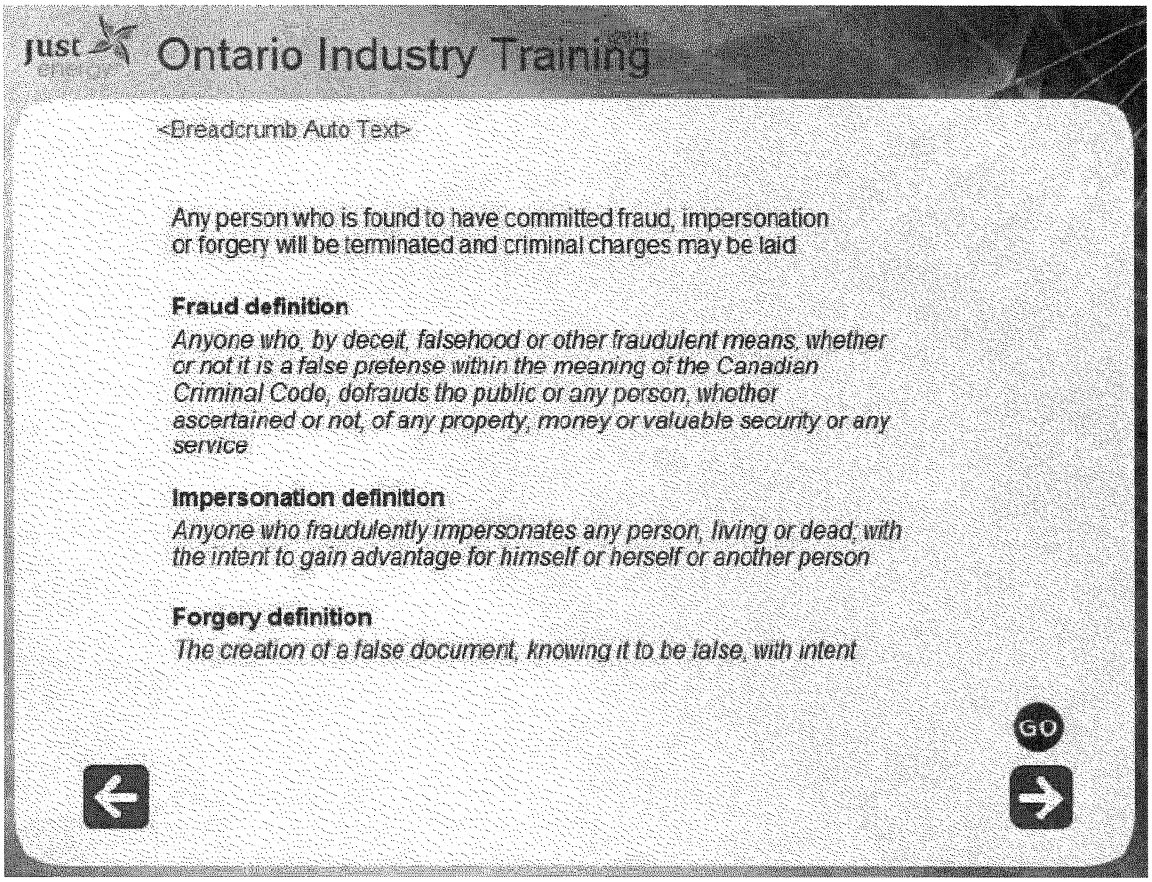
1. Be prepared to inform customers why we require the personal information; example; to complete their enrollment in our program;

2. Never disclose customer information to anyone; (including showing others their bills or applications;

3. Do not use the customers information for anything other than the application;

4. Do not keep copies of customer information any longer than is necessary, return all incomplete agreements and any bills to your office.

Slide 105 - Slide 105



Commentary

Fraud, Impersonation and Forgery;

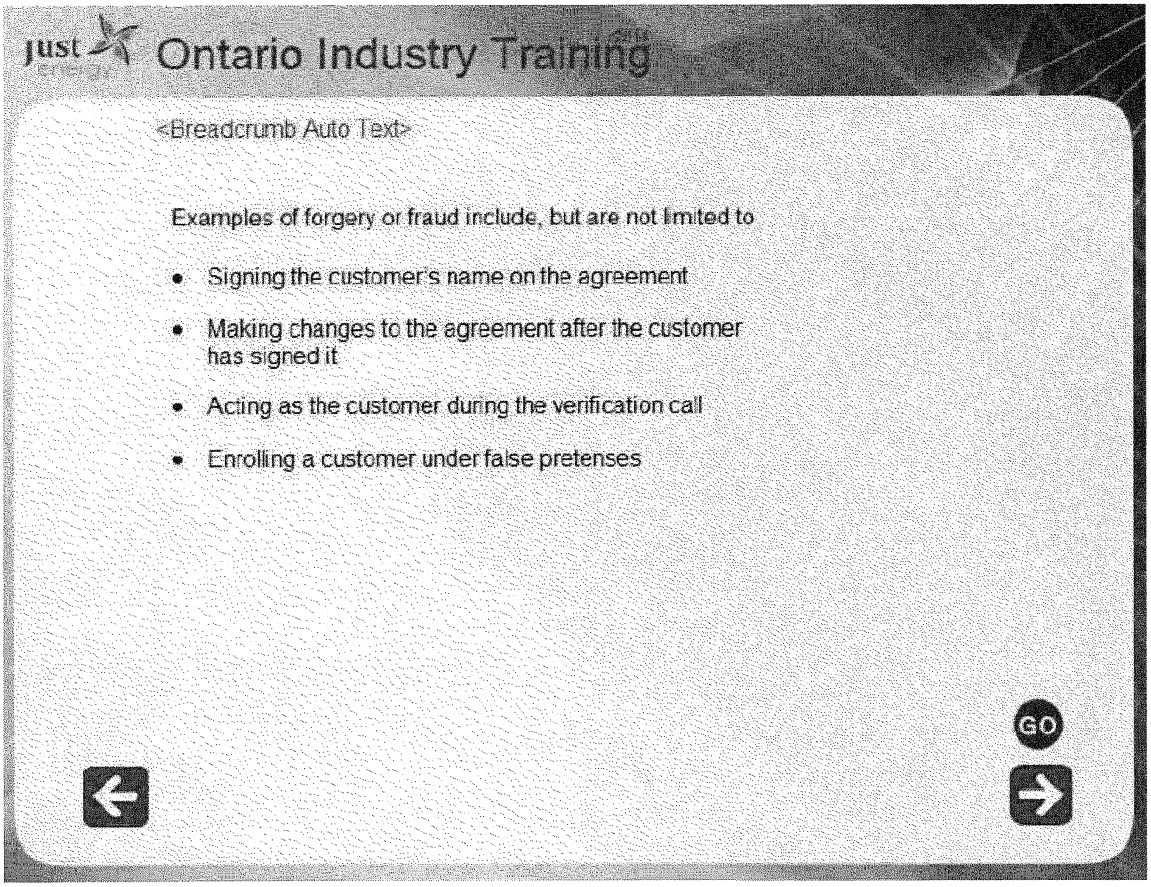
Any person who is found to have committed fraud, impersonation or forgery will be terminated and criminal charges may be laid.

Fraud definition; Anyone who, by deceit, falsehood or other fraudulent means, whether or not it is a false pretense within the meaning of the Canadian Criminal Code, defrauds the public or any person, whether ascertained or not, of any property, money or valuable security or any service; Impersonation;

Anyone who fraudulently impersonates any person, living or dead; with the intent to gain advantage for himself or herself or another person;

Forgery definition; the creation of a false document, knowing it to be false, with intent.

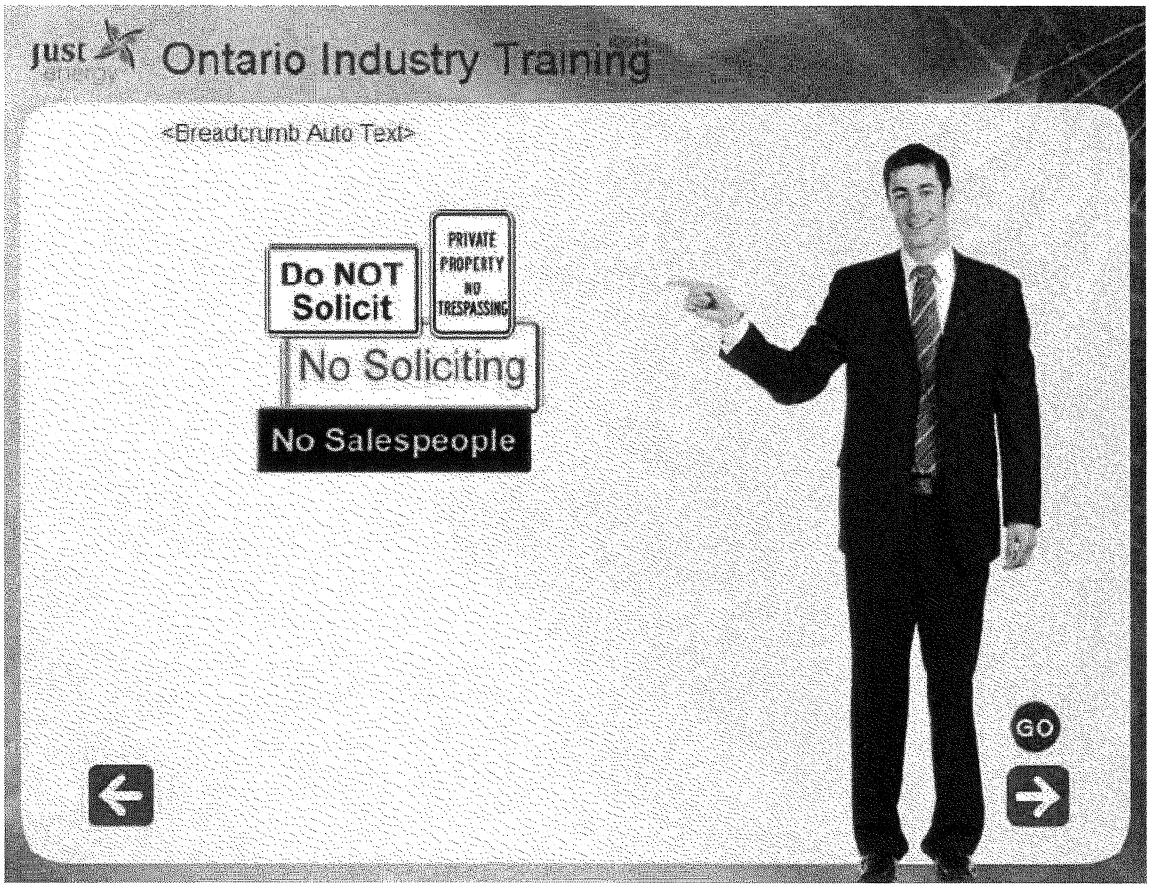
Slide 106 - Slide 106



Commentary

Examples of forgery or fraud include, but are not limited to; signing the customer's name on the agreement; making changes to the agreement after the customer has signed it; Acting as the customer during the verification call; Enrolling a customer under false pretenses.

Slide 107 - Slide 107



Commentary

When selling door-to-door; You should not approach properties with Non-Solicitation signs, such as; Do Not Solicit; No Soliciting; No Salespeople; No Trespassing.

Slide 108 - Slide 108

Commentary

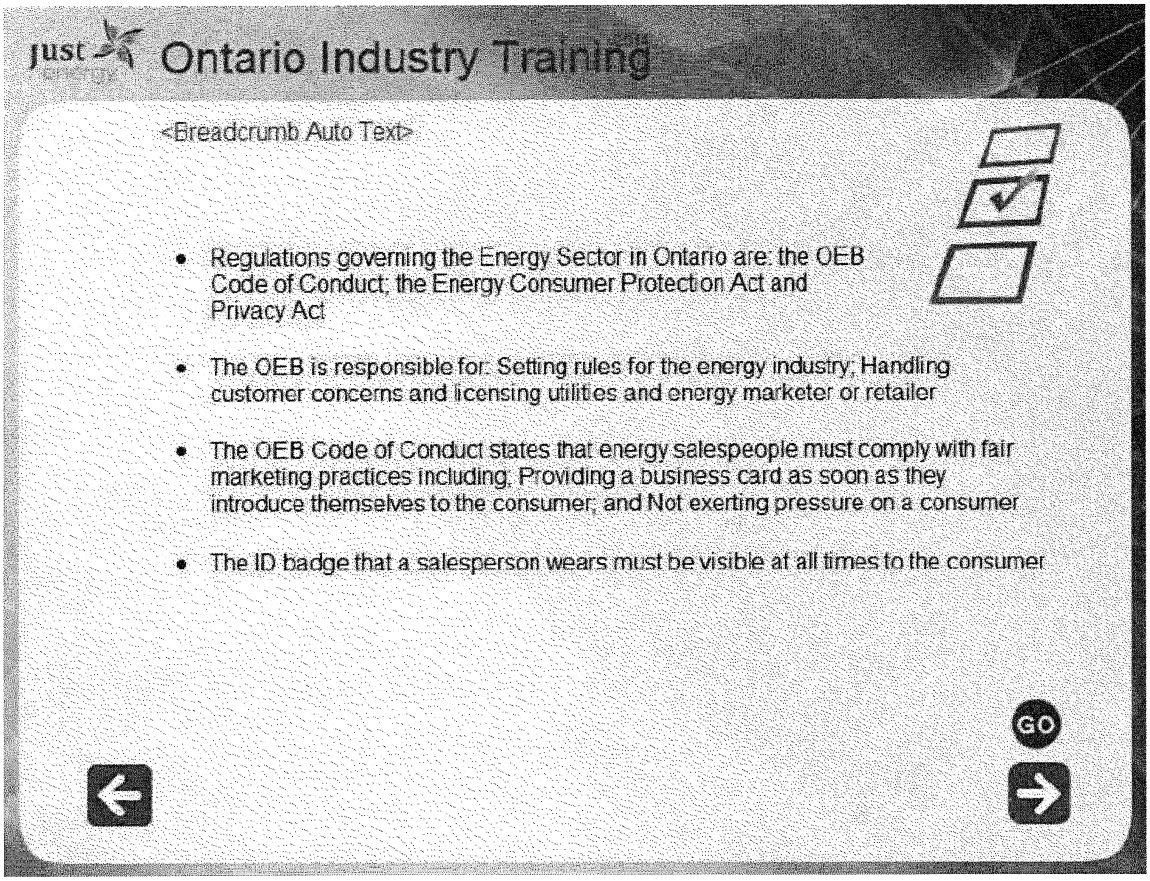
If you do speak with a customer who has a No Soliciting sign that you did not see; Apologize to the customer for the error; Do not pursue your sales presentation; Record the address and submit to your supervisor so the company can update the information on our do not solicit list; Close the conversation with a simple customer friendly statement, such as; Good evening.

Slide 109 - Slide 109

Commentary

Individuals With Whom Door to Door Agents Should Exercise Diligence When Selling to the following people; Seniors, Elderly; over the age of 70; Provide seniors with information to review or have seniors repeat the offer and their understanding; Language Barriers; Anyone who is not able to communicate effectively in English; Minors; (under the age of 18) ; Agents are not permitted by law to sign up minors under any circumstances; Always ensure you are speaking to an authorized individual before proceeding with your sales presentation!

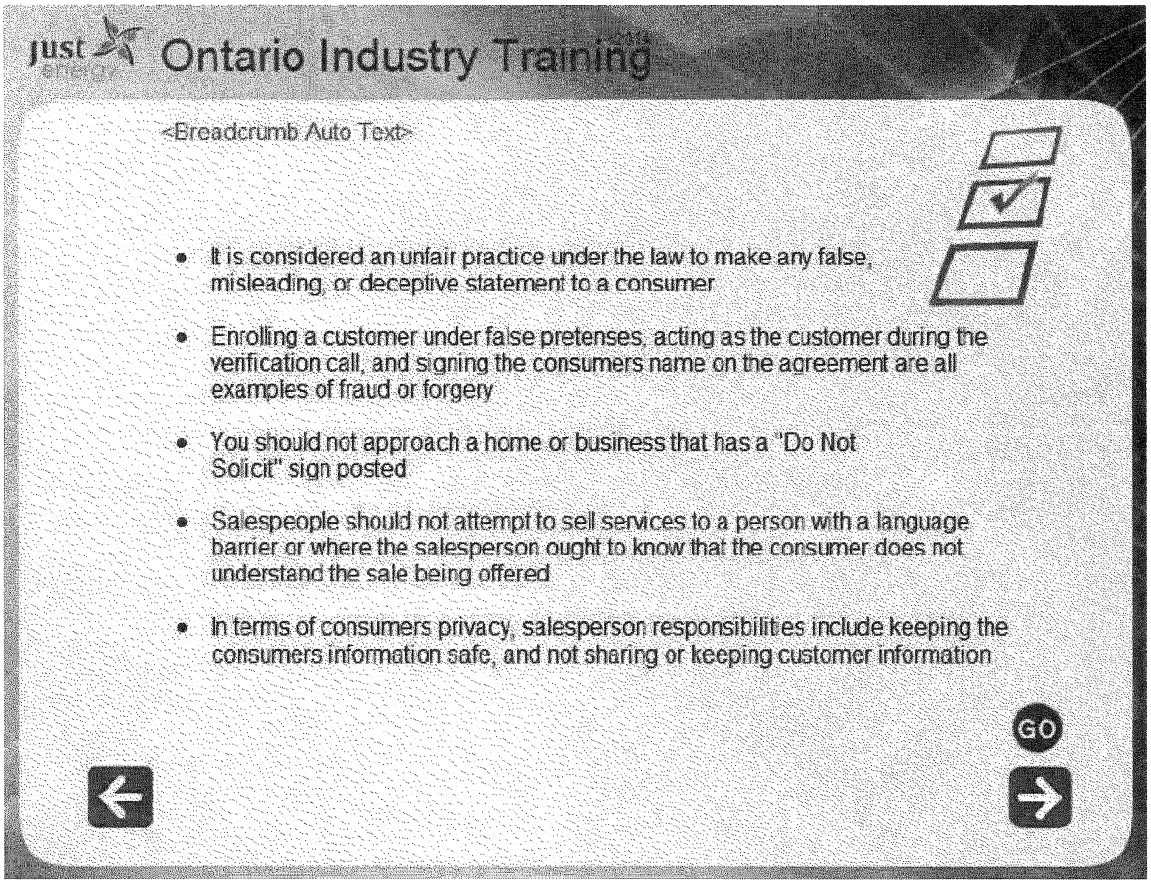
Slide 110 - Slide 110



Commentary

Let's take a moment to review the items we have covered so far; Regulations governing the Energy Sector in Ontario are: the OEB Code of Conduct; the Energy Consumer Protection Act and privacy act; The OEB is responsible for: Setting rules for the energy industry; Handling customer concerns and licensing utilities and energy marketer or retailer; the OEB Code of Conduct states that energy salespeople must comply with fair marketing practices including; Providing a business card as soon as they introduce themselves to the consumer; and Not exerting pressure on a consumer; and; The ID badge that a salesperson wears must be visible at all times to the consumer.

Slide 111 - Slide 111



Commentary

it is considered an unfair practice under the law to make any false, misleading, or deceptive statement to a consumer; Enrolling a customer under false pretenses, acting as the customer during the verification call, and signing the customer's name on the agreement are all examples of fraud or forgery; You should not approach a home or business that has a Do Not Solicit sign posted; Salespeople should not attempt to sell services to a person with a language barrier or where the salesperson ought to know that the consumer does not understand the sale being offered; In terms of customers privacy, salesperson responsibilities include keeping the customers information safe, and not sharing or keeping customer information.

Slide 112 - Slide 112

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 113 - Slide 113

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 114 - Slide 114

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 115 - Slide 115

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 116 - Slide 116

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 117 - Slide 117

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 118 - Slide 118

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

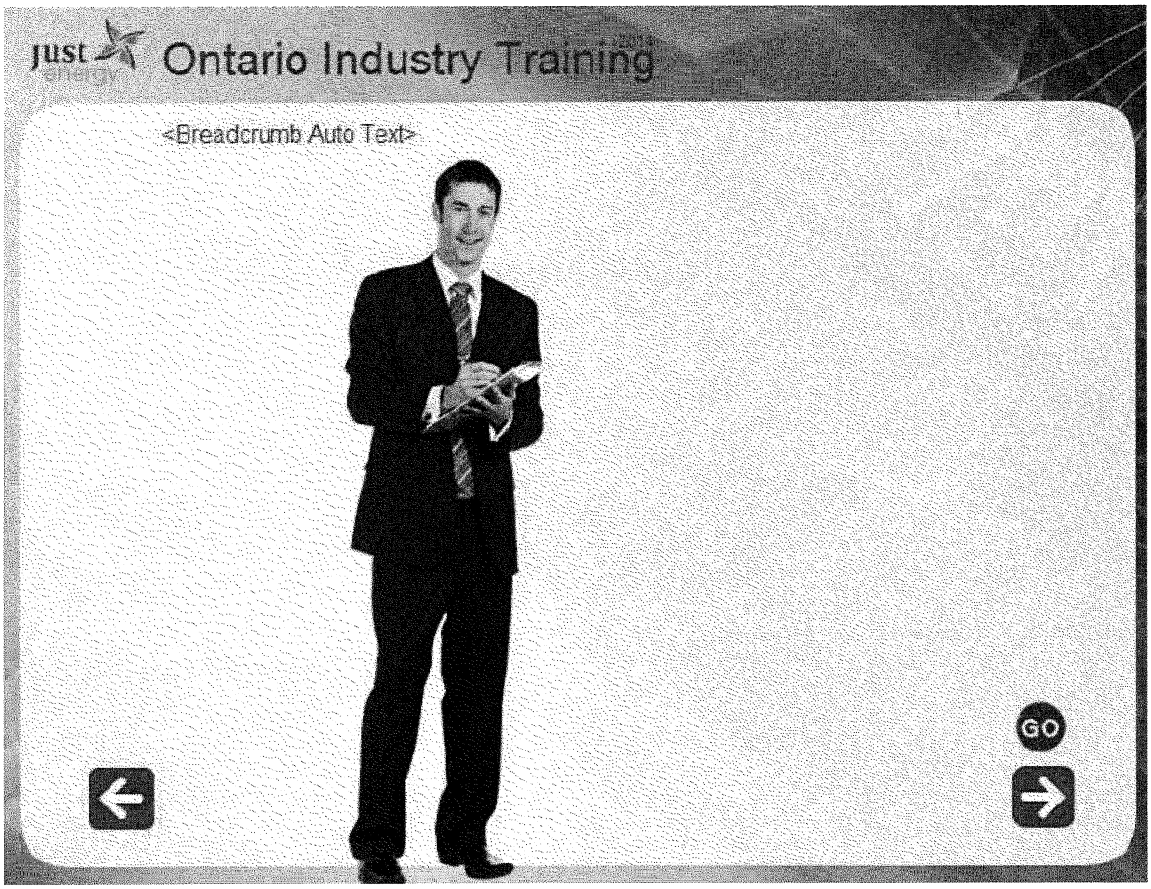
Slide 119 - Slide 119

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 120 - Slide 120



Commentary

Executing an Agreement; In section 5; we will look at the components of an Agreement and the process of completing the Agreement;

Slide 121 - Slide 121

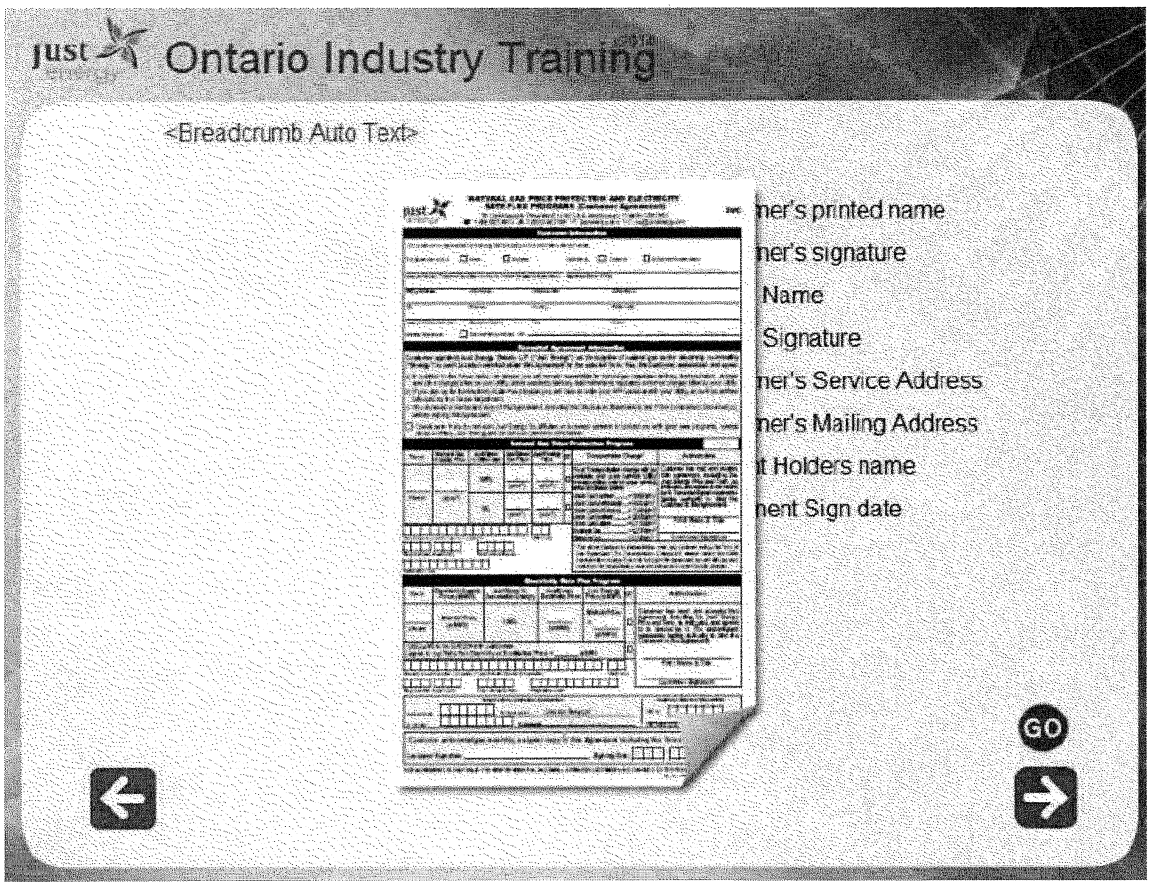
Commentary

Agreement Authorization; An agreement is made between the customer and the natural gas marketer or the electricity retailer to complete the sale. Whether this agreement is for a new agreement or for renewal/Amendments of an existing agreement, the agreement must be authorized by a valid signing authority;

Residential agreements must be authorized by the account holder, or; the account holders spouse, or; the account holders common law spouse;

Commercial agreements must be authorized by; the business owner, or; a representative with authority to enter into agreements on behalf of the company.

Slide 122 - Slide 122



Commentary

The following information must be completed by you in order for an agreement to be valid;

Customers printed name

Customers signature

Agents Name

Agents Signature

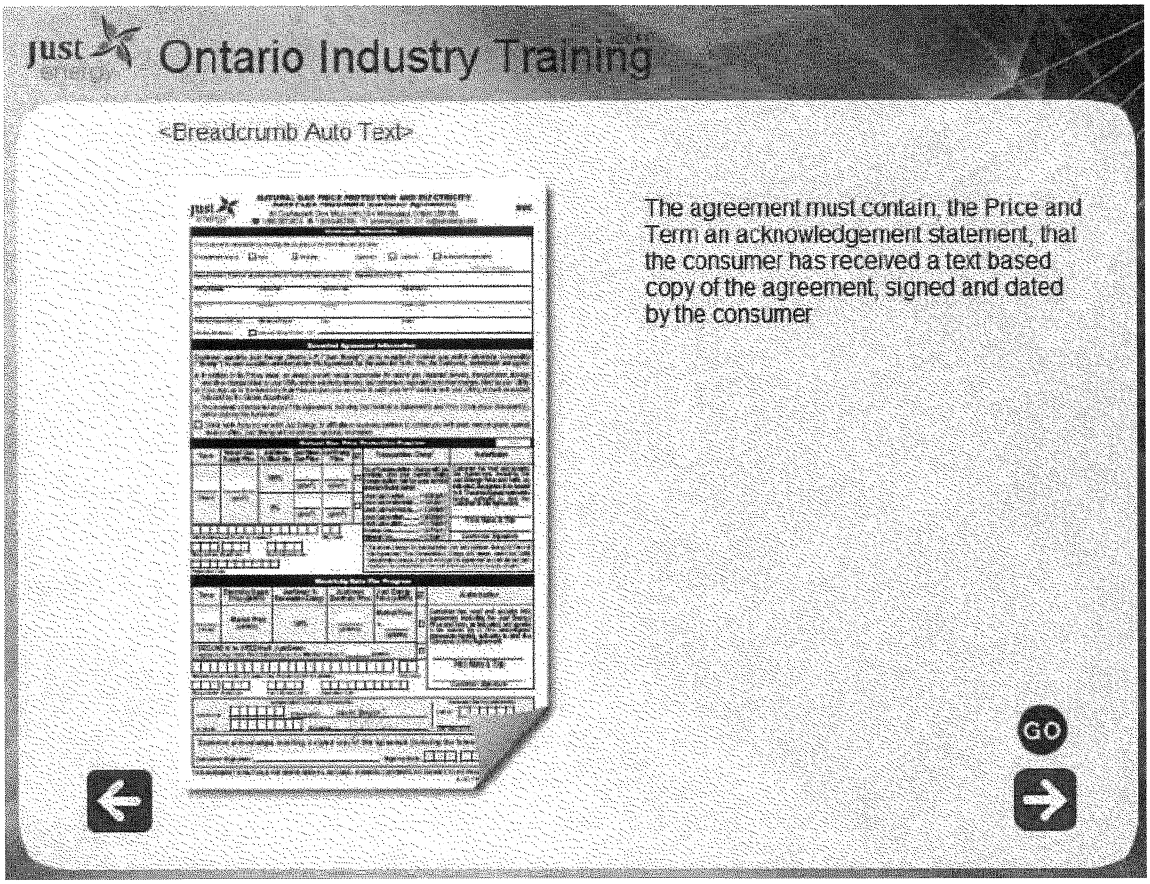
Customers Service Address

Customers Mailing Address, if different from Service Address; Account Holders name

Agreement Sign date

Anywhere on the form where these elements are repeated they must be completed in full for the agreement to be valid; Sample agreement might not be exactly as shown here.

Slide 123 - Slide 123



Commentary

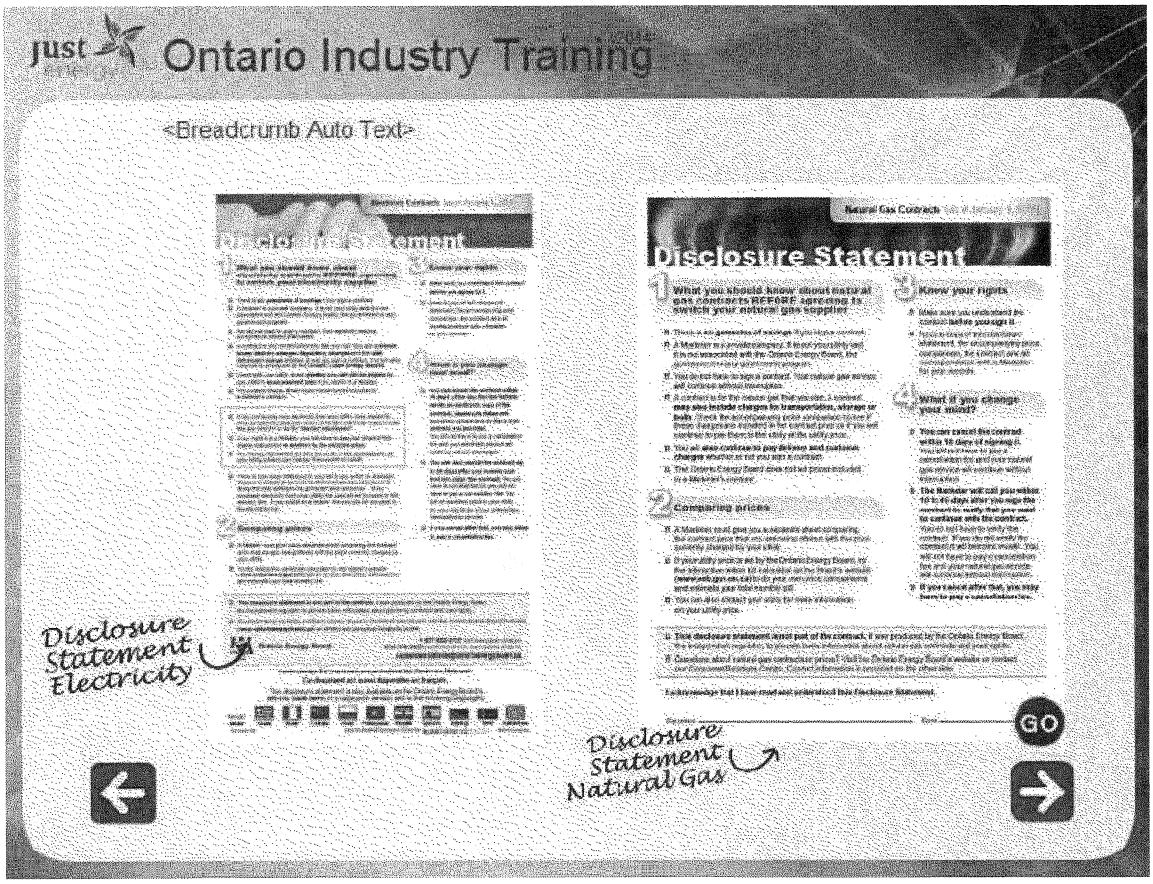
The agreement must contain; The Price and Term; an Acknowledgement Statement, that the consumer has received a text based copy of the agreement, signed and dated by the consumer.

Slide 124 - Slide 124

Commentary

In addition the agreement must be accompanied by a Disclosure Statement which must be signed by the consumer; and a Price Comparison statement which must be signed; and the agreement must be subsequently verified by phone.

Slide 125 - Slide 125

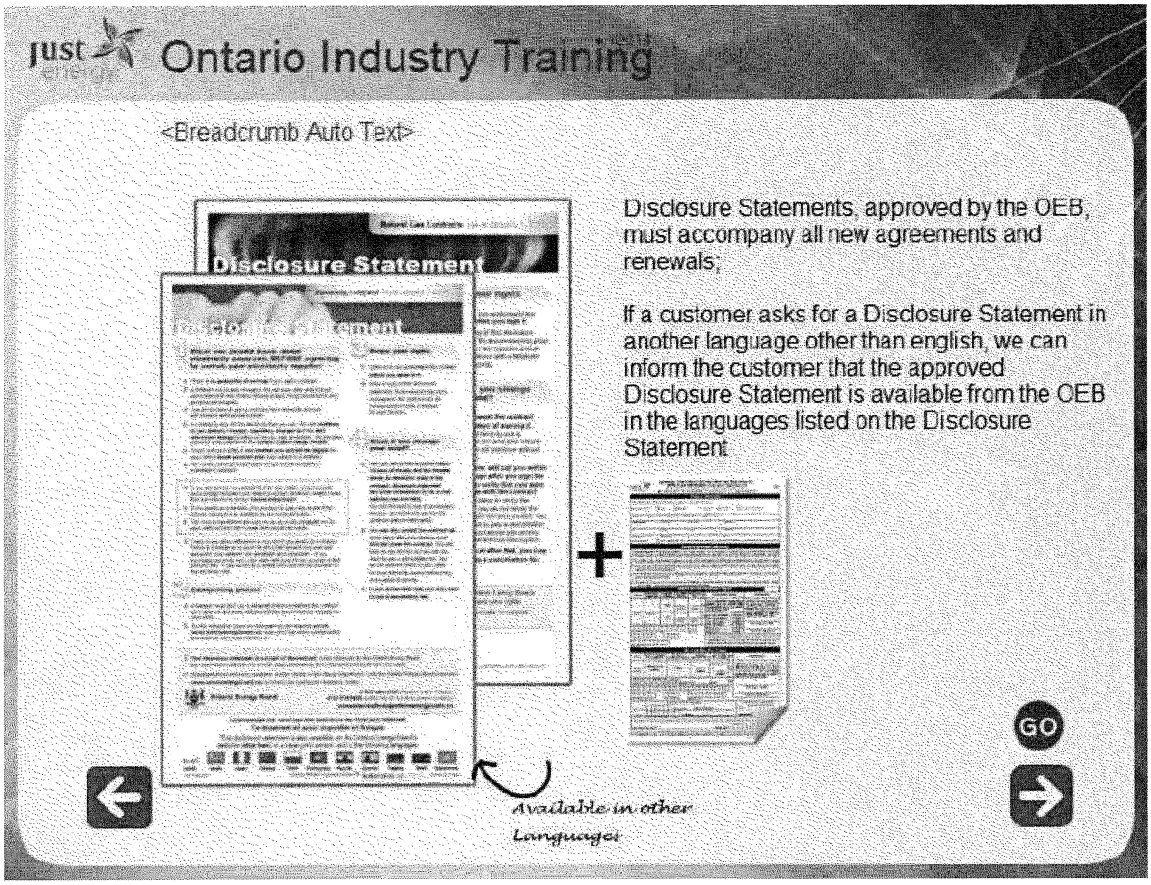


Commentary

The OEB provides different types of Disclosure Statements depending on the method of sale, and the product sold to the consumer; and whether the consumer is entering into the agreement for the first time or renewing their agreement. No changes can be made to the Disclosure Statement;

In each case, the Disclosure Statement must be signed by the consumer and dated. What you see here are samples of the Disclosure Statements for natural gas and electricity used when the sale is completed at the consumer's home. Sample statements might not be exactly as shown here.

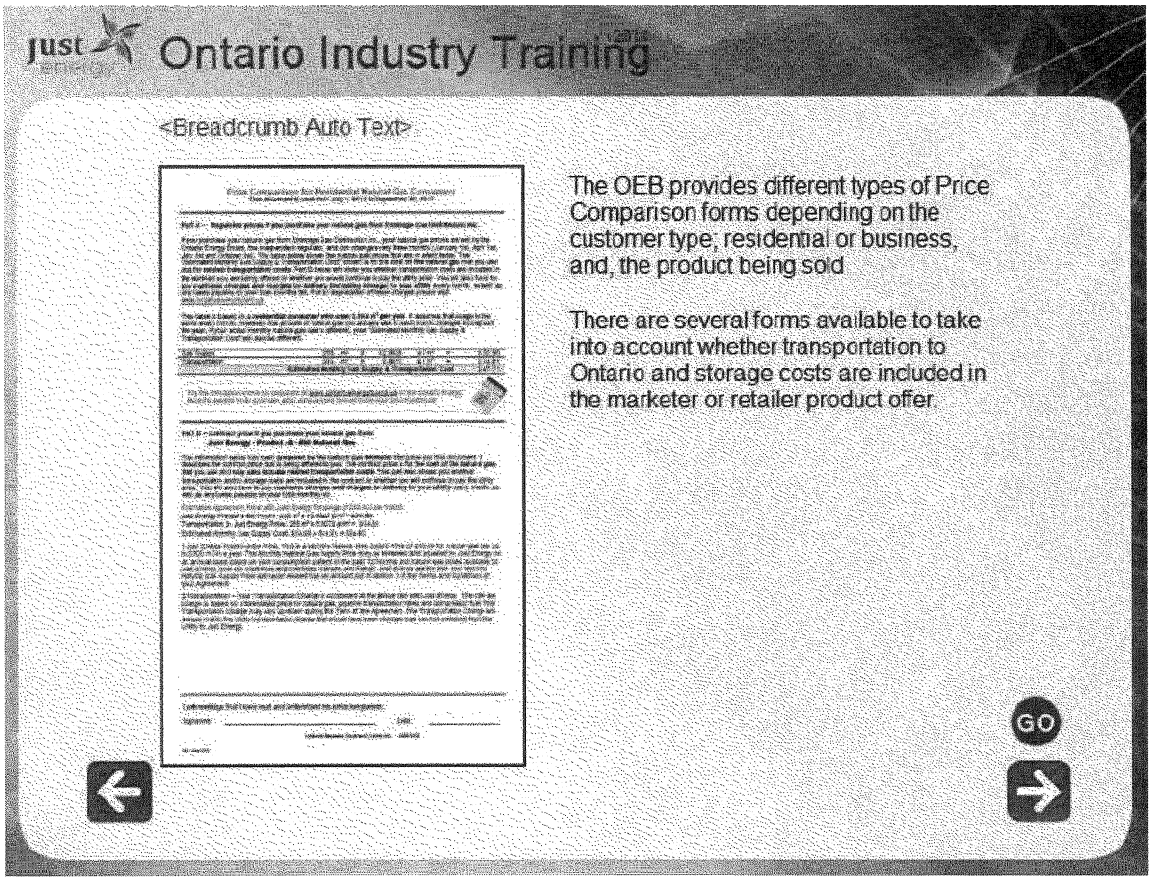
Slide 126 - Slide 126



Commentary

Disclosure Statements, approved by the OEB, must accompany all new agreements and renewals; If a customer asks for a Disclosure Statement in another language other than English; we can inform the customer that the approved Disclosure Statement is available from the OEB in the languages listed on the Disclosure Statement.

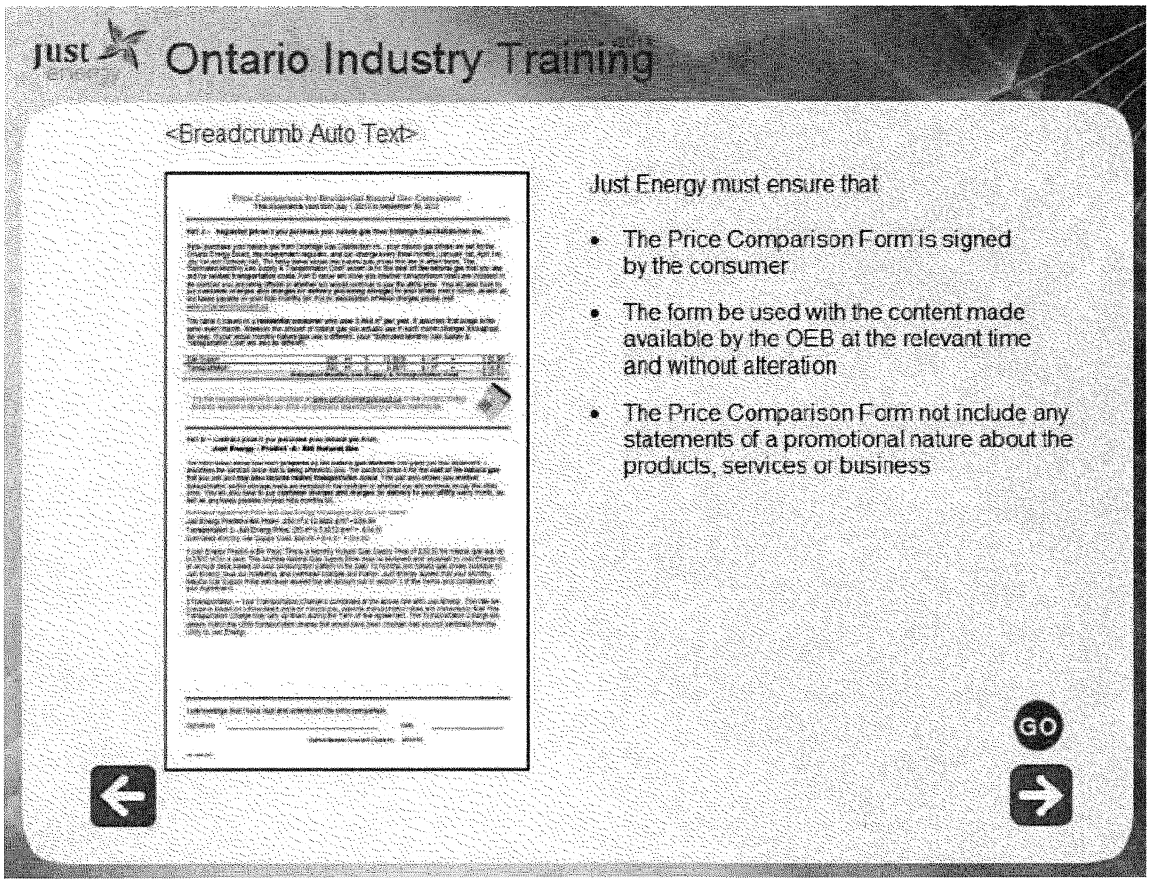
Slide 127 - Slide 127



Commentary

The OEB provides different types of Price Comparison forms; depending on the customer type; residential or business, and, the product being sold to the consumer, gas or electricity. In regards to the gas Price Comparison forms, there are several forms available to take into account whether transportation to Ontario and storage costs are included in the marketer or retailer product offer. What you see here is a sample of the Price Comparison Form for a Residential Electricity Consumer. Sample might not be exactly as shown here.

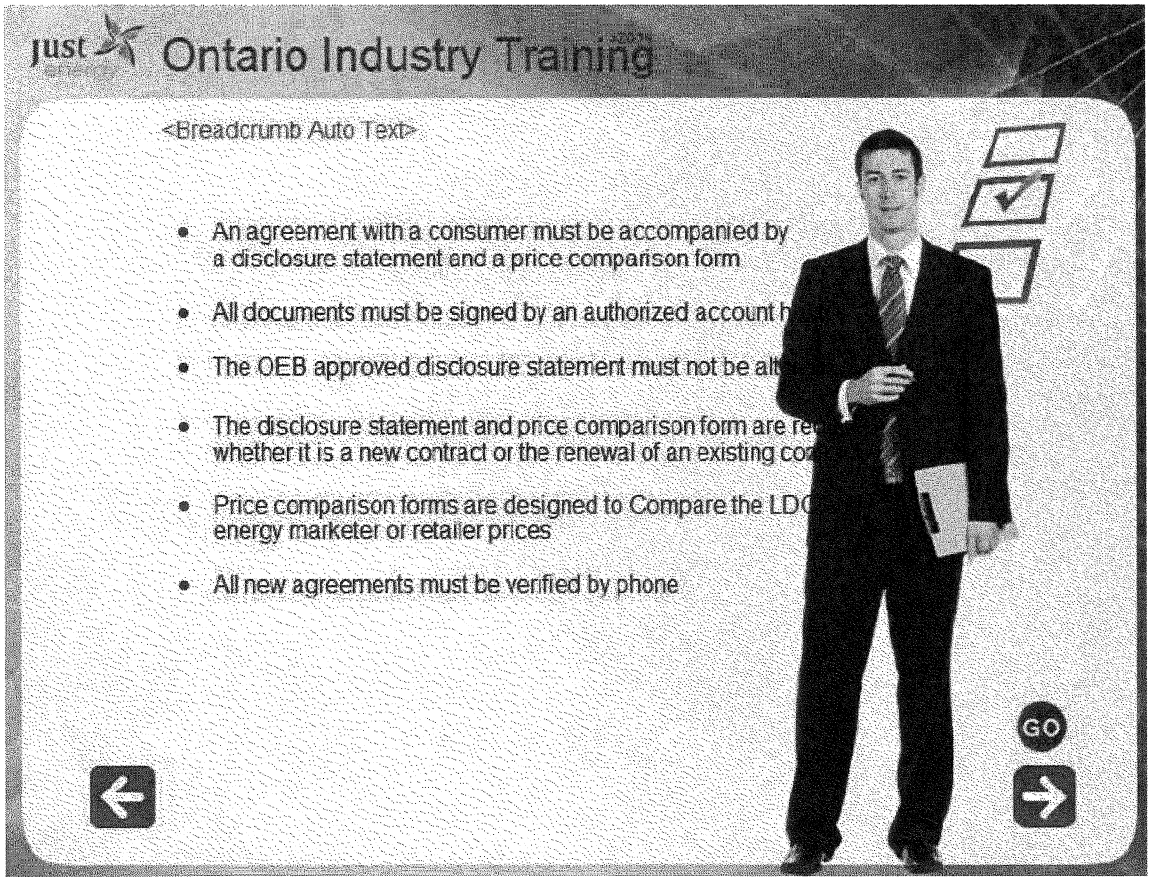
Slide 128 - Slide 128



Commentary

As a marketer or retailer, Just Energy must; Ensure that the Price Comparison Form is signed by the consumer; the form must be used with the content made available by the OEB at the relevant time and without alteration, other than to include the details of the marketer or retailer price offer; The Price Comparison Form must not include any statements of a promotional nature about the products, services or business.

Slide 129 - Slide 129



Commentary

Ok, we have now completed another section; let's review the topics we have learned so far; an agreement with a consumer must be accompanied by a disclosure statement and a price comparison form, and all documents must be signed by an authorized account holder; the OEB approved disclosure statement must not be altered;

The disclosure statement and price comparison form is required whether it is a new contract or the renewal of an existing contract; Price comparison forms are designed to Compare the LDC and energy marketer or retailer prices; All new agreements must be verified by phone

Slide 130 - Slide 130

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 131 - Slide 131

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 132 - Slide 132

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 133 - Slide 133

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 134 - Slide 134

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 135 - Slide 135

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

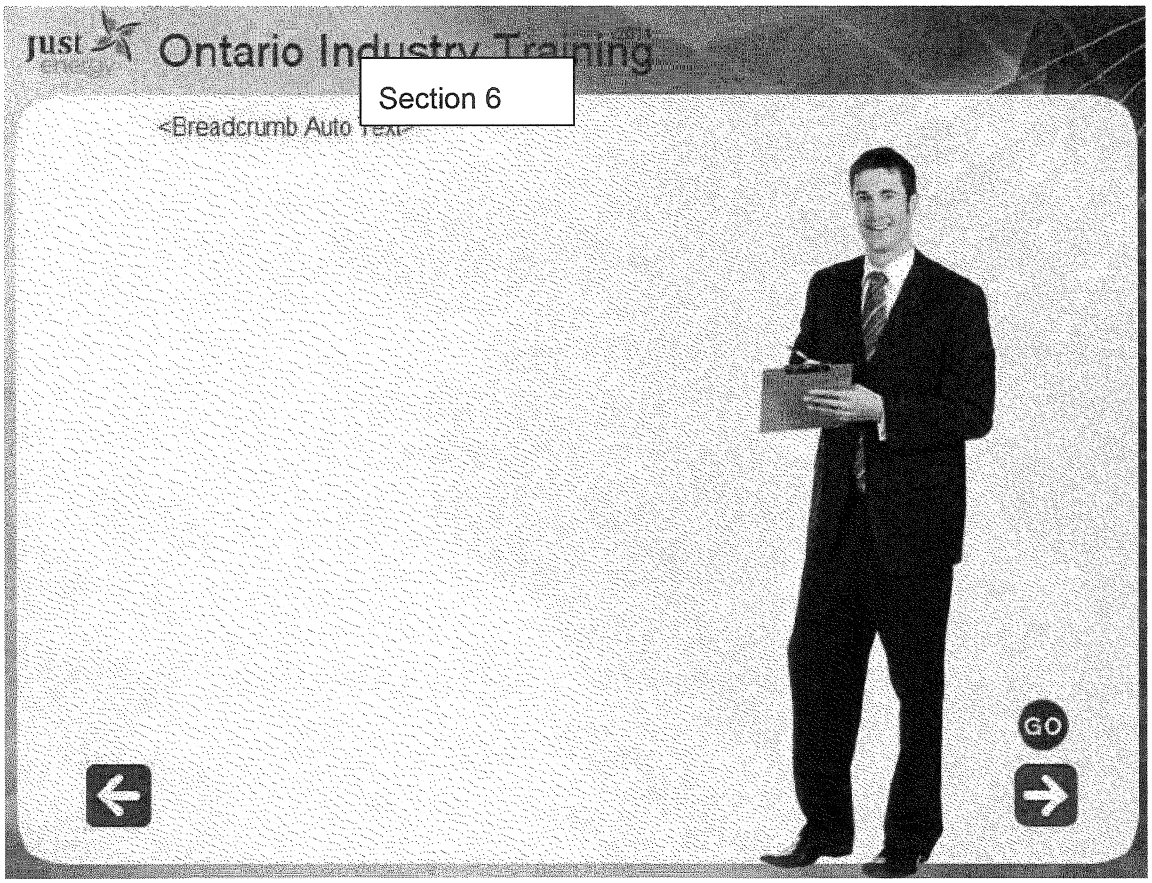
Slide 136 - Slide 136

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

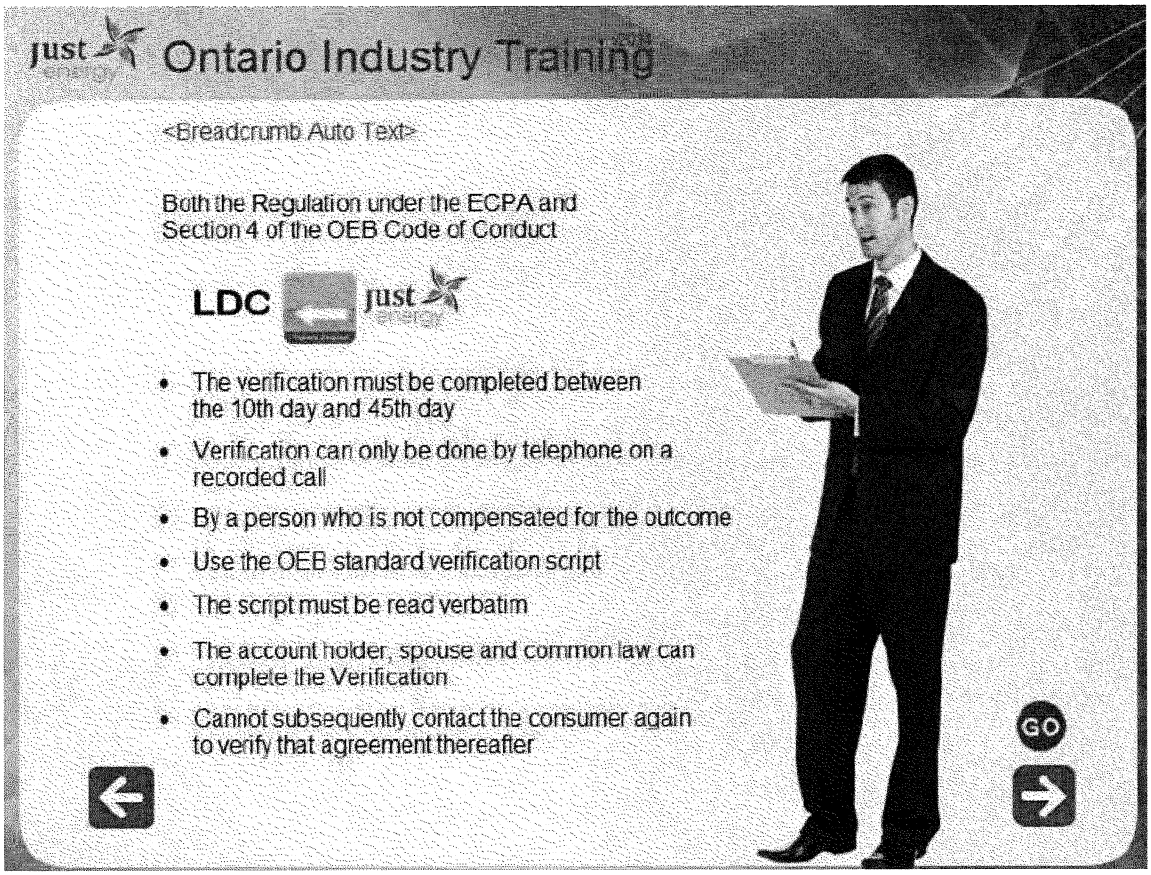
Slide 137 - Slide 137



Commentary

Section 6; the Verification process; This process was previously called reaffirmations.

Slide 138 - Slide 138

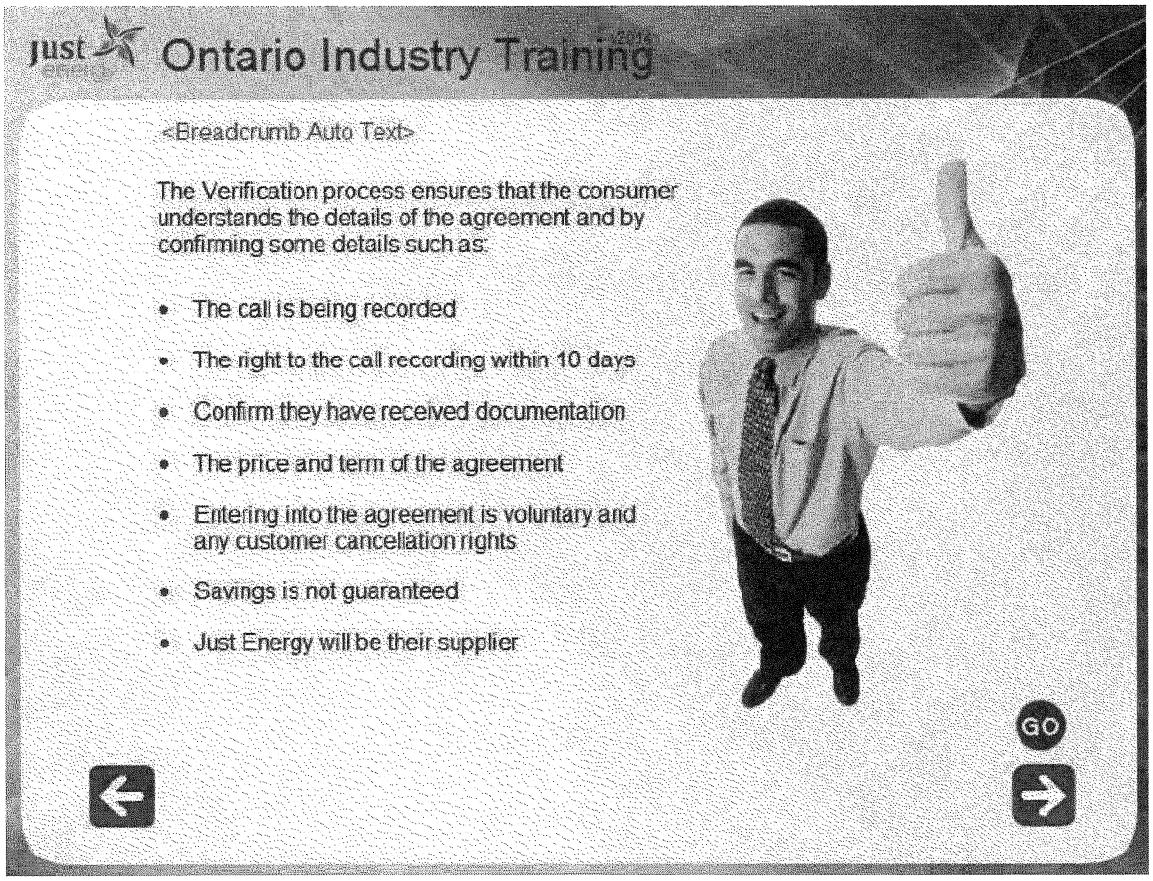


Commentary

Both the Regulation under the ECPA and section 4 of the OEB Code of Conduct outline the Verification requirements. In summary;

All door-to-door energy marketer or retailer agreements need to be verified by the consumer before the transfer request to the new marketer or retailer is sent to the LDC; The verification must be completed between the 10th day and 45th day after the consumer is left with a text-based copy of the agreement; verification can only be done by telephone on a recorded call. The recording of the verification call has associated with it a verifiable date and time stamp; The Verification call can only be completed by a person who is not compensated for the outcome of the Verification result; All Ontario marketers or retailers are required to use an OEB standard verification script. The script must be read verbatim; Only the account holder, spouse and common law or agent of the account holder can complete the Verification; If the consumer has notified a marketer or retailer that they do not wish to verify an agreement, the marketer or retailer cannot subsequently contact the consumer again to verify that agreement thereafter. The verification call must be completed successfully before the enrolment transfer request is sent to the LDC.

Slide 139 - Slide 139



Commentary

The Verification process ensures that the consumer understands the details of the agreement and by confirming some details such as;

That the call is being recorded;

They have the right to obtain a copy of the verification call recording within 10 days from requesting a copy;

Need to confirm they have received a copy of the agreement Disclosure Statement, and Price Comparison Form;

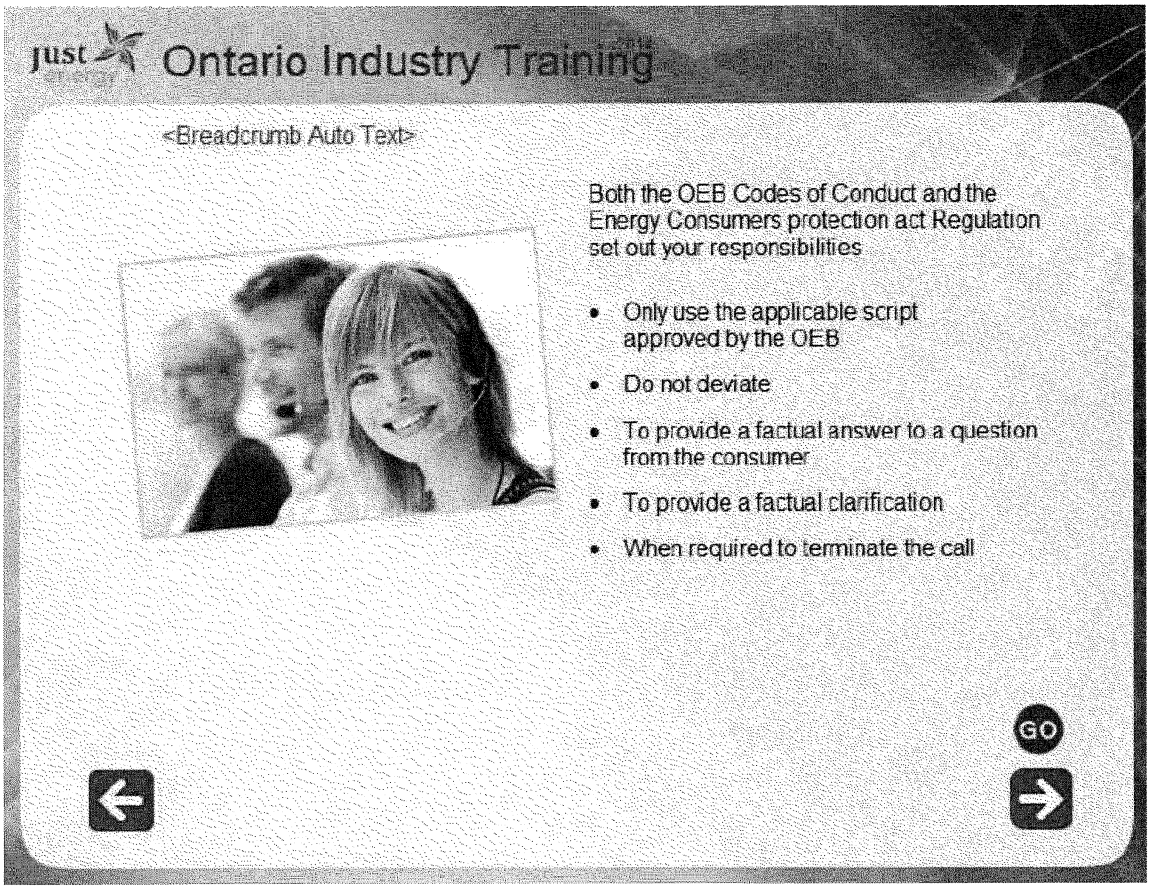
The price and term of the agreement, and that they wish to continue with the agreement;

Entering into the agreement is voluntary and any customer cancellation rights;

Savings is not guaranteed;

By entering into the agreement the marketer or retailer will be your new marketer or retailer for the commodity.

Slide 140 - Slide 140



Commentary

Verification Agent Responsibilities on the call; Both the OEB Codes of Conduct and the Energy Consumers protection act Regulation set out your responsibilities in completing the Verification Call; which are as follows;

Only use the applicable script approved for that purpose by the OEB;

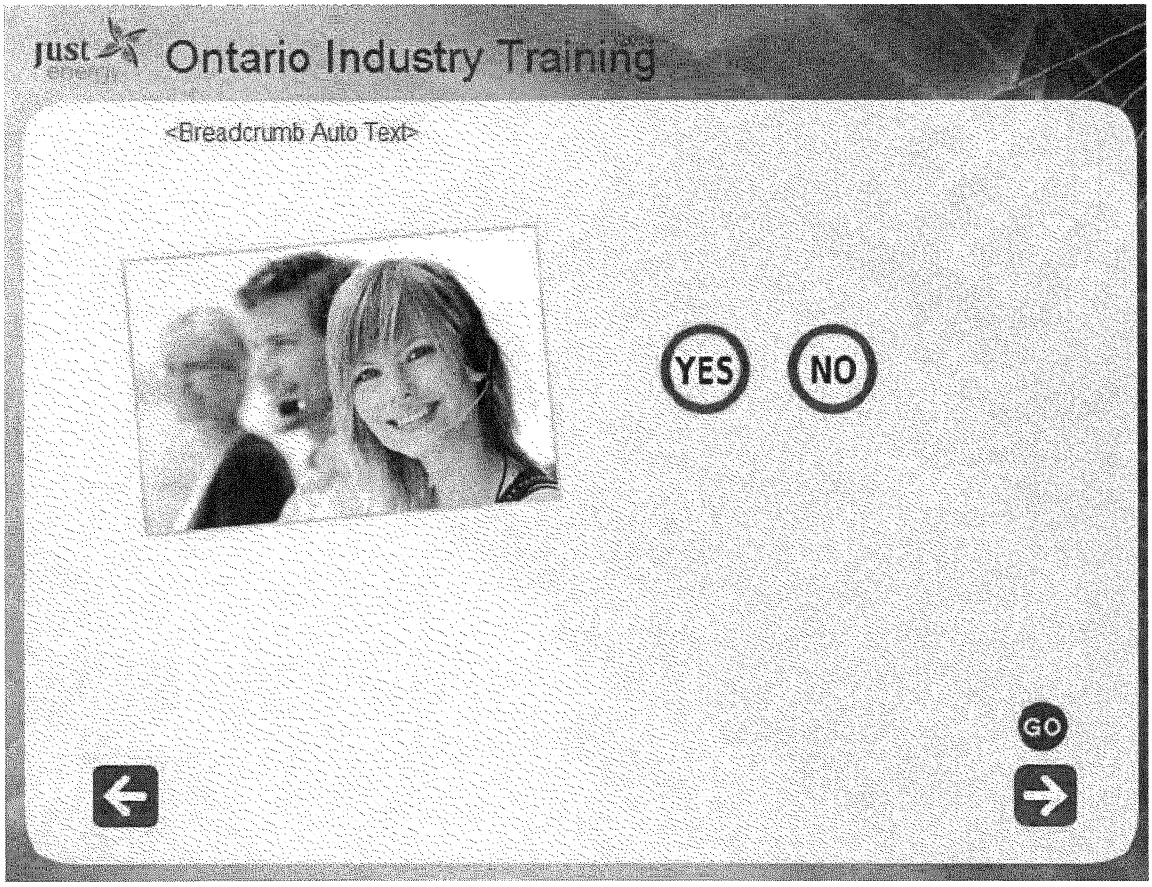
do not deviate from the applicable Board-approved script except;

To provide a factual answer to a question from the consumer;

To provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative, and,

When required to terminate the call.

Slide 141 - Slide 141



Commentary

Except where expressly permitted by the terms of the applicable OEB approved script; where the script calls for a, yes; or, no answer from the consumer; the verification representative shall terminate the verification call, if the consumer; does not provide a clear affirmative response.

Slide 142 - Slide 142

Commentary

Cannot make any statements of a promotional nature about the products, services or business of the marketer or retailer; and; If the Verification agent is advised by the consumer of an unfair sales practice or; has reason to believe that an unfair sales practice occurred at any time during the sale process; the Verification agent cannot continue with the call.

Slide 143 - Slide 143

Commentary

Also; The verification agent is required to advise the consumer of the reason for ending the call. The verification agent is required to advise the marketer or retailer of the unfair practice allegation.

Slide 144 - Slide 144

Commentary

Let's take a moment to review the items we have covered so far; The verification must be completed before the enrolment transfer request is sent to the LDC; The account holder, their agent, their spouse, or their common law spouse can complete the verification on behalf of the customer; The script for the verification call is standard for all Ontario energy marketers or retailers;

Slide 145 - Slide 145

Commentary

The verification agent can only deviate from the applicable OEB approved script to provide a factual answer from the consumer and when required must terminate the call; Verification agents are not allowed to; Make a statement of a promotional nature; Ignore statements that suggest an unfair practice has occurred; Deviate from the script in certain circumstances.

Slide 146 - Slide 146

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 147 - Slide 147

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 148 - Slide 148

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 149 - Slide 149

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

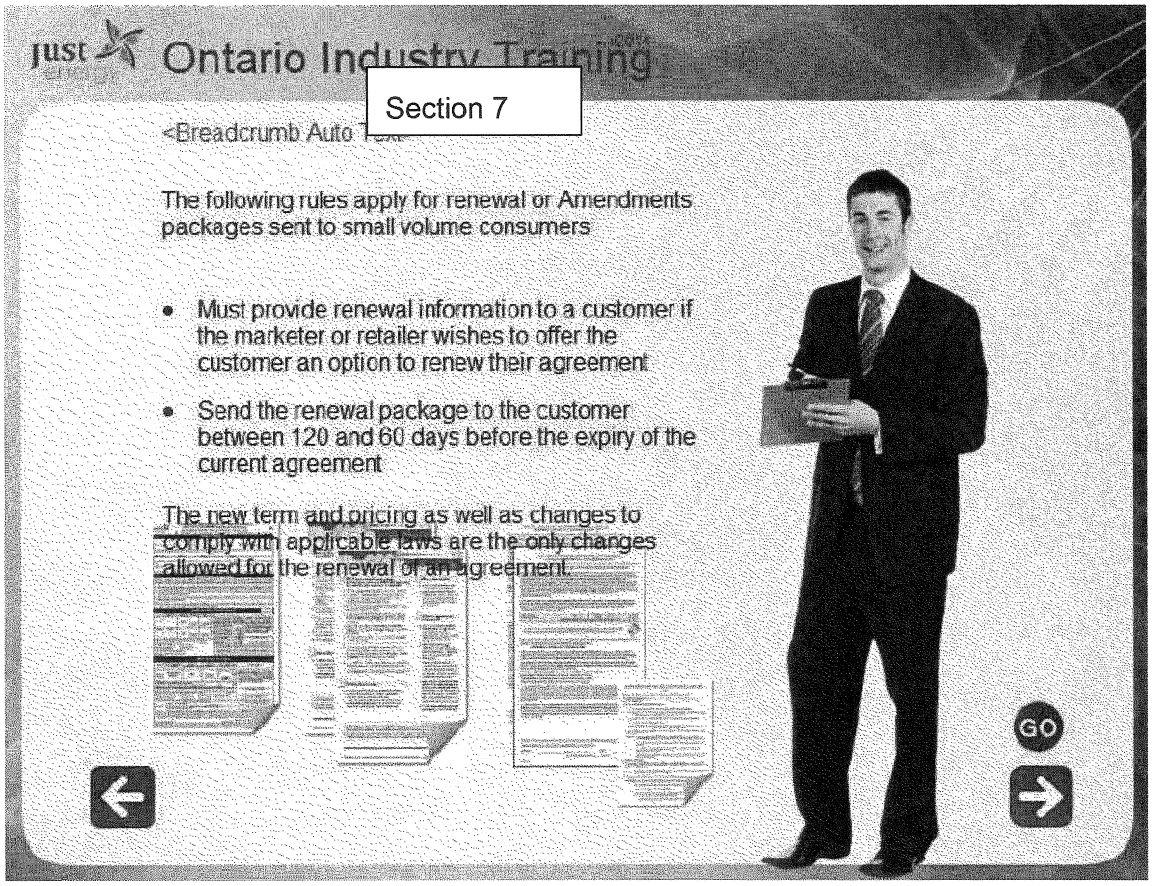
Slide 150 - Slide 150

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

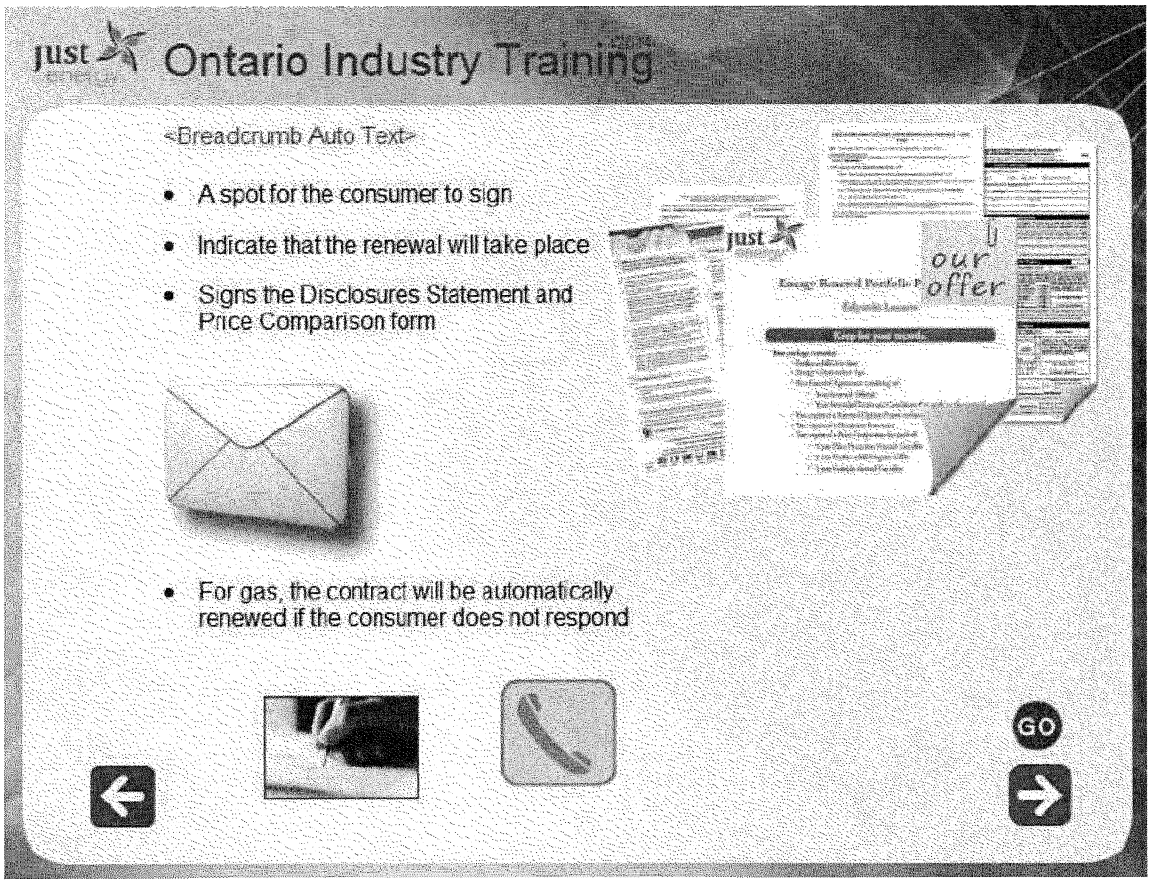
Slide 157 - Slide 151



Commentary

Agreement renewals and Amendments; in section 7; we will review the process involved when renewing or extending a customer agreement.

Slide 152 - Slide 152



Commentary

Ontario Regulations outline the rules for the renewal or Amendments of an existing agreement;

The following rules apply for renewal or Amendments packages sent to small volume consumers;

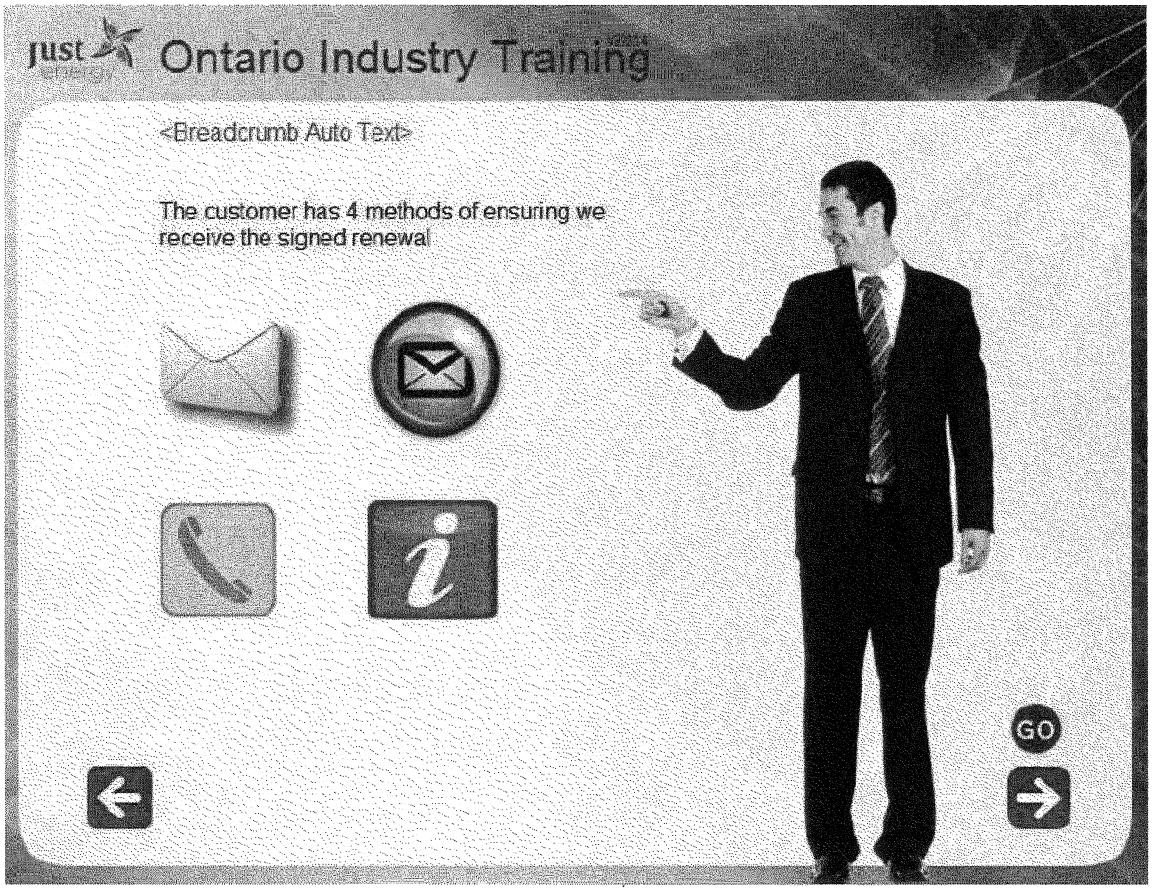
Prior to the expiry of an existing agreement a marketer or retailer must provide renewal information to a customer if the marketer or retailer wishes to offer the customer an option to renew their agreement;

The marketer or retailer needs to send the renewal package to the customer between 120 and 60 days before the expiry of the current agreement;

The Package will Include; proposed agreement; 2 copies each of the disclosure statement; price comparison form and; renewal form;

The new term and pricing as well as changes to comply with applicable laws are the only changes allowed for the renewal of an agreement.

Slide 153 - Slide 153



Commentary

Renewal Package must clearly indicate that the marketer or retailer is offering to renew the agreement term and describe the new pricing offer and term;

Provide a spot for the consumer to sign if they want to decline the offer; "Indicate that the renewal will take place if the consumer;

selects an option; signs & prints name at the end of the Form acknowledging having read and understood the disclosure statement and price comparison form; signs the Disclosure Statement and Price Comparison Form;

returns the signed copies of the form, disclosure statement and price comparison to the marketer or retailer"

Indicate marketer or retailer toll-free phone number;

If automatic renewal is an option for gas, the renewal form must clearly state;

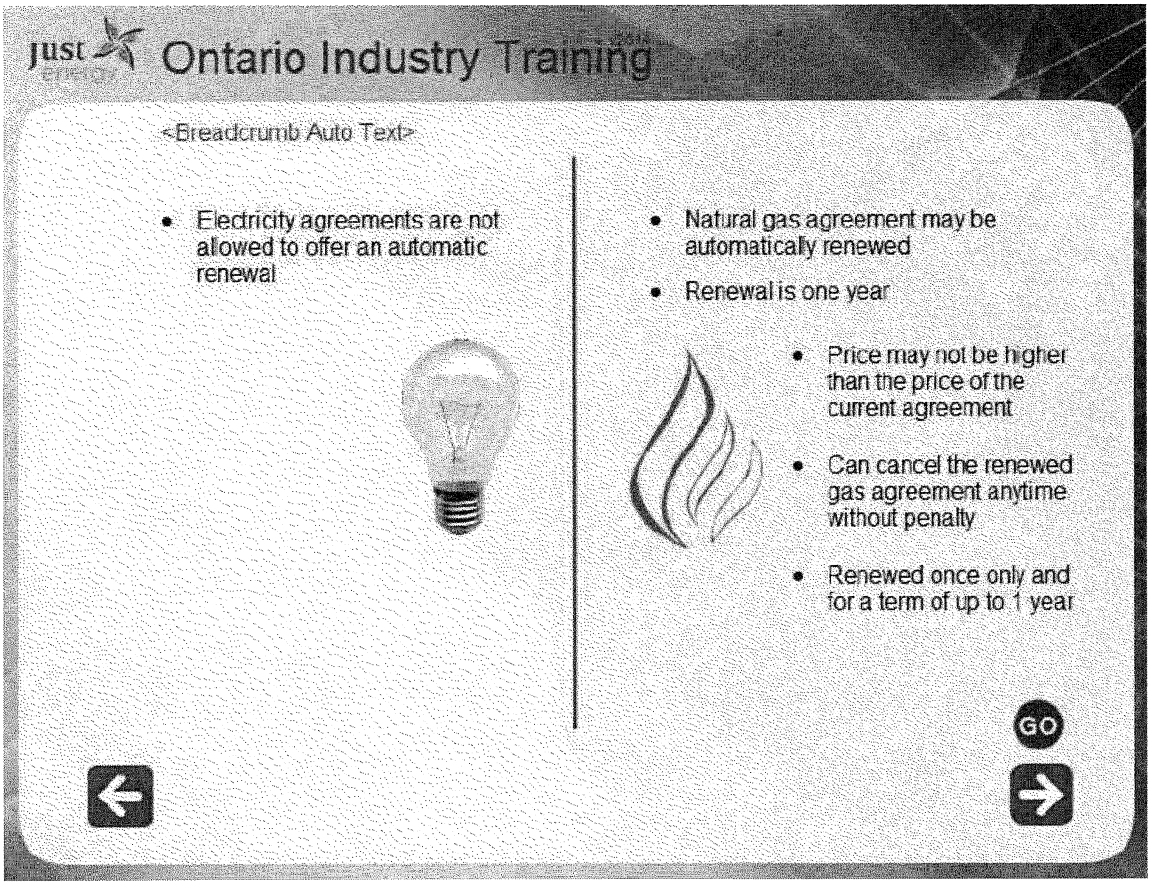
that the contract will be automatically renewed if the consumer does not;

take the actions described in the above bullet point ;or

advise the marketer or retailer in writing or by telephone that he/she does not wish to renew or extend the term of the contract

The contract price that will apply if the contract is automatically renewed.

Slide 154 - Slide 154

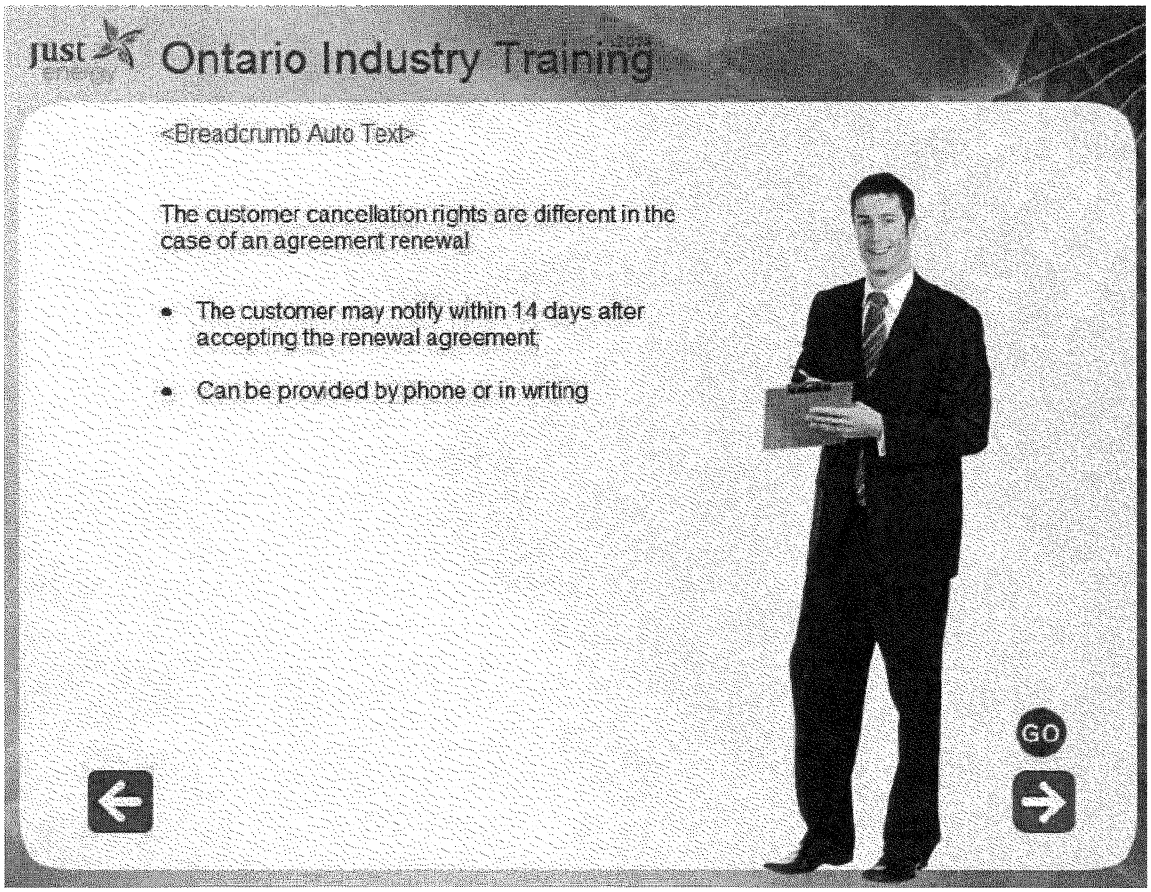


Commentary

The customer has 4 methods of ensuring we receive the signed renewal form, disclosure statement and price comparison form;

By Mail; By Email; By Telephone; follow the OEB renewal scripts and requirements; and By website;

Slide 155 - Slide 155



Commentary

In the case of electricity agreements a marketer or retailer is not allowed to offer an automatic renewal;

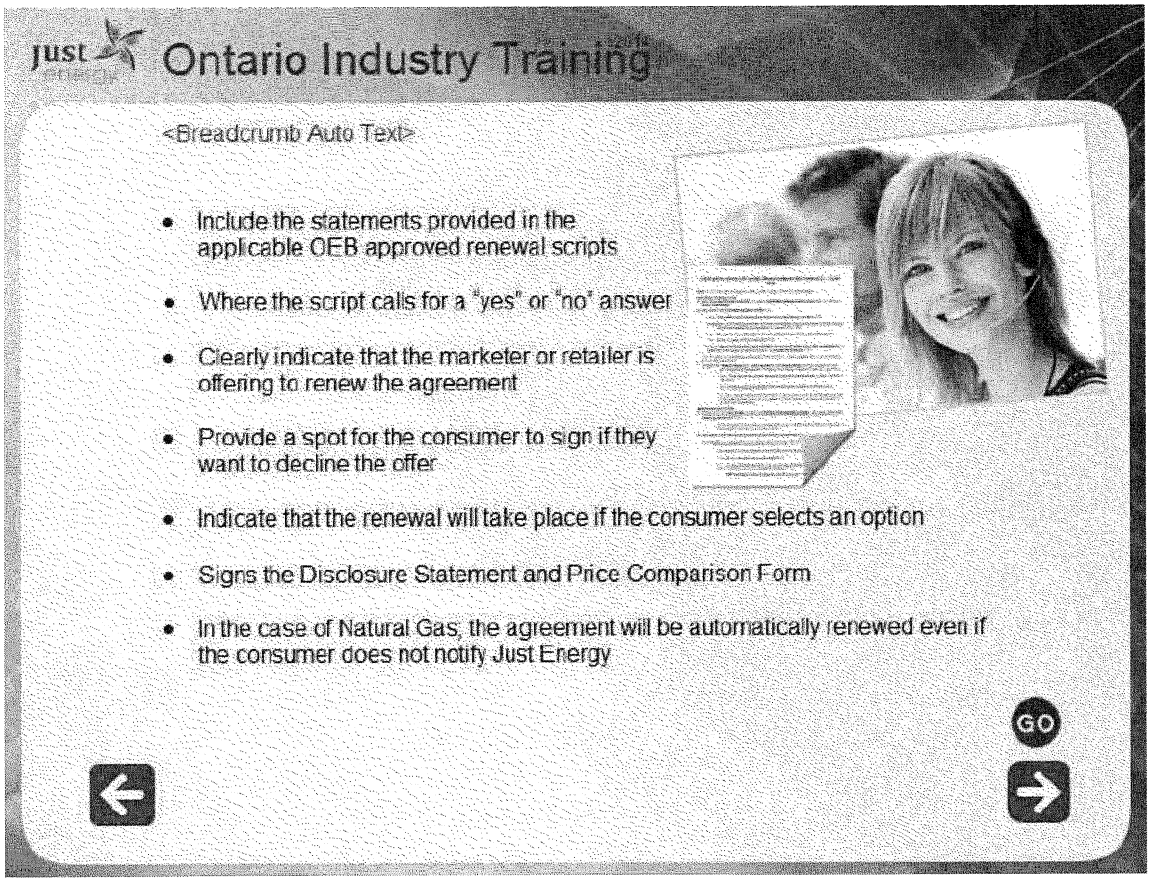
however; a natural gas agreement may be automatically renewed in accordance with the following conditions;

Maximum term for automatic renewal is one year; The renewal price may not be higher than the price of the current agreement;

Customer or marketer or retailer can cancel the renewed gas agreement anytime without penalty;

Agreement may only be automatically renewed once only and for a term of up to 1 year;

Slide 156 - Slide 156



Commentary

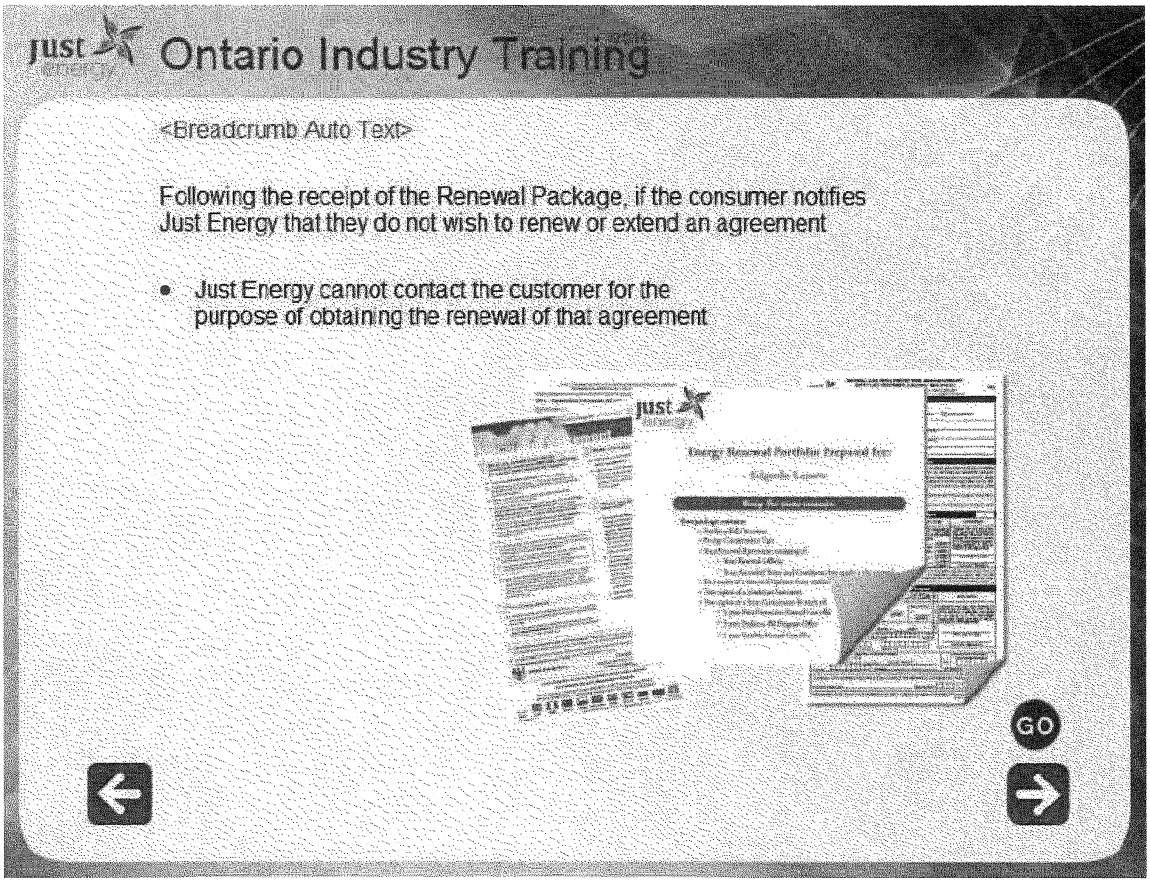
The customer cancellation rights are different in the case of an agreement renewal;

the customer may notify within 14 days after accepting the renewal agreement;

the customer has the right to cancel;

can be provided by phone or in writing; if by phone; the marketer or retailer is required to send written confirmation of the cancellation to the customer.

Slide 157 - Slide 157

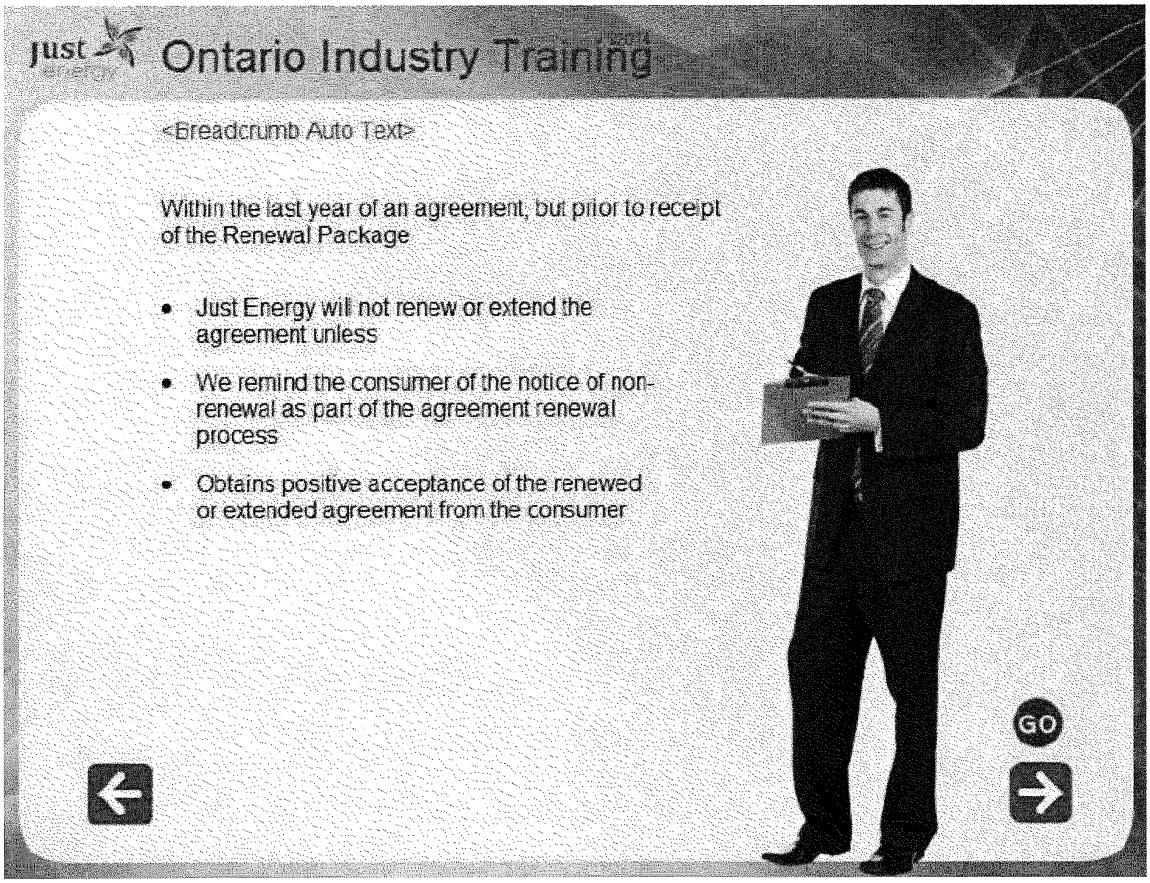


Commentary

Where a renewal affected by telephone; the marketer or retailer shall comply with the following requirements; the verification agent shall include the statements provided in the applicable OEB approved renewal scripts; the verification agent shall not make any representation that is inconsistent with or contrary to any of the statements or questions set out in the script; where the script calls for a "yes" or "no" answer, and if the consumer does not provide a clear affirmative response the verification agent shall terminate the renewal call if the consumer does not provide a clear affirmative response; the verification agent shall terminate the renewal call where the script requires, and shall do so in accordance with the requirements of the applicable OEB approved script; and; the recording of the renewal call has associated with it a verifiable date and time stamp.

Renewal Package must contain the following information; Clearly indicate that the marketer or retailer is offering to renew the agreement term and describe the new pricing offer and term; Provide a spot for the consumer to sign if they want to decline the offer; Indicate that the renewal will take place if the consumer selects an option; Signs and Prints name at the end of the Form; Signs the Disclosure Statement and Price Comparison Form, indicating that they understand these documents; Indicate marketer or retailers toll-free phone number; In the case of Natural Gas; the agreement will be automatically renewed even if the consumer does not notify Just Energy;

Slide 158 - Slide 158

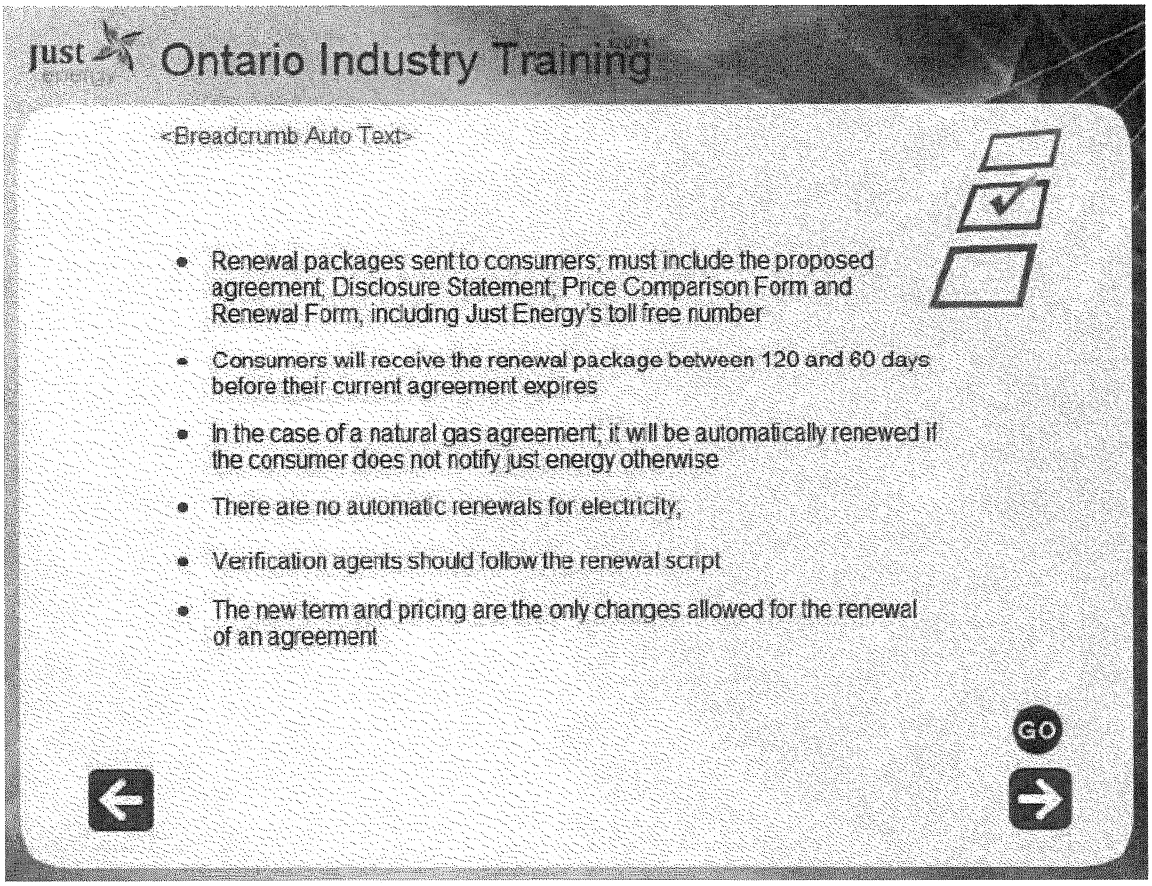


Commentary

Following the receipt of the Renewal Package, if the consumer notifies Just Energy that they do not wish to renew or extend an agreement, whether as part of a renewal call or by separate notice;

Just Energy cannot contact the customer for the purpose of obtaining the renewal of that agreement.

Slide 159 - Slide 159



Commentary

Within the last year of an agreement, but prior to receipt of the Renewal Package,

if a customer notifies Just Energy that they do not wish to renew or extend the agreement,

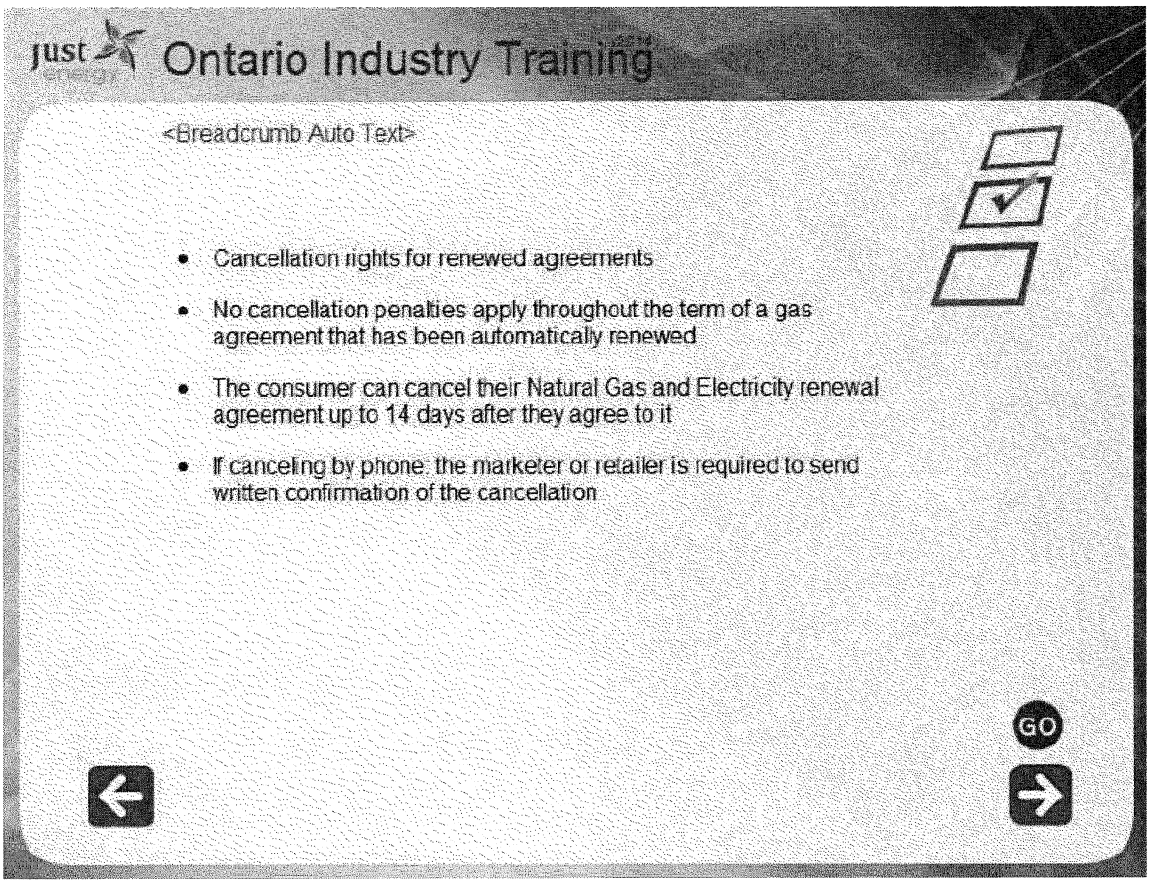
then

Just Energy will not renew or extend the agreement unless;
we remind the customer of the notice of non-renewal as part of the agreement renewal process and;

obtains positive acceptance of the renewed or extended agreement from the customer.

In this case the agreement may not be automatically renewed

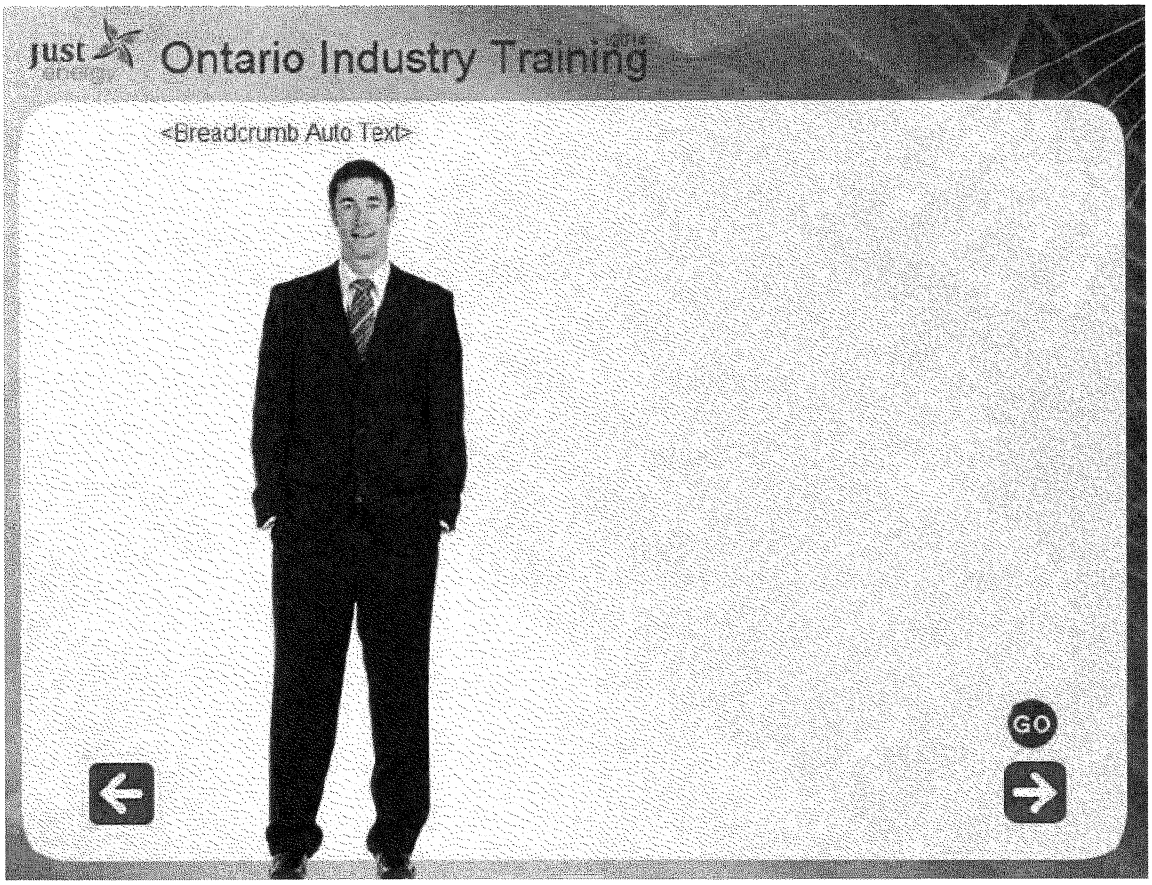
Slide 160 - Slide 160



Commentary

Now let's review what we have learned so far; renewal packages sent to customers; must include the proposed agreement; Disclosure Statement; Price Comparison Form and Renewal Form, including Just Energy's toll free number; Customers will receive the renewal package between 120 and 60 days before their current agreement expires; In the case of a natural gas agreement; it will be automatically renewed if the customer does not notify just energy otherwise; There are no automatic renewals for electricity; Verification agents should follow the renewal script; The new term and pricing are the only changes allowed for the renewal of an agreement;

Slide 161 - Slide 161



Commentary

Cancellation rights for renewed agreements; No cancellation penalties apply throughout the term of a gas agreement that has been automatically renewed; The customer can cancel their Natural Gas and Electricity renewal agreement up to 14 days after they agree to it; If canceling by phone: the marketer or retailer is required to send written confirmation of the cancellation

Slide 162 - Slide 162

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 163 - Slide 163

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 164 - Slide 164

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 165 - Slide 165

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 166 - Slide 166

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 167 - Slide 167

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 168 - Slide 168

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

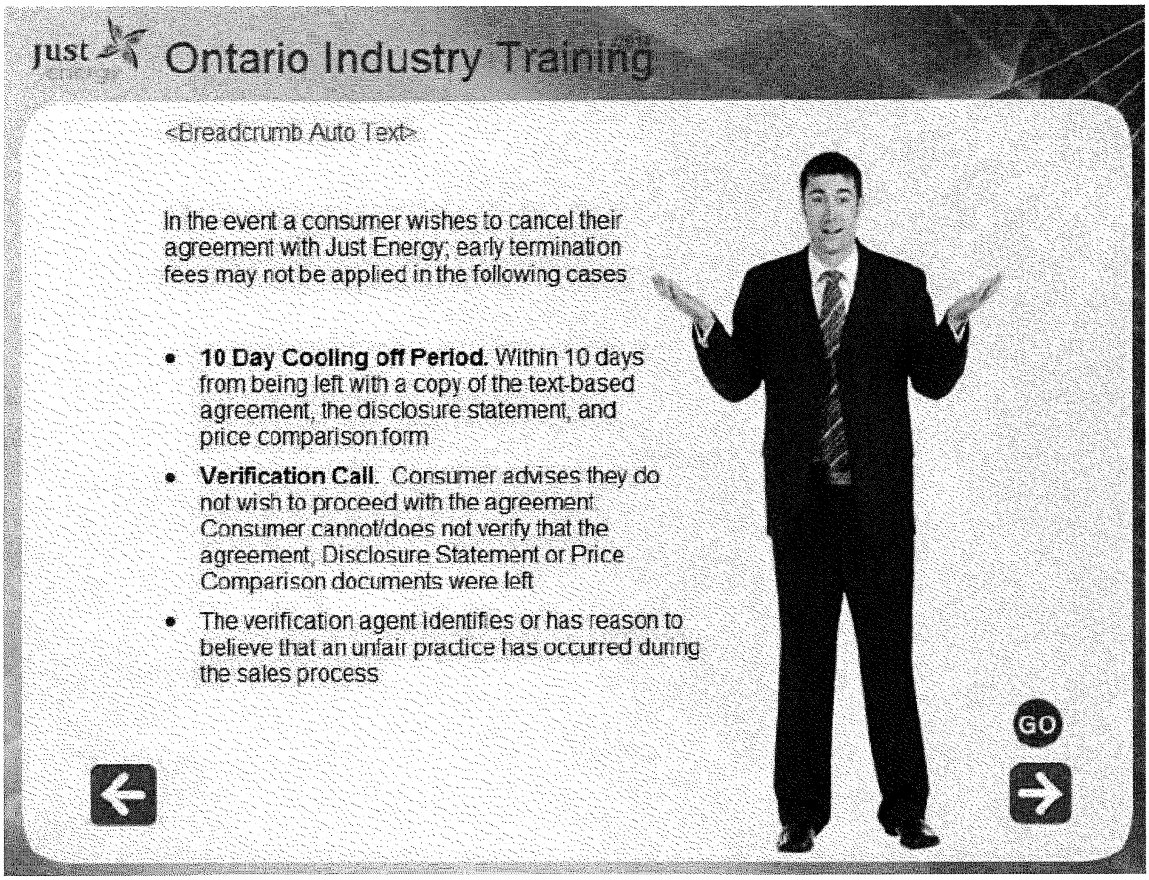
Slide 169 - Slide 169

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

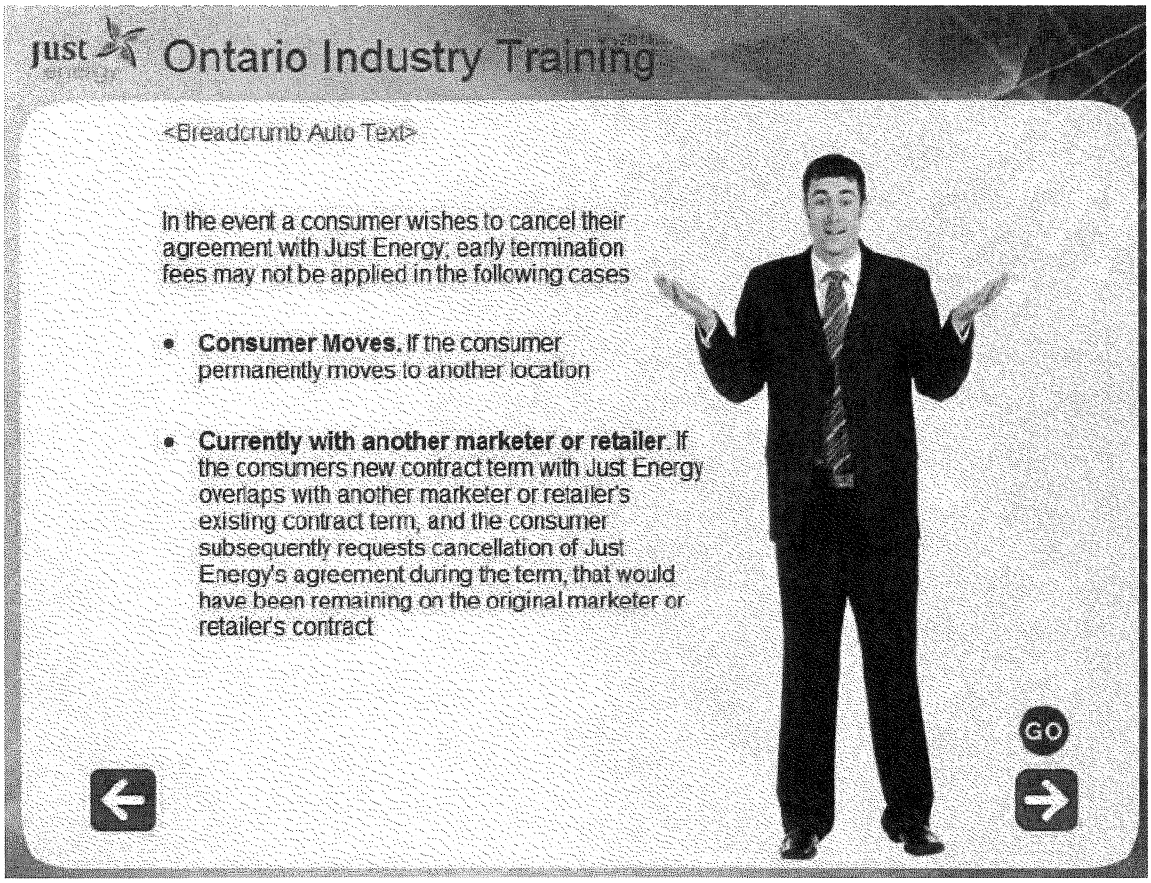
Slide 170 - Slide 170



Commentary

Section 8; Customer Cancellation Rights; In this section; we will look at the Consumers rights as it pertains to cancellation and the rules surrounding cancellation of the agreement with Just Energy.

Slide 171 - Slide 171



Commentary

In the event a consumer wishes to cancel their agreement with Just Energy; early termination fees may not be applied in the following cases;

10-Day Cooling Off Period;

Within 10 days from being left with a copy of the text-based agreement, the disclosure statement, and price comparison form;

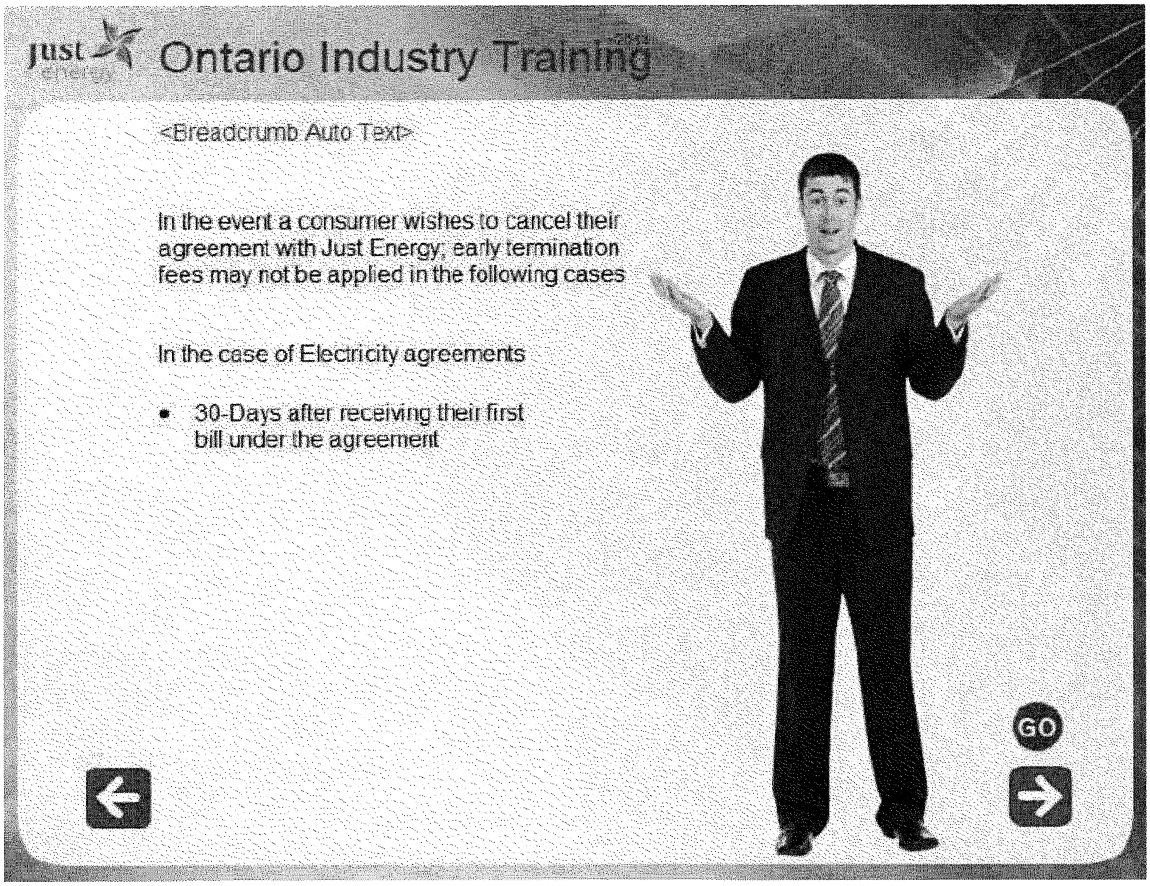
Verification Call; consumer advises they do not wish to proceed with the agreement;

Consumer cannot/does not verify that the agreement;

Disclosure Statement or Price Comparison documents were left;

the verification agent identifies or has reason to believe that an unfair practice has occurred during the sales process.

Slide 172 - Slide 172



Commentary

In the case of Electricity agreements:

30-Days after receiving their first bill under the agreement;

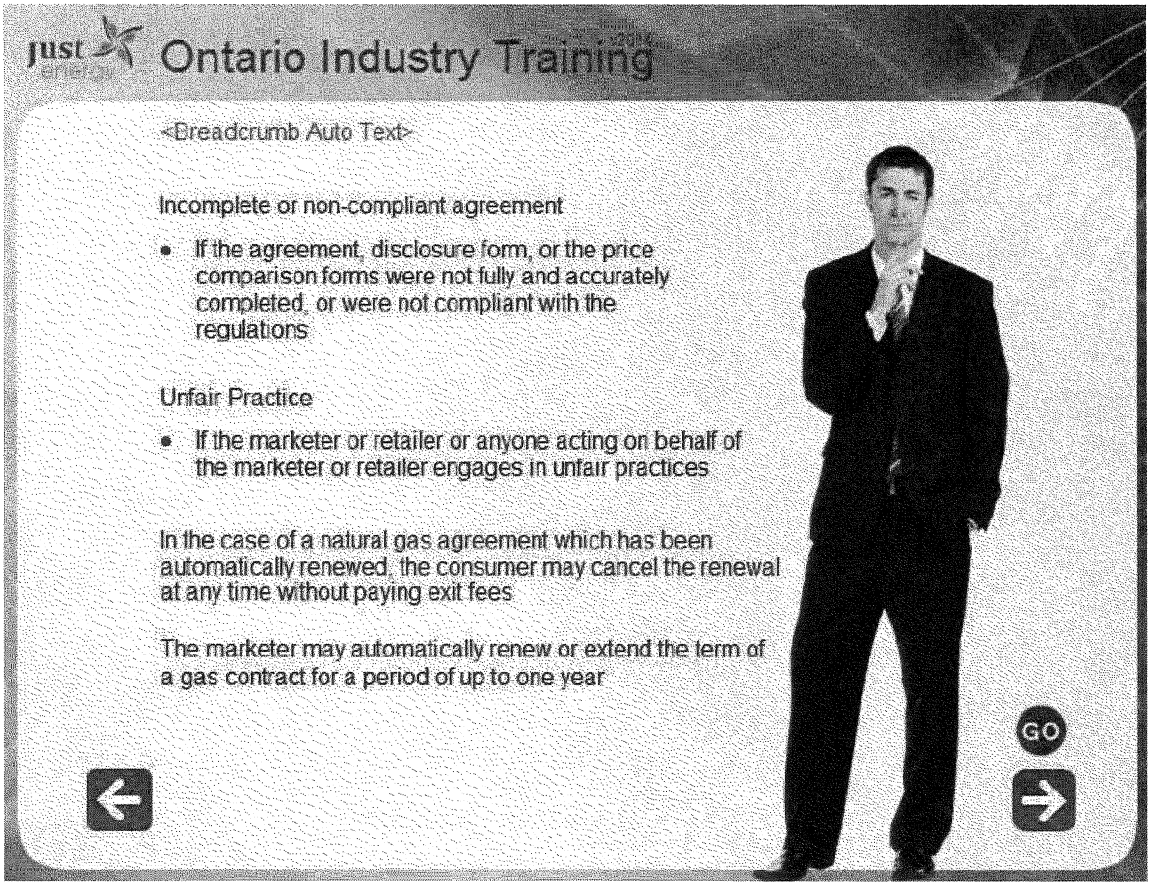
in the case of customer Moves:

If the consumer permanently moves to another location; where the consumer is currently with Another marketer or retailer;

If the consumers new contract term with Just Energy overlaps with another marketer or retailer's existing contract term, and the consumer subsequently requests cancellation of Just Energy's agreement during the term;

that would have been remaining on the original marketer or retailer 's contract

Slide 173 - Slide 173



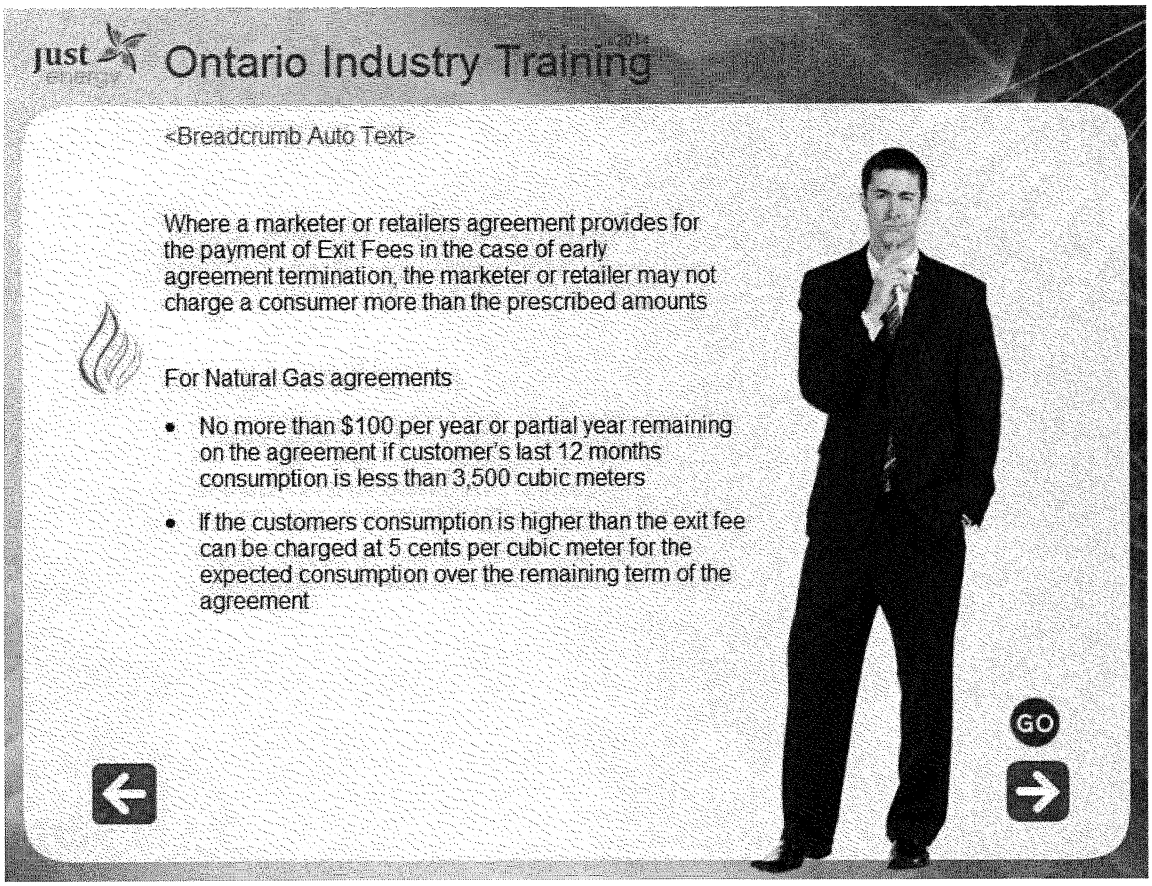
Commentary

Incomplete or non-compliant agreement; if the agreement, disclosure form, or the price comparison forms were not fully and accurately completed, or were not compliant with the regulations;

Unfair Practice; if the Marketer or retailer or anyone acting on behalf of the marketer or retailer engages in unfair practices; in the case of a natural Gas agreement which has been Automatically Renewed; the customer may cancel the renewal at any time without paying exit fees.

The marketer or retailer may automatically renew or extend the term of a contract for a period of up to one year.

Slide 174 - Slide 174



Commentary

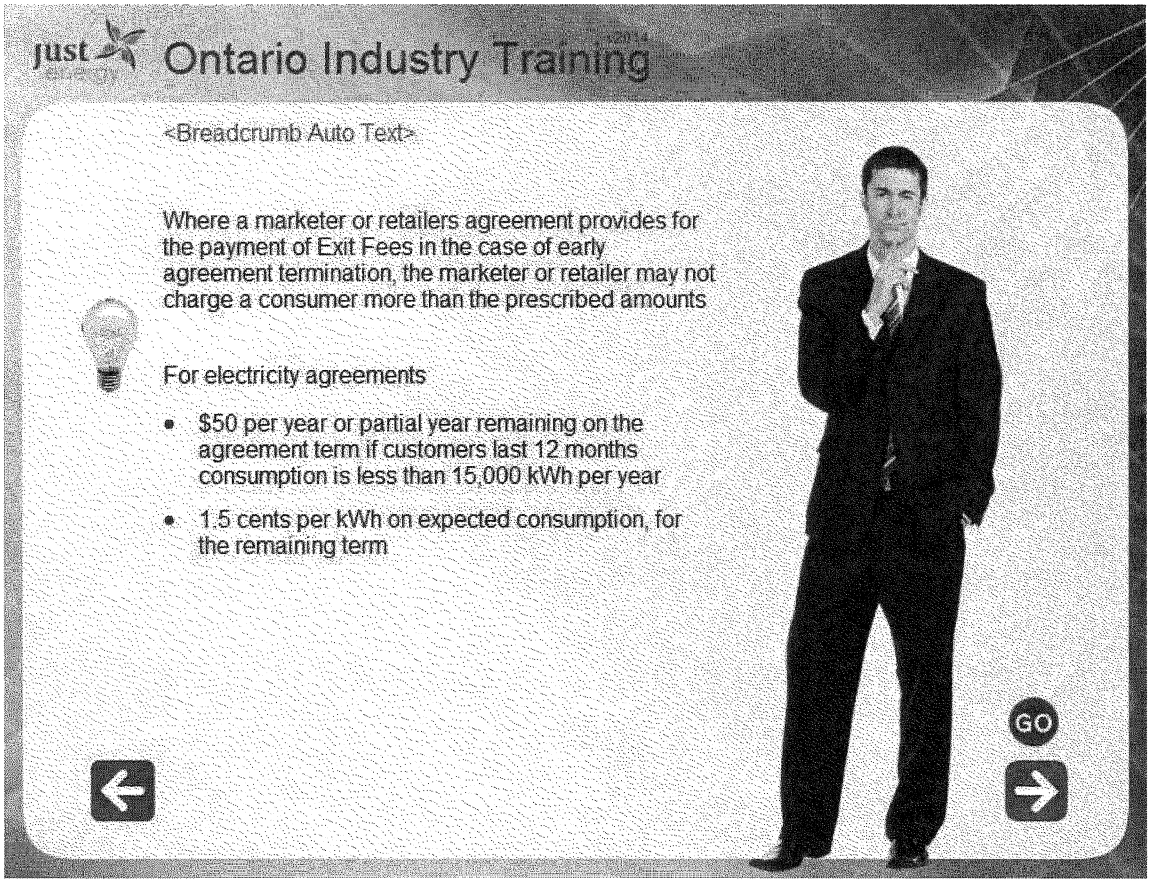
Where a marketer or retailers agreement provides for the payment of Exit Fees in the case of early agreement termination, the marketer or retailer may not charge a consumer more than the prescribed amounts;

For Natural gas agreements;

No more than $100 per year or partial year remaining on the agreement if customer's last 12 months consumption is less than 3,500 cubic meters;

If the customers consumption is higher than the exit fee can be charged at 5 cents per cubic meter for the expected consumption over the remaining term of the agreement.

Slide 175 - Slide 175

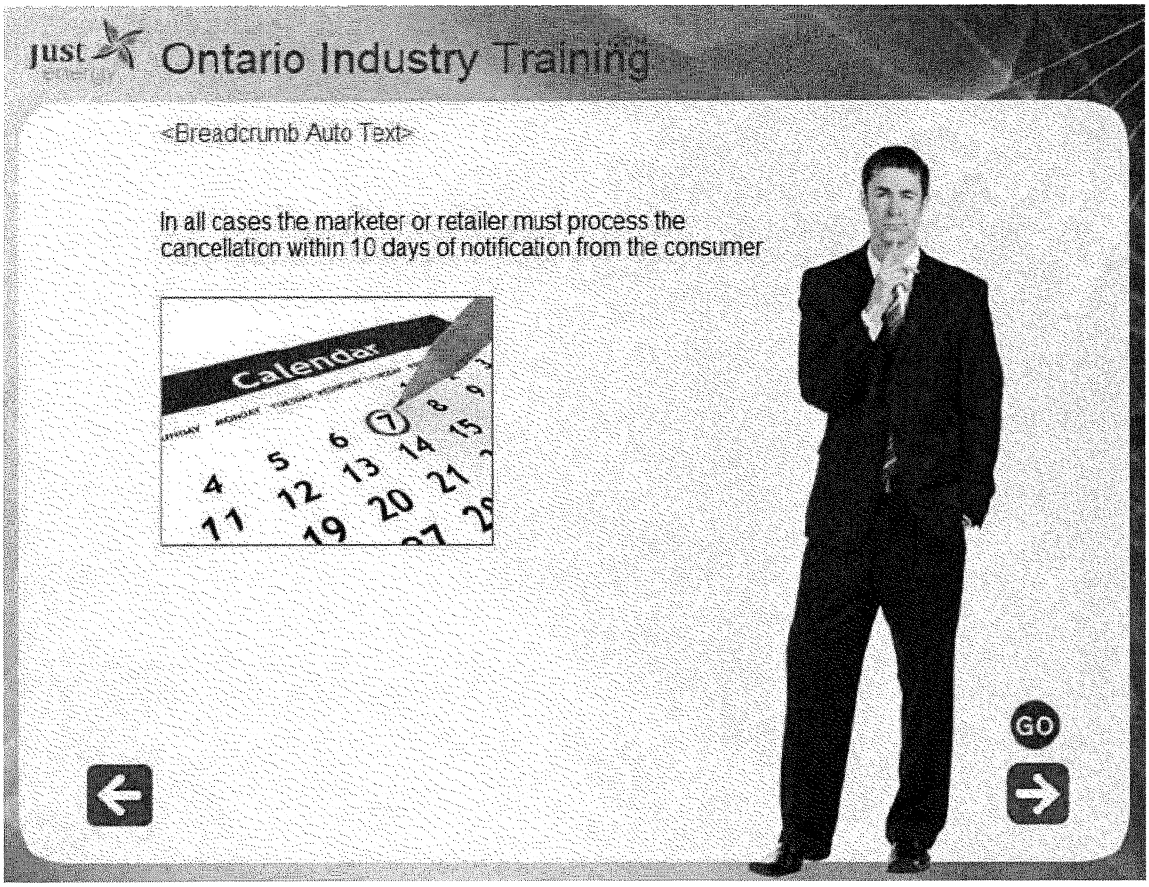


Commentary

For electricity agreements;

$50 per year or partial year remaining on the agreement term if customers last 12 months consumption is less than 15,000 kWh per year; otherwise 1.5 cents per kWh on expected consumption, for the remaining term.

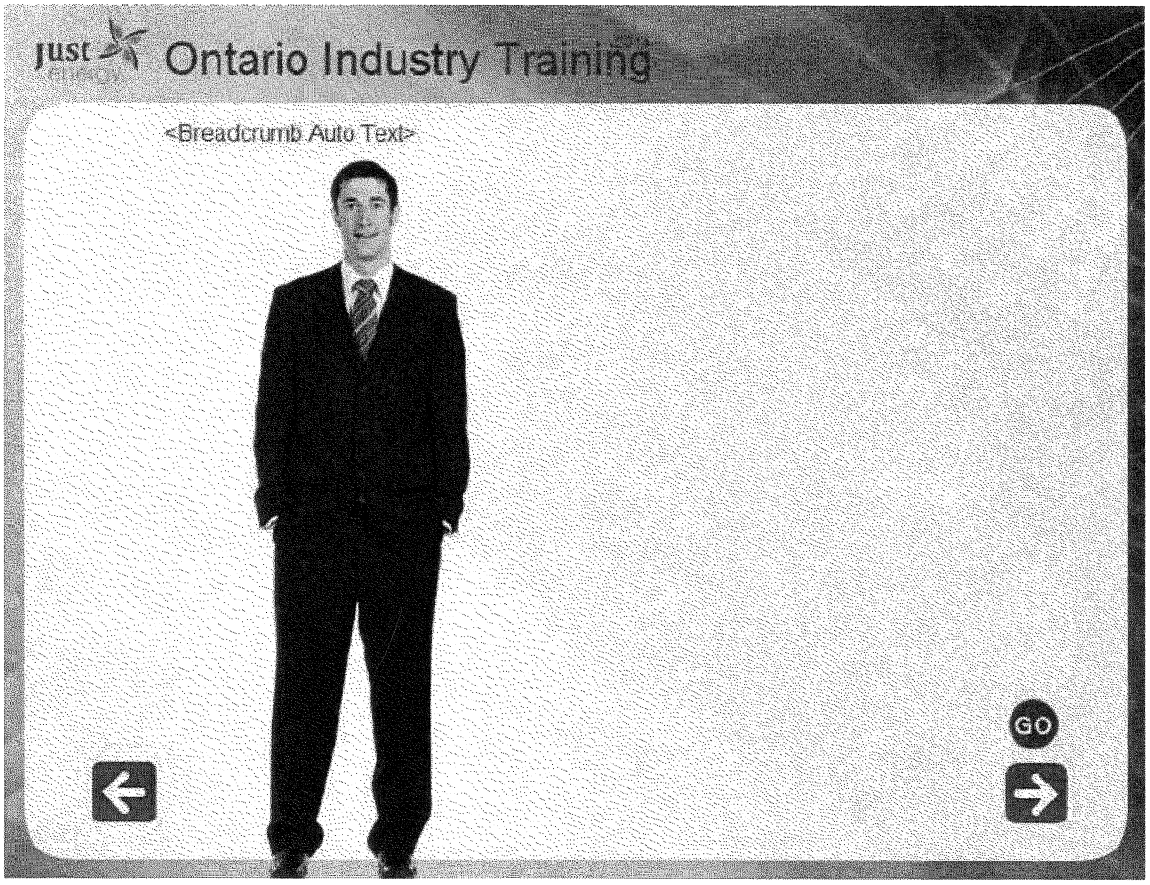
Slide 176 - Slide 176



Commentary

In all cases the marketer or retailer must process the cancellation within 10 days of notification from the customer

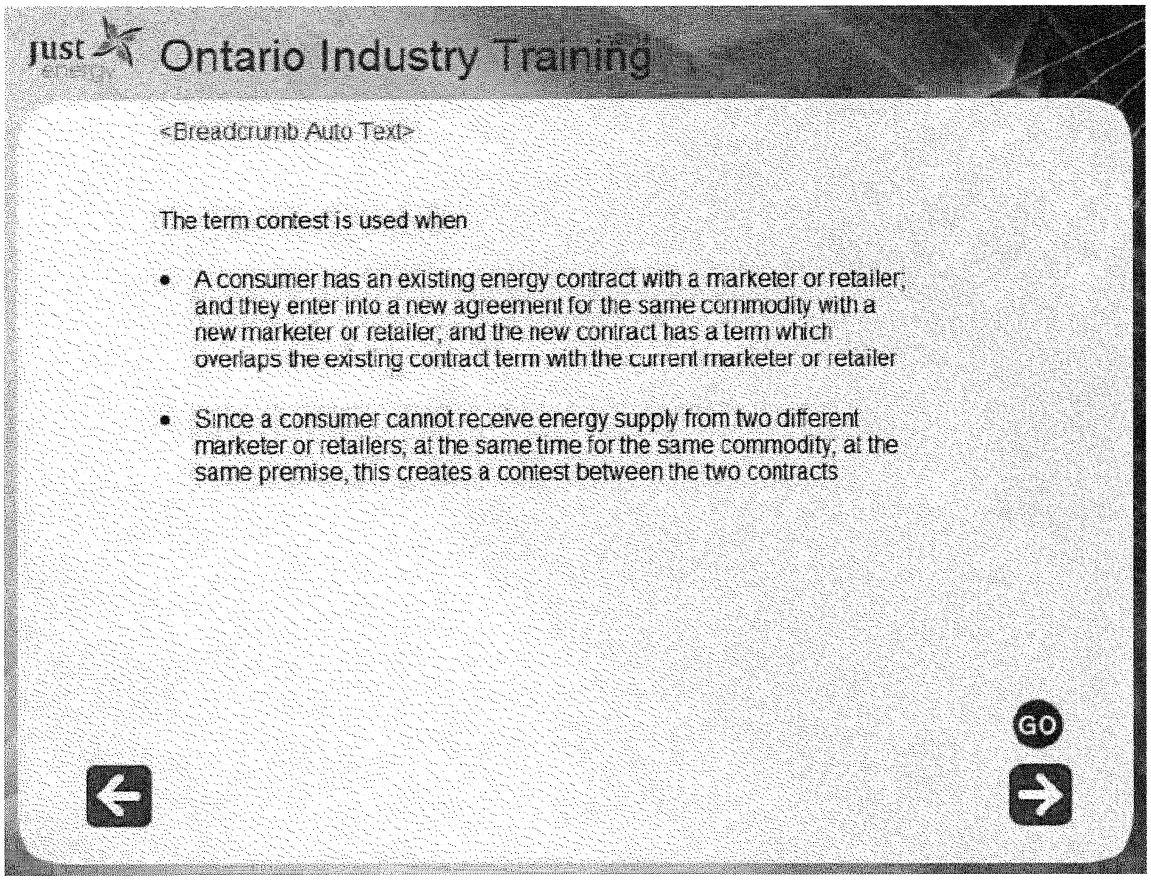
Slide 177 - Slide 177



Commentary

Contest Rules; in this section, we will look at the meaning of the term "Contest" and the rules associated with it.

Slide 178 - Slide 178



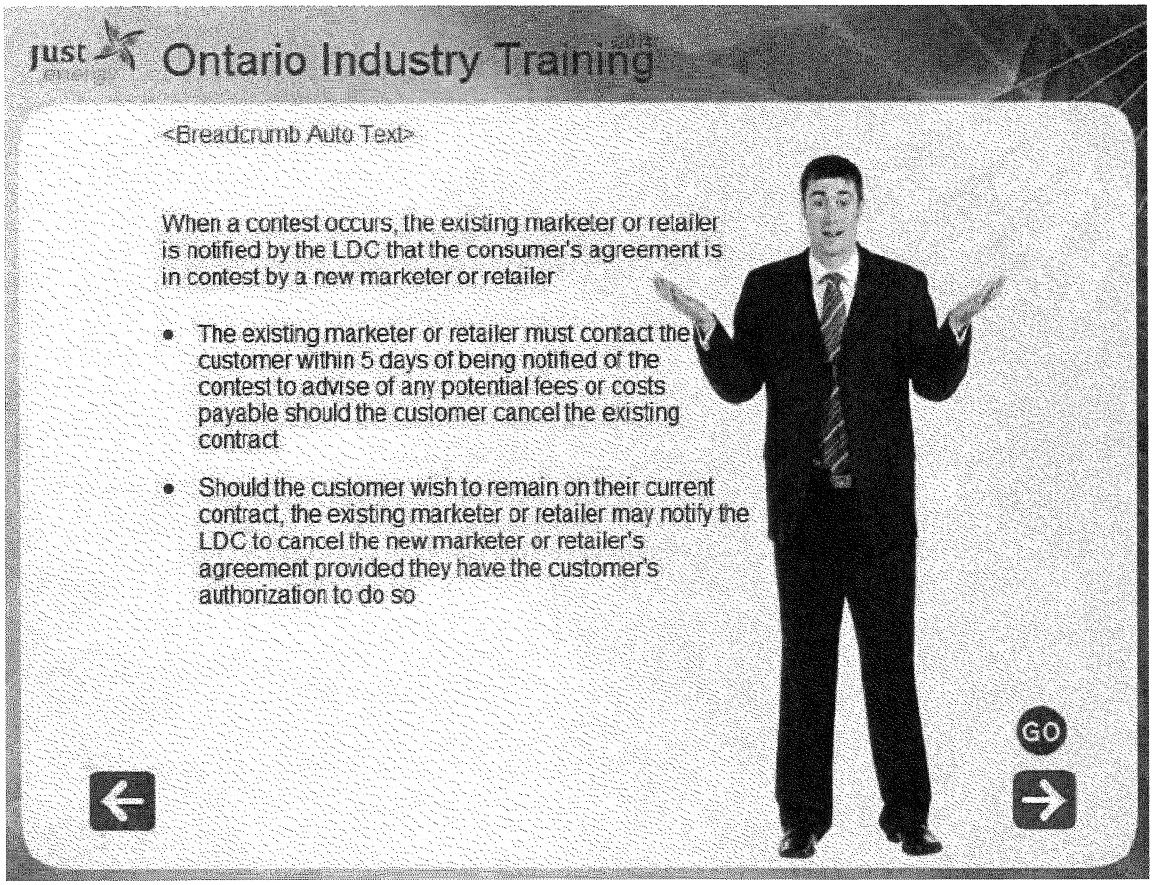
Commentary

The term contest is used when;

A consumer has an existing energy contract with a marketer or retailer; and they enter into a new agreement for the same commodity with a new marketer or retailer; and the new contract has a term which overlaps the existing contract term with the current marketer or retailer.

Since a customer cannot receive energy supply from two different marketer or retailers; at the same time for the same commodity; at the same premise; this creates a contest between the two contracts.

Slide 179 - Slide 179



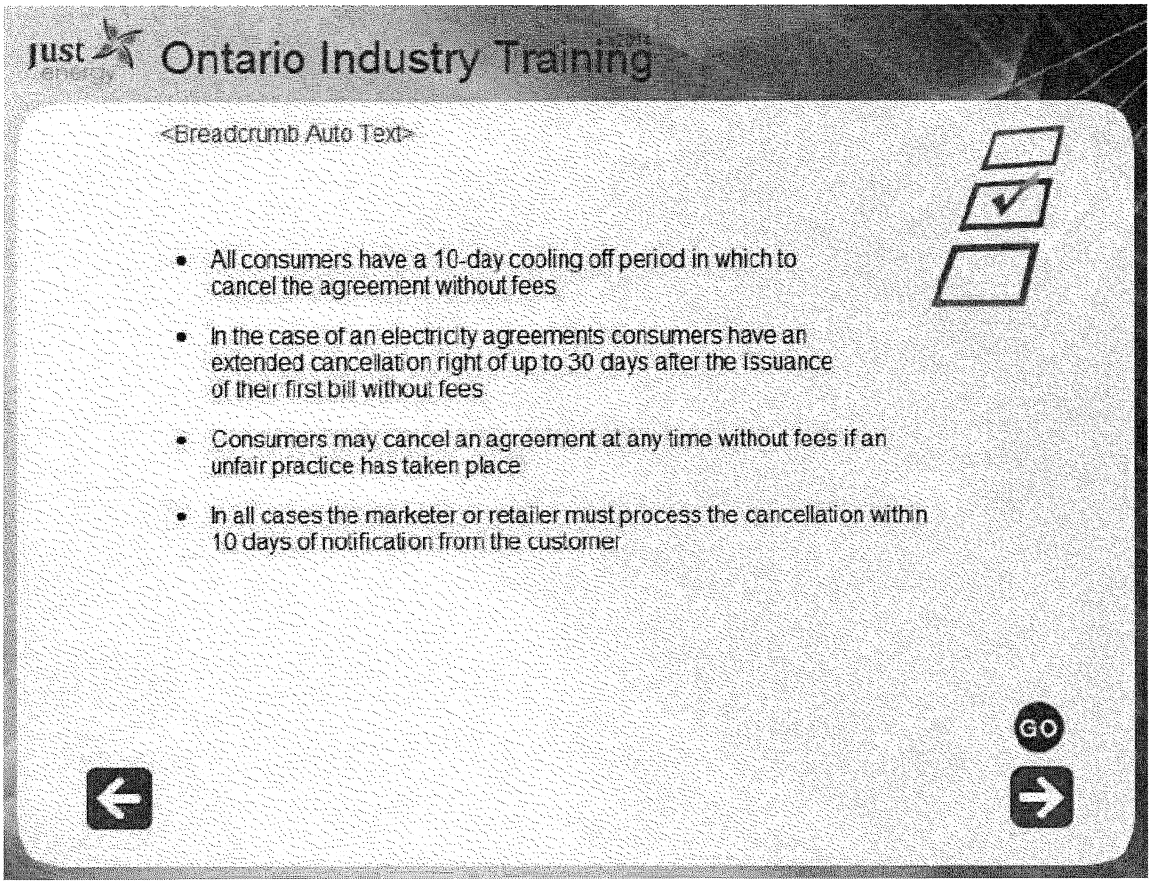
Commentary

When a contest occurs, the existing marketer or retailer is notified by the LDC that the consumer's agreement is in contest by a new marketer or retailer.

The existing marketer or retailer must contact the customer within 5 days of being notified of the contest to advise of any potential fees or costs payable should the customer cancel the existing contract.

Should the customer wish to remain on their current contract, the existing marketer or retailer may notify the LDC to cancel the new marketer or retailer's agreement provided they have the customer's authorization to do so?

Slide 180 - Slide 180



Commentary

Now, let's review;

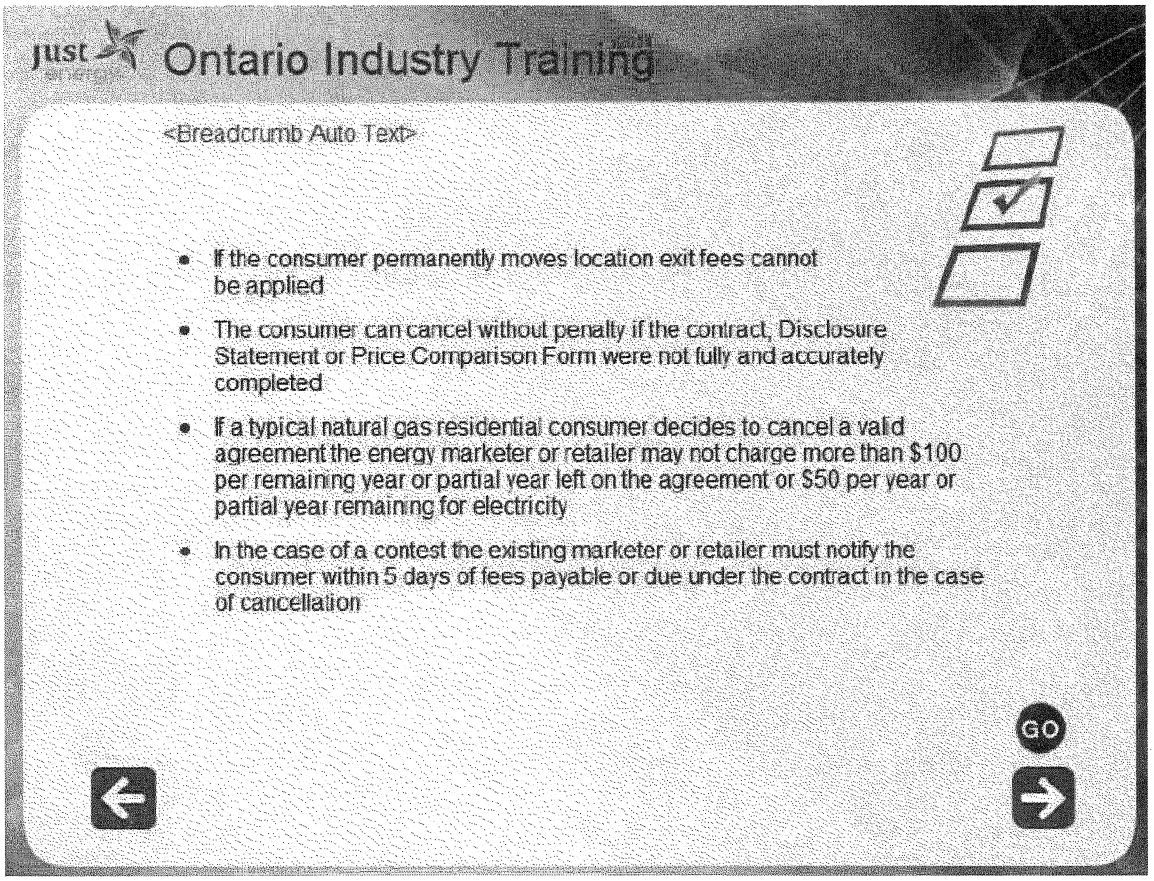
All customers have a 10-day cooling off period in which to cancel the agreement without fees;

In the case of an electricity agreements customers have an extended cancellation right of up to 30 days after the issuance of their first bill without fees;

Consumers may cancel an agreement at any time without fees if an unfair practice has taken place;

In all cases the marketer or retailer must process the cancellation within 10 days of notification from the customer.

Slide 181 - Slide 181



Commentary

If the consumer permanently moves location exit fees cannot be applied;

The consumer can cancel without penalty if the contract, Disclosure Statement or Price Comparison Form were not fully and accurately completed;

If a typical natural gas residential consumer decides to cancel a valid agreement the energy marketer or retailer may not charge more than $100 per remaining year left on the agreement or $50 for year remaining for electricity;

In the case of a contest the existing marketer or retailer must notify the consumer within 5 days of fees payable or due under the contract in the case of cancellation.

Slide 182 - Slide 182

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 183 - Slide 183

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 184 - Slide 184

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 185 - Slide 185

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 186 - Slide 186

Quiz Slide for LMS Users

http://websp/CS/LD/WorkInProgressDocs/Canada/Ontario/Ontario%20Industry%20Training%20(OEB)/Assessment/Ontario%20Industry%20Learning%20Module%20(OEB)%20Assessment%20[Answer%20key].docx

Commentary

Slide 187 - Slide 187

Commentary

Today you have covered the rules, OEB regulations and legislation that govern the sales and marketing of our products to consumers; We trust that you will use this knowledge in Just Energy's goal to continuously improve and strengthen its business in all aspects. We encourage you to ask questions you may have to the manager you report to.

Slide 189 - Slide 189

Commentary

Enjoy the rest of your day.

Commentary

Please stop here and complete a section of your quiz

THIS IS EXHIBIT "88" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

T 905.670.4440
F 905.670.9160
info@justenergy.com

OEB Statement of Completion

I _____ certify that _____,
(Please Print - Proctor Full Name) (Please Print- Independent Contractor Full Name)

has successful completed the OEB certification course on _____.
(Date Completed DD- MM – YEAR)

The completion of this course was done in the city of _____, in
(Print City's Name)

_____.

_____ _____
(Signature of Independent Contractor) (Full Date - DD- MM – YEAR)

_____ _____
(Signature of Proctor) (Full Date - DD- MM – YEAR)

The Ontario Market Legal and Regulatory Requirements Acknowledgement Form

I, _____ acknowledge that I will comply with all applicable legal and regulatory requirements when acting for or on behalf of Just Energy.

Signature,

_____

THIS IS EXHIBIT "89" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

ENERGY MADE EASY

Just Energy (JE) and Ontario Energy Board (OEB) Training
Proctor Step By Step

In 2011, the Ontario Energy Board (OEB) initiated a process in which all Independent Contractors (IC) marketing Energy Programs, on behalf of Energy Retailers (such as Just Energy), are subject to an eight (8) module information session outlining key industry information and compliance reminders. The following is an approved guideline to ensure compliance to the Ontario Energy Board (OEB) requirements.

NOTE: All aspects of this process must be followed in full. Failure to complete any aspect of this process will result in an Independent Contactor (IC) being ineligible to market on behalf of Just Energy.

Day 1 – Just Energy Module (2) OEB Module (8) and OEB Test.

1.1. The New Prospective Independent Contractors (IC) will:

a) Arrive at the Regional Office.
b) Sign In.
c) Attend Regional Office Orientation Room.
d) Complete Independent Contractor Agreement (ICA).

1.2. The Regional Distributor (or designate) will:

a) Collect all Independent Contractor Agreements (ICA) and:
b) Confirm they have been completed.

NOTE: Independent Contractor Agreements (ICA) are kept on site and uploaded to the Extranet once all new applicants' complete the Ontario Energy Board (OEB) Module Orientation Process.

1.3 The Regional Distributor (or designate) provides New Prospective Independent Contractors (IC) with:

a) All Just Energy approved Orientation Material.

1.4 The Regional Distributor (or designate) and New Prospective Independent Contractors (IC) will complete the following two (2) Just Energy Orientation Modules:

1) Your Opportunity at Just Energy (The Company).
2) Energy Explained (The Product)

1.5 The Regional Distributor will introduce the Regional Office Proctor.

1.6 The Office Proctor **MUST**:

a. Explain their role as someone who will oversee the Industry Portion of the OEB Modules and corresponding OEB Test.
b. Play each OEB Module in order.

1. Players in the Energy Sector
2. Electricity
3. Natural Gas
4. Your Role as a Salesperson or Verification Representative
5. Executing an Agreement
6. Verification
7. Renewals and Amendments
8. Consumer Cancellation Rights

c. Hand out each OEB Module Test after every Module has been played and viewed by the new applicants.
d. **Ensure ALL training material; especially the Participant Guide is removed PRIOR to applicants completing the testing process.**
e. Ensure that the applicant properly completes the OEB Test; ensuring that the Applicant's Name is reflected on every page.

NOTE: The Office Proctors cannot benefit by the on-boarding of a new applicant; i.e. bonus, incentive, etc

NOTE: The Office Proctors will be allowed to go over a Just Energy approved Module Summary prior to the writing of the Module Test. The summary **must** also be removed during the writing of the OEB Test.

NOTE: During the playing of the following OEB Module, the Office Proctor should be grading the preceding portion of the test.

NOTE: The Office Proctor cannot answer any questions while the OEB Modules are being played or while the OEB Test is being completed.

1.7 At the completion of the eight (8) OEB Modules and corresponding OEB Test, the Office Proctor will:

a) Complete grading the OEB Test and forward the results to the Office Administrator and/or Office Recruiter, so that the New Prospective Independent Contractors' (IC) ICA and OEB Tests can be entered onto the Extranet.
b) Ensure and state that they have reviewed each individual's identification which must consist of valid government issued photo identification; i.e. driver's license, passport, health card, etc

NOTE: The Office Proctor can also use the copies of identification, provided prior for the ICA, as proof of identification.

c) Ensure that the OEB Testing process is fully complete and done fairly.
d) **Be present for the entire process of the OEB Modules and Test**. This includes the writing of the actual OEB Test by the new applicants; as well as the viewing of the OEB Modules.

NOTE: Proctors **MUST** remain in the Training Room during the testing process and ensure that no one is copying, providing answers, using notes, cheating, and upholding the integrity of the testing process.

NOTE: An applicant **MUST** score higher than **80%** overall (across all modules) in order to proceed further on in the orientation process.

NOTE: All new applicants are permitted to write the OEB Module Test twice (2). If an applicant does not pass the first time, they will have to return to the Regional Office earlier on Day Two; and complete the OEB Module Test process for a second time, prior to continuing on with the orientation.

1.8 The Regional Distributor (or designate) and New Prospective Independent Contractors (IC) will complete the following one (1) Just Energy Orientation Modules:

1) Commissions, Incentives, and Reward

1.9 The Office Proctor shall:

1) Advise all New Prospective Independent Contractors what time to attend the Regional Office for Day Two of Orientation. These times will vary depending on whether they passed or failed the OEB Test completed on Day One.
2) Advise all New Prospective Independent Contractors to Dress Appropriately for the following day.
3) Upload the Complete Contractor Package to the Extranet to begin the Badging and Background Check process (please see Regional Office Manual for further details on extranet uploading).

NOTE: Both **PASSED** and **FAILED** OEB Tests are uploaded.

2.0 End of Day One Orientation.

Day 2 – OEB Module (8) and OEB Test (if Failed on Day One)
JE Module (3) (if Passed OEB Test on Day One)

2.1 All New Prospective Independent Contractors who **FAILED** the OEB Test shall:

a) Arrive early to go through the process a second and final time. The same process outlined during Day One, with respect to the OEB Module Process is to be adhered to for Day Two (Step 1.6).
b) If the New Prospective Independent Contractor (IC) **FAILS** the second time, they will not be permitted to market on behalf of Just Energy, as per OEB Regulations.
c) If the New Prospective Independent Contractor (IC) has **PASSED** the OEB Test on their second attempt, their ICA is to be immediately entered into the Extranet so that the Badging and Background Check process can begin (refer to Regional Office Manual). These New Prospective Independent Contractors (IC) may also continue on in the orientation process (Step 2.2).

2.2 All New Prospective Independent Contractors who **PASSED** the OEB Module Process shall:

a) Arrive later in the day for Day Two of Just Energy's Orientation.
b) Convene in the Regional Office Training/Meeting room.

2.3 The Regional Distributor (or Designate) will complete the remaining two (2) Just Energy Modules:

4) The Customer Experience
5) The Customer Interaction

2.4 New Prospective Independent Contractors who have completed the Orientation process may complete the following two (2) advanced training activities:

a) Role Playing and Presentation Review (time permitting)
b) Field Shadowing with experienced Independent Contractors (time permitting)

2.5 Depart for Day Two and recap meeting times for Day Three.

Day 3 – Role Playing / Field Shadowing

3.1 New Prospective Independent Contractors will attend the Regional Office and:

a) Complete Role Playing exercises.
b) Complete Field Shadowing with experienced ICs.

The completion of these modules is NOT optional; and the step by step process outlined above MUST be adhered to in its entirety. Any deviation from the process stated above will result in progressive discipline (up to termination) of any individual at the Regional Office found to be responsible for circumventing policy and/or being non-compliant.

Please ensure that you are completely familiar with the process outlined above. The exact dates and times in which you go through the OEB module process is completely up to you; however it is imperative that you follow all the aforementioned steps while conducting the orientation process.

Thank you,

Sales Department

THIS IS EXHIBIT "90" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Ontario Industry Training Module
Participant Guide

3190

Table of Contents

Introduction 2
- Learning Objectives 2
- Topics 3

Section 1 - Players in the Energy Sector 4

Section 2 - Electricity 5

Section 3 - Natural Gas 6

Section 4 - Your Role as a Salesperson or Verification Representative 8
- Fair Marketing Practice 8
- Business Card and ID Badge Requirements 9
- Unfair Practices 10
- Privacy 12
- Fraud, Impersonation and Forgery 13
- No Solicitation 13
- Vulnerable Consumers 14

Section 5 - Executing an Agreement 15
- Agreement Authorization 16
- Agreement Requirements 17

Section 6 – Verification 18
- The Verification 18
- Verification Agent Responsibilities 19

Section 7 - Renewals and Amendments 20
- Ontario Regulations Outline Rules 20
- Automatic Renewal 20
- Renewal Cancellation Rights 21

Section 8 - Consumer Cancellation Rights 22

JE00003044_0001.pdf_2

Introduction

Introduction

Just Energy has made every effort to bring to you all the information you need in order to comply with the Ontario Energy Board code of conduct, rules and regulations and other applicable legislation to market our products in Ontario.

On behalf of Just Energy, we thank you for your participation.

Retailer Marketer

Just Energy is a natural gas marketer and electricity retailer. We offer customers a choice of products such as fixed pricing and variable pricing under long term agreements. By fixing the price of natural gas or electricity under protected program agreements for a period of up to five years, Just Energy customers offset their exposure to changes in the price of these essential commodities

Green Energy

Just Energy is proud to be a green energy company offering products such as JustGreen electricity and JustGreen Gas for natural gas. With these products customers can make a positive difference in offsetting carbon emissions that would otherwise contribute to global warming and poorer air quality. Customers have the ability to off-set up to 100% of the harmful greenhouse gas emissions produced by their household.

Learning Objectives

At the end of this training module you will be able to:

1. Identify the key players in the energy sector
2. Define the commodity and market structure
3. How pricing and billing work and the benefits of deregulation
4. Respond appropriately by altering behaviour to constitute a fair practice when interacting with customers
5. Apply the practices outlined by the OEB when marketing

3192

Topics

1. Players in the Energy Sector
2. Electricity
3. Natural Gas
4. Your Role as a Salesperson or Verification Representative
5. Executing an agreement; including the new disclosure Statement and Price Comparison Form
6. Verification
7. Agreement Renewals and Amendments
8. Consumer Cancellation Rights and our role during a Contest

The Participant Guide

This participant guide is designed to be used as supplemental information. It should be used with the presentation you are about to see. Feel free to take down your notes or questions. Close this participant guide each time you are prompted with a quiz.

JE00003044_0001.pdf_4

Section 1 - Players in the Energy Sector

Introduction

The energy industry is the totality of all of the industries involved and listed below.

The Government of Ontario sets the legal and policy framework that governs the energy sector in the province through the Ministry of Energy.

The OEB implements and oversees the regulatory framework established by the Ontario Government.

The Ontario Power Authority agency is responsible for ensuring an adequate, long term supply of electricity in Ontario.

OPG generates about 60 percent of Ontario's electricity at its hydroelectric, nuclear and fossil fuel stations.

The Independent Electricity System Operator or IESO acts as system controller of Ontario's power system and ensures reliable supply of electricity is available. The IESO also sets the spot market price.

There are approximately 73 licensed electricity distributors; and five natural gas distributors in Ontario. The major ones being Enbridge Gas Distribution, and Union Gas.

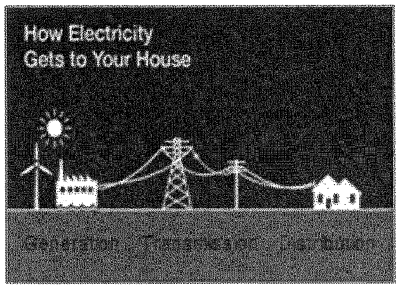
In addition there are 2 municipally owned gas utilities: the City of Kitchener and Utilities Kingston.

Please close this book now.

Section 2 - Electricity

Introduction

In this section you will learn how electricity flows to customers and the options customers have for buying electricity. You will also discover the important role you will play in this process.



The channel of electricity is from the plants that generate, transmission, these are the power lines that deliver and distribution, the smaller wires owned by the LDC and carried to homes

The unit that electricity customers are billed by is based on kilowatt hours
As demand for electricity increases, higher offers are accepted from generators, raising the spot price
Electricity is consumed as it is produced, it must reach areas of demand quickly and is carried over distribution wires to homes
The Market Opening is also referred to as Deregulation
The electricity market in Ontario was opened up to competition by the provincial government on May 1st, 2002
Residential and low volume commercial customers have two options for electricity supply
RPP or electricity retailer: RPP stands for Regulated Price Plan and the forecast price changes take effect May 1 and November 1 each year
RPP is based on estimation of costs paid to generators for power consumed
If a consumer signs with Just Energy then they leave the RPP and any variance is settled with a final 'one time' charge or credit
All customers on the two-tier RPP are being switched to smart meters and time of use rates. The vast majority of Ontario electricity users pay time-of-use prices

Time of use pricing results in the customer paying less for hydro in off-peak periods
Electricity commodity charge is the charge for the electricity you use, which you buy either from your LDC or through an electricity retailer
The Delivery charge makes up the Distribution and transmission costs, which is approved by the OEB
If customers pay the RPP the Global Adjustment is included
Customers who sign with a retailer or marketer will see this charge on a separate line item

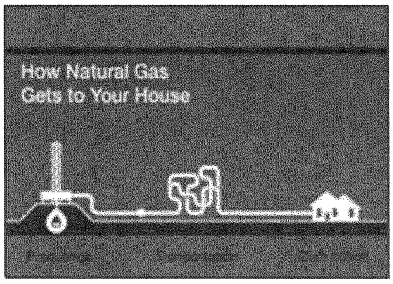
Please close this book now.

Section 3 - Natural Gas

Introduction

In this section you will learn how natural gas flows to customers and the options customers have for buying natural gas. You will also discover the important role you will play in this process.

The flow of natural gas is from the producers, via the Transmission companies to Local utilities, then to homes



In 1986 natural gas market deregulated in Ontario

Natural gas is colourless and odorless

Natural gas is an energy source that can be stored

Non-municipal LDCs review gas prices quarterly

Natural gas commodity charge is a charge for the gas a consumer uses, which they purchase either through their LDC or a natural gas marketer like Just Energy

Natural gas supply adjustment represents a gas supply surcharge or credit if forecasts by the LDC for prices in the previous quarter were incorrect

The Delivery charge includes the cost to deliver the natural gas to the home or business

The Customer Charge is for administration of your natural gas account. It is a fixed charge approved by the OEB

The Transportation Charge includes the cost of transporting the natural gas from Western Canada and the United States to Ontario

Please close this book now.

Section 4 - Your Role as a Salesperson or Verification Representative

Introduction

In this section we will discuss the OEB Code of Conduct for energy retailers and marketers and focus on the parts that impact your day to day activities as a salesperson.

Fair Marketing Practice

The Code of Conduct in Ontario states that energy salespeople must:

- Give a business card to the consumer as soon as you introduce yourself
- Immediately and truthfully give your name and the company name to the consumer, and state that the company is offering an agreement for the supply of natural gas or electricity and is not the consumers distributor, and not associated with the OEB or the Government
- State the price to be paid per unit under the agreement and state the term of the agreement. Show the customer the agreement
- Not exert pressure on a consumer
- Allow the consumer sufficient opportunity to read all documents provided
- Sales people must provide copies of all marketing materials to customers used during the sales presentation if requested
- All marketing material and statements made must be truthful, factual and current, and not mislead the customer
- Not make any offer or provide any promotional material to a consumer that is inconsistent with the agreement being offered to, or entered into with the consumer
- Not make representation, statement, give answer or take any measure that is false or is likely to mislead a consumer
- Display your ID badge: it must be worn on your outer clothing and be visible to consumers at all times

Business Card and ID Badge Requirements

Business Card	
1. Supplier OEB License Number 2. Supplier Name and Address 3. Salesperson's Name 4. Supplier toll-free telephone number 5. Supplier website address	
ID Badge	
1. Salesperson is acting on behalf of the supplier, and is not a representative of the consumer's LDC, or associated with the OEB or Government 2. Display the supplier's Name 3. ID Number 4. Photo ID not more than 2 years old 5. Salesperson's Name and Title 6. Expiry Date not more than 2 years after its issuance date The ID badge must at all times be facing the consumer	

Unfair Practices

The following acts or omissions of an electricity retailer or natural gas marketer are considered unfair practices with respect to the consumer.

1. Making any false, misleading or deceptive statement to the consumer, including but not limited to a false, misleading or deceptive statement relating to the following;

   The terms and conditions of any contract: for example stating there is no cancellation rights when there are

   The quality or other characteristics of any electricity or gas provided by any electricity retailers or gas marketer: for example stating that electricity is "green" energy when it's not

   The status of any marketer and retailer of electricity or gas or the business relationship, affiliation or connection between any electricity retailer or gas marketer and any other person; for example, stating that we're affiliated with the local distribution company when we're not

   The amount of or the method of calculating the agreement price, any component of the agreement price, or any other additional energy charges to the contract price

   The difference in agreement prices or additional energy charges by a different marketer or retailer or energy distributors: for example, stating the agreement price includes the local distribution delivery costs/all-inclusive price when it doesn't

   Price, financial advantage, cost savings or amount of cost savings the consumer may experience from entering into the agreement from the marketer or retailer, instead of another marketer or retailer or the LDC. For example: promising the customer that they can save money by signing on our agreement, when we cannot guarantee this will happen

   The period of time during which a consumer may enter into an agreement for the provision of electricity or gas at a specified price: for example, advising the consumer that the offer is only available to them at that time and that they must sign the contract to secure the price that day

   The consequences if the consumer does not enter into or verify an agreement with the electricity retailer or gas marketer: for example, telling the consumer that if he or she does not sign up, the supply of gas to his or her home will be disconnected, which is untrue

   Consumers' rights under the Energy consumer protection act, Regulations or OEB Code: for example, telling the consumer he or she does not have a 10-day cooling off period, when there is one

Continued on next page

Unfair Practices, Continued

2. Taking an unconscionable action with respect to the consumer

   If you know or ought to know that the consumer is not able to protect his/her own interest or pressured into signing an agreement: for example, if you take advantage of a consumer such as; where the consumer has a comprehension/language barrier; where a consumer is elderly and does not clearly understand the offer being made; or where someone is disabled or mentally challenged or telling a consumer that they need to sign now

3. Failing to disclose information about the products, services, or business of an electricity retailer or natural gas marketer, if; the failure misleads the consumer in any way to influence his or her decision to enter into; verify; agree to amend; renew; extend the term of, or cancel an agreement with a marketer or retailer

4. Additional Energy Charges: Failing to make clear that the consumer will pay additional energy charges if the consumer enters into a contract with Just Energy; that the charges are not included in the agreement price; or, that those additional energy charges are included in the price charged by the LDC

5. In Person Sales

   Failure to prominently display your ID Badge; or, offer the consumer your business card before beginning any discussion; or, failure to provide the consumer with a text-based copy of any document on request

6. In Person sales

   When executing an agreement with a consumer; failure to give the consumer a text-based copy of the agreement; disclosure statements; price comparison statement, before the consumer enters into the agreement; or failure to provide the signed documents to the consumer immediately after the consumer has entered into the agreement or failure to give the customer a copy of any document you show the customer, if they request it

Continued on next page

Unfair Practices, Continued

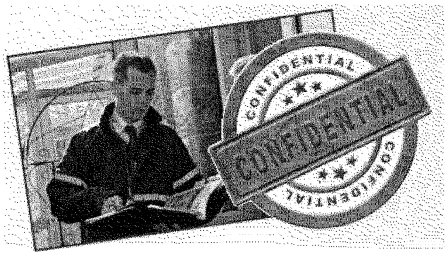
7

Authorized Persons.

Entering, verifying, amending, renewing or extending an agreement with a person other than the account holder or the account holder's agent in respect of the service address

Privacy

Companies who collect personal information must have a standard policy for protecting this information. As a salesperson you are responsible for keeping customer information safe.



The information you collect are personal and should be treated carefully.

1. Be prepared to inform customers why we require the personal information; for example, to complete their enrollment in our program
2. Never disclose customer information to anyone (including showing others their bills or applications
3. Do not use the customer's information for anything other than the application
4. Do not keep copies of customer information any longer than is necessary; return all incomplete agreements and any bills to your office

Fraud, Impersonation and Forgery

Any person who is found to have committed fraud, impersonation or forgery will be terminated and criminal charges may be laid.

Fraud Definition

Anyone who, by deceit, falsehood or other fraudulent means, whether or not it is a false pretense within the meaning of the Canadian Criminal Code, defrauds the public or any person, whether ascertained or not, of any property, money or valuable security or any service

Impersonation Definition

Anyone who fraudulently impersonates any person, living or dead, with the intent to gain advantage for himself or herself or another person

Forgery Definition

The creation of a false document, knowing it to be false, with intent

No Solicitation

When selling door-to-door; You should not approach properties with Non-Solicitation signs, such as; Do Not Solicit; No Soliciting; No Salespeople; No Trespassing

If you do speak with a customer who has a No Soliciting sign that you did not see:

1. Apologize to the customer for the error
2. Do not pursue your sales presentation
3. Record the address and submit to your supervisor so the company can update the information on our do not solicit list
4. Close the conversation with a simple customer friendly statement, such as, Good evening

Vulnerable Consumers

Individuals With Whom Door to Door Agents Should Exercise Diligence When Selling to the following people:

Seniors. Elderly over the age of 70. Provide seniors with information to review or have seniors repeat the offer and their understanding

Language Barriers. Anyone who is not able to communicate effectively in English

Minors (under the age of 18). Agents are not permitted by law to sign up minors under any circumstances

Always ensure you are speaking to an authorized individual before proceeding with your sales presentation

Regulations governing the Energy Sector in Ontario are: the OEB Code of Conduct, the Energy Consumer Protection Act and privacy act

The OEB is responsible for: Setting rules for the energy industry, Handling customer concerns and licensing utilities and energy marketer or retailer

The OEB Code of Conduct states that energy salespeople must comply with fair marketing practices including: Providing a business card as soon as they introduce themselves to the consumer, and not exerting pressure on a consumer

The ID badge that a salesperson wears must be visible at all times to the consumer.

It is considered an unfair practice under the law to make any false, misleading, or deceptive statement to a consumer

Enrolling a customer under false pretenses, acting as the customer during the verification call, and signing the customer's name on the agreement are all examples of fraud or forgery

You should not approach a home or business that has a Do Not Solicit sign posted

Salespeople should not attempt to sell services to a person with a language barrier or where the salesperson ought to know that the consumer does not understand the sale being offered

In terms of customer's privacy, salesperson responsibilities include keeping the customer's information safe, and not sharing or keeping customer information.

Please close this book now.

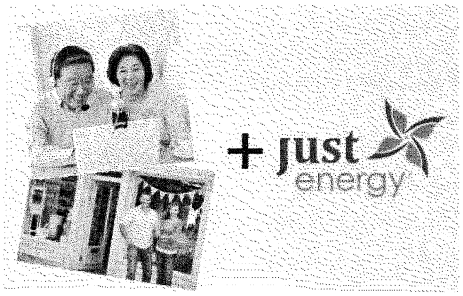
Section 5 - Executing an Agreement

Agreement Authorization

We will look at the components of an Agreement and the process of completing the Agreement. An agreement is made between the customer and the natural gas marketer or the electricity retailer to complete the sale. Whether this agreement is for a new agreement or for renewal/Amendments of an existing agreement, the agreement must be authorized by a valid signing authority.

Residential agreements:

- Account holder
- Spouse
- Common law Spouse

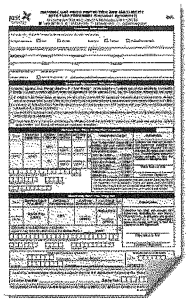


Commercial agreements:

- Business owner
- Representative with authority

3206

Agreement Requirements

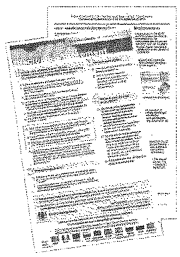


The following information must be completed by you in order for an agreement to be valid:

- Customer's printed name
- Customer's signature
- Agent's Name
- Agent's Signature
- Customer's Service Address
- Customer's Mailing Address, if different from Service Address; Account Holders name
- Agreement Sign date

The agreement must contain: The Price and Term; an Acknowledgement Statement, that the consumer has received a text based copy of the agreement, signed and dated by the consumer.

In addition the agreement must be accompanied by a Disclosure Statement which must be signed by the consumer; and a Price Comparison statement which must be signed; and the agreement must be subsequently verified by phone.



- An agreement with a consumer must be accompanied by a disclosure statement and a price comparison form, and all documents must be signed by an authorized account holder
- The OEB approved disclosure statement must not be altered
- The disclosure statement and price comparison form is required whether it is a new contract or the renewal of an existing contract
- Price comparison forms are designed to Compare the LDC and energy marketer or retailer prices. All new agreements must be verified by phone

Please close this book now.

Section 6 – Verification

The Verification process ensures that the consumer understands the details of the agreement by confirming some details.

Both the Regulation under the ECPA and section 4 of the OEB Code of Conduct outline the Verification requirements. In summary:

- All door-to-door energy marketer or retailer agreements need to be verified by the consumer before the transfer request to the new marketer or retailer is sent to the LDC
- The verification must be completed between the the 10th day and 45th day after the consumer is left with a text-based copy of the agreement
- Verification can only be done by telephone on a recorded call.
- By a person who is not compensated for the outcome of the Verification result
- Use the OEB standard verification script.
- The script must be read verbatim
- The account holder, spouse and common law or agent of the account holder can complete the Verification
- Cannot subsequently contact the consumer again to verify that agreement thereafter.

The Verification

Confirming the following

- That the call is being recorded
- They have the right to obtain a copy of the verification call recording within 10 days from requesting a copy
- Need to confirm they have received a copy of the agreement Disclosure Statement, and Price Comparison Form
- The price and term of the agreement, and that they wish to continue with the agreement
- Entering into the agreement is voluntary and any customer cancellation rights
- Savings are not guaranteed
- By entering into the agreement the marketer or retailer will be your new marketer or retailer for the commodity

Verification Agent Responsibilities

On the Call

Both the OEB Codes of Conduct and the Energy Consumers protection act Regulation set out your responsibilities in completing the Verification Call, which are as follows:

- Only use the applicable script approved for that purpose by the OEB
- Do not deviate from the applicable Board-approved script except
- To provide a factual answer to a question from the consumer
- To provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative
- When required to terminate the call

- The verification must be completed before the enrolment transfer request is sent to the LDC
- The account holder, their agent, their spouse, or their common law spouse can complete the verification on behalf of the customer
- The script for the verification call is standard for all Ontario energy marketers or retailers
- The verification agent can only deviate from the applicable OEB approved script to provide a factual answer from the consumer and when required must terminate the call
- Verification agents are not allowed to - Make a statement of a promotional nature; Ignore statements that suggest an unfair practice has occurred; Deviate from the script in certain circumstances.

Please close this book now.

Section 7 - Renewals and Amendments

Ontario Regulations Outline Rules

We will review the process involved when renewing or extending a consumer agreement. Ontario Regulations outline the rules for the renewal or Amendments of an existing agreement. The following rules apply for renewal or Amendments packages sent to small volume consumers.

- Prior to the expiry of an existing agreement a marketer or retailer must provide renewal information to a customer if the marketer or retailer wishes to offer the customer an option to renew their agreement
- The marketer or retailer needs to send the renewal package to the customer between 120 and 60 days before the expiry of the current agreement
- The Package will include: proposed agreement, 2 copies each of the disclosure statement, price comparison form and renewal form
- The new term and pricing as well as changes to comply with applicable laws are the only changes allowed for the renewal of an agreement

Automatic Renewal

In the case of electricity agreements a marketer or retailer is not allowed to offer an automatic renewal, however a natural gas agreement may be automatically renewed in accordance with the following conditions:

- Maximum term for automatic renewal is one year
- The renewal price may not be higher than the price of the current agreement
- Customer or marketer can cancel the renewed gas agreement anytime without penalty
- Agreement may only be automatically renewed once only and for a term of up to 1 year

Renewal Cancellation Rights

The customer cancellation rights are different in the case of an agreement renewal. The consumer may notify us within 14 days after accepting the renewal agreement. Can be provided by phone or in writing. If by phone the Marketer is required to send written confirmation of the cancellation to the customer. Following the receipt of the renewal package, if the consumer notifies Just Energy that they do not wish to renew or extend an agreement, whether as part of a renewal call or by separate notice, Just Energy cannot contact the customer for the purpose of obtaining the renewal of that agreement.

Renewal packages sent to customers

Must include the proposed agreement, Disclosure Statement, Price Comparison Form and Renewal Form, including Just Energy's toll free number

Customers will receive the renewal package between 120 and 60 days before their current agreement expires

In the case of a natural gas agreement, it will be automatically renewed if the customer does not notify just energy otherwise

There are no automatic renewals for electricity

Verification agents should follow the renewal script

The new term and pricing are the only changes allowed for the renewal of an agreement

Please close this book now.

Section 8 - Consumer Cancellation Rights

In this section we will look at the consumer rights as it pertains to cancellation and the rules surrounding cancellation of the agreement with Just Energy. In the event a consumer wishes to cancel their agreement with Just Energy early termination fees may not be applied in the following cases.

10-Day Cooling Off Period;

Within 10 days from being left with a copy of the text-based agreement, the disclosure statement, and price comparison form

Verification Call: consumer advises they do not wish to proceed with the agreement

Consumer cannot/does not verify that the agreement

Disclosure Statement or Price Comparison documents were left

The verification agent identifies or has reason to believe that an unfair practice has occurred during the sales process

In the case of Electricity agreements, 30-Days after receiving their first bill under the agreement

In the case of customer Moves. If the consumer permanently moves to another location

Where the consumer is currently with another Marketer or Retailer

If the consumer's new contract term with Just Energy overlaps with another marketer or retailer's existing contract term, and the consumer subsequently requests cancellation of Just Energy's agreement during the term. That would have been remaining on the original marketer or retailer's contract

Incomplete or non-compliant agreement; if the agreement, disclosure form, or the price comparison forms were not fully and accurately completed, or were not compliant with the regulations

Unfair Practice: if the Marketer or retailer or anyone acting on behalf of the marketer or retailer engages in unfair practices

In the case of a natural Gas agreement which has been Automatically Renewed

The customer may cancel the renewal at any time without paying exit fees

The marketer or retailer may automatically renew or extend the term of a contract for a period of up to one year

Where a marketer or retailer's agreement provides for the payment of Exit Fees in the case of early agreement termination, the marketer or retailer may not charge a consumer more than the prescribed amounts

For Natural gas agreements, no more than $100 per year or partial year remaining on the agreement if customer's last 12 months consumption is less than 3,500 cubic meters

If the customers consumption is higher than the exit fee can be charged at 5 cents per cubic meter for the expected consumption over the remaining term of the agreement

For electricity agreements, $50 per year or partial year remaining on the agreement term if customers last 12 months consumption is less than 15,000 kWh per year; otherwise 1.5 cents per kWh on expected consumption, for the remaining term

All customers have a 10-day cooling off period in which to cancel the agreement without fees

In the case of an electricity agreements customers have an extended cancellation right of up to 30 days after the issuance of their first bill without fees

Consumers may cancel an agreement at any time without fees if an unfair practice has taken place

In all cases the marketer or retailer must process the cancellation within 10 days of notification from the customer.

If the consumer permanently moves location exit fees cannot be applied

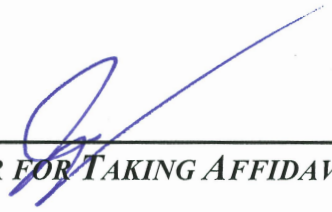
The consumer can cancel without penalty if the contract, Disclosure Statement or Price Comparison Form were not fully and accurately completed

If a typical natural gas residential consumer decides to cancel a valid agreement the energy marketer or retailer may not charge more than $100 per remaining year left on the agreement or $50 for year remaining for electricity

In the case of a contest the existing marketer or retailer must notify the consumer within 5 days of fees payable or due under the contract in the case of cancellation

Please close this book now.

THIS IS EXHIBIT "91" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Ontario Industry Training Assessment Booklet

3216

For Office Use Only:

Name (Please Print):

Date:

Signature:

Confirmation of identification:

Administration Sign Off:

Total: **/50**

Section 1 – Players in the Energy Sector

Time 5 minutes

1. What is the OEB responsible for?

   a. Setting rules and regulations of energy suppliers
   b. Handling consumer complaints about energy
   c. Issuing licenses to energy suppliers
   d. All of the above

2. This energy regulator monitors the energy industry to ensure licensed market participants comply with law, regulations and rules governing the energy sector

   a. Ontario Energy Board
   b. Ministry of Energy
   c. Ontario Power Generation
   d. Ontario Power Authority

3. Approximately how many licensed electricity distributors ("LDCs") are there in Ontario?

   a. 2
   b. 73
   c. 170
   d. 25

4. Who are the two major natural gas distributors in Ontario?

   a. Union Gas and Hydro One
   b. Hydro One and Kingston Gas
   c. Union Gas and Enbridge Gas Distribution
   d. Enbridge Gas distribution and Kingston Gas

Total /4

Section 2 - Electricity

Time 11 minutes

1. Name the unit of measure that electricity consumers are billed based on.

   a. Gigajoules
   b. Meters
   c. Therm
   d. Kilowatt hours

2. Residential and small volume commercial consumers have two options from which to purchase their electricity supply, they are:

   a. The Regulated Price Plan ("RPP") from the LDC and electricity consumers
   b. The RPP and LDC
   c. The LDC and deregulated generators
   d. The RPP offered by LDCs and electricity suppliers

3. What does RPP stand for?

   a. Rate Protected Price
   b. Ready Paid Pricing
   c. Regulated Price Plan
   d. Regulated Pricing Program

4. When does the RPP forecast price changes take effect?

   a. November 1st each year
   b. The 15th of each month
   c. May 1st and November 1st each year
   d. Every 3 months

Continued on next page

Section 2 - Electricity, Continued

5. If a consumer signs an agreement with an electricity supplier, then:

   a. They will leave the RPP
   b. They can never go back to the RPP
   c. Any variance amount is settled with a final „one time" charge or credit
   d. Both a and c

6. An aspect of a smart meter is:

   a. It allows the consumer to know how much electricity they are using at different periods throughout the day
   b. It allows the consumer to know their exact electricity consumption
   c. It prevents a consumer from signing an agreement with an electricity supplier
   d. All of the above

7. Time of use pricing:

   a. Results in the consumer paying less for hydro in peak periods
   b. Results in the consumer paying a flat rate
   c. Results in the consumer paying less for hydro in off-peak periods
   d. All of the above

8. This is the charge for the electricity you use, which you buy either from your local utility or through a licensed electricity supplier.

   a. Delivery charge
   b. Global adjustment
   c. Distribution charge
   d. Electricity commodity charge

Continued on next page

Section 2 - Electricity, Continued

9. What was the global adjustment previously called?

a) Provincial adjustment
b) IESO charge
c) Provincial Benefit
d) RPP

10. Where does the Global Adjustment show on a consumer who is on the RPP bill?

a) If they are purchasing from a supplier, it is included in the commodity charge
b) If they are paying the RPP it is included in the RPP rate
c) If they are being charged time of use rates, it is a separate line item
d) All of the above

Total /10

Section 3: Natural Gas

Time 4 minutes

1. How often do natural gas non-municipal LDCs review gas supply prices?

   a. Quarterly
   b. Every 6 months
   c. Once per year
   d. Whenever the RPP is set

2. This charge is for the gas a consumer uses, which they purchase either through their local utility or a licensed natural gas supplier.

   a) Natural gas commodity charge
   b) Natural gas supply adjustment
   c) Delivery charge
   d) Transportation charge

3. What option does a consumer have if they do not buy their natural gas through a licensed natural gas supplier?

   a) They are forced to buy it through the IESO
   b) They are required to buy it through the LDC
   c) They can choose to buy it from an unlicensed supplier
   d) They can buy it from the OEB

Total /3

3222

Section 4: Your Role as a Salesperson

Time 9 minutes

1. The OEB Codes of Conduct state that energy salespeople must

   a) Provide a business card as soon they introduce themselves to consumers
   b) Not exert pressure on a consumer
   c) Close the sale within one visit
   d) Both a and b

2. The I-D badge that a salesperson wears

   a) Does not have to be visible at all times, just during an introduction
   b) Must be visible at all times to the consumer
   c) Must be worn on inner clothing
   d) Must have the picture of the salesperson covered for privacy reasons

3. Under ECPA regulation 389/10, what action represents an unfair practice?

   a) Making any false, misleading, or deceptive statement to the consumer
   b) Telling a consumer their gas will be cut off if they do not sign an agreement
   c) Telling a consumer they do not have a 10 day cooling off period
   d) All of the above

4. Who can sign a residential energy agreement?

   a) The account holder, their spouse, or their common law spouse
   b) Anyone living at the home where the energy is consumed
   c) A sibling of the account holder
   d) All of the above

Continued on next page

Section 4: Your Role as a Salesperson, Continued

5. Enrolling a consumer under false pretenses, acting as the consumer during the verification call, and signing the consumer's name on the agreement are all:

   a) Acceptable sales practices
   b) Questionable, but allowed sales practices
   c) Examples of fraud or forgery
   d) Are allowed under ECPA regulation 389/10

6. If you speak to a consumer that has a "no soliciting" sign that you did not see you should:

   a) Continue with the sales presentation
   b) Apologize for the error
   c) Attempt to set up another time or place to meet the consumer
   d) Do nothing

7. When speaking to the following people, door to door salespeople should use extra discretion with:

   a) The elderly (over 70), minors, babies
   b) Minors, people who speak English fluently, students
   c) People who have trouble speaking English, minors, the elderly
   d) The account holder's spouse, the account holder, students

8. In terms of consumer's privacy, salesperson responsibilities include:

   a) Keeping the consumer's information safe
   b) Using consumer's information for personal gain
   c) Personally keeping copies of incomplete agreements and any bills
   d) All of the above

Total /8

Section 5 - Executing an Agreement

Time 8 Minutes

1. The following must be completed in order for an agreement to be valid (not an exhaustive list)

   a) Consumer's signature, bank account information, mailing address
   b) Acknowledgement statement – signature, Agent name, Agent signature
   c) Acknowledgement statement – date signed, bank account information
   d) Consumer name, account holder name, credit information

2. When is it appropriate to use a Disclosure Statement?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

3. When is it appropriate to change a Disclosure Statement?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

4. When is it appropriate to use a Price Comparison Form?

   a) Never
   b) In every sales presentation
   c) Only when a consumer requests it to be used
   d) For sales presentations at your office only

Continued on next page

Section 5 - Executing an Agreement, Continued

5. Price Comparison Forms are designed to

a) Mislead the consumer
b) Compare the energy suppliers price to competitor prices
c) Compare the LDC default prices and energy supplier prices
d) All of the above

6. The top section of the Price Comparison Form

a) Should be covered up when the consumer signs the price comparison
b) Estimates the consumer's charges when purchasing through the LDC
c) Explains the difference between hydro and gas rates
d) All of the above

7. Should the Disclosure Statement and Price Comparison Form be signed by the authorized consumer?

a) Signature is not required since this is for information purposes only
b) The Disclosure Statement is the only document that should be signed
c) The Price Comparison Form is the only document that should be signed
d) Both the Disclosure Statement and Price Comparison Form should be signed

Total /7

3226

Section 6 - Verification

Time 6 minutes

1. The Verification call must be completed:

   a) After the enrolment transfer request is sent to the utility
   b) Before the enrolment transfer request is sent to the utility
   c) Before the 10-day cooling off period has expired
   d) Both b and c

2. Who can complete the Verification?

   a) The account holder, their spouse, or their common law spouse
   b) Anyone living at the home where the energy is consumed
   c) A sibling of the account holder
   d) All of the above

3. The script for the Verification call:

   a) Is standard for all Ontario energy suppliers
   b) Is different for all Ontario energy suppliers
   c) Cannot be printed by energy suppliers
   d) Both a and c

Continued on next page

Section 6 - Verification, Continued

4. In the Verification call the following must be confirmed:

   a) That the call is recorded
   b) That the consumer understands savings is not guaranteed
   c) The price and term of the agreement
   d) All of the above

5. When can a Verification agent deviate from the applicable OEB approved verification script?

   a) Never
   b) To provide a factual answer to the low volume consumer
   c) When required to terminate the call
   d) Both b and c

Total /5

Section 7 - Agreement Renewals & Amendments

Time 9 minutes

1. For renewal packages sent to consumers for expiry dates after January 1, 2011:

   a. The package must include a Disclosure Statement
   b. The package must not include a Price Comparison Form
   c. The package must include promotional material
   d. Both a and c

2. When must a supplier send the renewal package to the consumer?

   a. Between 180 and 90 days before the agreement expires
   b. Between 120 and 30 days before the agreement expires
   c. Between 120 and 60 days before the agreement expires
   d. Between 120 and 90 days before the agreement expires

3. The following rules apply to automatic renewals:

   a. Automatic renewals are for electricity only
   b. Automatic renewals are for a 5 year term only
   c. Cancellation penalties apply throughout the term of the automatic renewal
   d. None of the above

4. For agreements expiring after January 1, 2011 what cancellation rights apply for electricity consumers that are renewing their agreement?

   a. Cancellation can be provided over phone, or in writing
   b. The consumer can retract their agreement to renew up to 14 days afterward
   c. The consumer must pay a penalty when cancelling no matter what
   d. Both a and b

Continued on next page

Section 7 - Agreement Renewals & Amendments, Continued

5. When a renewal is confirmed by the consumer, the following requirements apply:

   a. The call shall not be recorded
   b. The applicable OEB approved renewal script statements must be included in the call.
   c. The salesperson shall terminate the call when required, after they attempt rebuttal scripting.
   d. Both b and c

6. If a consumer decides not to renew and notifies the energy supplier after they've received the renewal or extension package.

   a. The energy supplier should ask for renewal again on the phone
   b. The energy supplier should re-send a renewal package
   c. The energy supplier shall not contact the consumer again to attempt to renew that same contract
   d. The consumer must let the supplier know in writing for it to apply

7. When a consumer receives a renewal package via mail, e-mail or the web, the package must contain the following information:

   a. The energy suppliers toll free number
   b. If a gas agreement, that it will be renewed if certain things are not done
   c. Indicates that the consumer will be renewed if they select an option
   d. All of the above

Continued on next page

3230

Section 7 - Agreement Renewals & Amendments, Continued

8. What is the number of days that a consumer can cancel their natural gas or electricity renewal agreement without exit fees?

   a. 10 days
   b. 30 days
   c. 14 days
   d. No possible without paying the exit fee

Total /8

Section 8 - Consumer Cancellation

Time 6 minutes

1. In which situation will the consumer most likely have to pay a cancellation penalty?

   a. When cancelling within the 10-day cooling off period
   b. When declining reaffirmation during the verification call
   c. When they permanently move
   d. When they wish to cancel an agreement after their cancellation period has ended

2. If the agreement, Disclosure Statement, or Price Comparison Form were not fully and accurately completed, and signed:

   a. The consumer can cancel without penalty
   b. The consumer can cancel by telephone only
   c. The salesperson should complete the forms after the sales presentation
   d. All of the above

3. If an electricity consumer decides to cancel and penalties apply, then:

   a. If they use under 15,000 kWh/yr., the fee is capped at $50 per year or partial year left
   b. If they do not pay, they will not be cancelled
   c. The OEA will force them to pay their penalties
   d. Both a and c

4. A contest will occur when a consumer signs with a supplier and:

   a. They have never signed up with another energy supplier
   b. They are already flowing for the same commodity with another supplier
   c. They are already paying the LDC for their commodity
   d. Both a and b

Continued on next page

3232

Section 8 - Consumer Cancellation, Continued

5. The current (existing) energy supplier must do the following when a contest occurs:

   a. Contact the consumer to affirm them
   b. Nothing
   c. Contact the consumer within 5 days to notify them of any exit fees or other amounts owing under the contract.
   d. Both a and c

Total /5

THIS IS EXHIBIT "92" 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: Ravi Maharaj
Sent: Thur 09/01/2014 10:07:19 AM
Importance: Normal
Subject: FW: OEB Test ,Answer Key, Elearning Participant Guide , Proctor Sheet, Acknowledgement form
MAIL_RECEIVED: Thur 09/01/2014 10:07:21 AM
OEB Testing Rubric_v1 1 (2).pdf
Ontario Industry eLearning Participant Guide.pdf
Ontario Market Acknowledgement Form.pdf
Proctor Sign Off Sheet.pdf
OEB eLearning Assessment Booklet_12_13_2011 Test.pdf
OEB eLearning Assessment Booklet_Answer key_12_03_2010.pdf

FYI

Let me know when you have some time to discuss.

Thanks,

From: Vanessa Anesetti-Parra
Sent: Thursday, January 09, 2014 9:59 AM
To: Ravi Maharaj
Subject: FW: OEB Test ,Answer Key, Elearning Participant Guide , Proctor Sheet, Acknowledgement form

Hi Ravi

I spoke with Regulatory this morning regarding this exercise and they do not want CCR involved in this exercise.

I was advised that perhaps L&D (learning and development) should be involved given that they prepared the manuals, however, they don't feel that CCR should be involved.

I recommend you speak with Regulatory and/or Richard and revisit the approach given the above recommendation by Regulatory.

Thank you,

Vanessa Anesetti-Parra
Senior Manager, Compliance & Regulatory Admin.

Ext 73574

From: Ravi Maharaj
Sent: Wednesday, January 08, 2014 4:54 PM
To: Vanessa Anesetti-Parra
Cc: Kajal Ghodiwala
Subject: FW: OEB Test ,Answer Key, Elearning Participant Guide , Proctor Sheet, Acknowledgement form

Hi Vanessa,

Thank you very much for looking into this. I've attached the current test along with some corresponding information.

I think the eventual outcome will be most beneficial for all of us moving forward.

Keep me posted.

Thanks!

From: Nadia Fertile
Sent: Wednesday, January 08, 2014 10:19 AM
To: Ravi Maharaj
Subject: OEB Test ,Answer Key, Elearning Participant Guide , Proctor Sheet, Acknowledgement form

Morning Ravi ☺,

As requested please see attachment of the OEB information for training

Nadia

THIS IS EXHIBIT "93" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

ENERGY MADE EASY

Ontario Industry Training Module
eLearning Participant Guide

This booklet is used as an extension to your eLearning experience.

3239

Table of Contents

Introduction 1
Section 1 - Players in the Energy Sector 2
Section 2 - Electricity 2
Section 3 - Natural Gas 4
Section 4 - Your Role as a Salesperson 5
Section 5 - Executing an Agreement 10
Sample Agreement 12
Sample Disclosure Statement 13
Sample Price Comparison Form 14
Section 6 - Customer Cancellation Rights 15
Section 7 - Verification 16
Sample New Agreement Verification Script 19
Section 8 – Agreement Renewals and Extensions 20
Sample Renewal or Extension Verification Script 22

Introduction

Just Energy, is a supplier of natural gas and electricity. We offer customers a choice of products such as fixed price and variable pricing under long term agreements. By fixing the price of natural gas or electricity under protected program agreements for a period of up to five years, Just Energy customers offset their exposure to changes in the price of these essential commodities.

Just Energy is proud to be a green energy company offering products, such as JustGreen Electricity and JustGreen Gas for natural gas. With these products, customers can make a positive difference in reducing and/or offsetting carbon emissions that would otherwise contribute to global warming and poorer air quality. Customers have the ability to off-set up to 100% of the harmful greenhouse gas emissions produced by their household.

The term supplier will be used throughout this training module to refer to a natural gas marketer and to an electricity retailer. You are here today to learn about the standards we must meet, set by the government and the Ontario Energy Board, also known as the OEB. Our focus will be with respect to small volume consumer sales and service. Small Volume Consumers, or SVC, are defined as residential and small commercial consumers who consume up to 50,000 cubic meters of natural gas or 150,000kWh of electricity per year.

Learning Objectives

At the end of this training module, you will be able to:

1. Identify the key players in the energy sector
2. Define the commodity and market structure; how pricing and billing work and the benefits of deregulation
3. Respond appropriately by altering behaviour to constitute a fair practice when interacting with customers
4. Apply the practices outlined by the OEB when marketing.

Topics

1. Players in the Energy Sector
2. Electricity
3. Natural Gas
4. Your Role as a Salesperson or Verification Representative
5. Executing an Agreement/ Disclosure Statement/Price Comparison Form
6. Consumer Cancellation Rights
7. Verification
8. Agreement Renewals/Extensions

Section 1 - Players in the Energy Sector

Review

- The Government of Ontario sets the legal and policy framework that governs the energy sector in the province through the Ministry of Energy (MOE)
- The Ontario Energy Board (OEB) implements and oversees the regulatory framework established by the Ontario Government.
- The Ontario Power Authority (OPA) agency is responsible for ensuring an adequate, long term supply of electricity in Ontario;
- OPG generates about 70 percent of Ontario's electricity at its hydroelectric, nuclear and fossil fuel stations
- The Independent Electricity System Operator (IESO), acts as system controller of Ontario's power system and ensures reliable supply of electricity is available. The IESO also sets the spot market price
- There are approximately 75 licensed electricity distributors and five natural gas distributors in Ontario. The major ones being Enbridge Gas Distribution and Union Gas. In addition, there are 2 municipally owned gas utilities, the City of Kitchener and Utilities Kingston.

Section 2 - Electricity

Review

Some facts about electricity and deregulation:

- The unit that electricity customers are billed is based on kilowatt hours
- As demand for electricity increases, higher offers are accepted from generators, raising the spot price
- Electricity is consumed as it is produced, it must reach areas of demand quickly and is carried over distribution wires to homes
- The Market Opening is also referred to as Deregulation. The electricity market in Ontario was opened up to competition by the provincial government on May 1st, 2002.
- Residential and low volume commercial customers have two options for electricity supply, RPP or electricity suppliers.
- RPP stands for Regulated Price Plan and the forecast price changes take effect May 1 and November 1 each year
- RPP is based on estimation of costs paid to generators for power consumed
- If a consumer signs with Just Energy then they leave the RPP and any variance is settled with a final 'one time' charge or credit

- All customers on the two-tier RPP are being switched to smart meters and time of use rates. The goal is to have smart meters installed across the province by 2011.
- Time of use pricing results in the customer paying less for hydro in off-peak periods
- Electricity commodity charge is the charge for the electricity you use, which you buy either from your LDC or through an electricity supplier
- The Delivery charge makes up the Distribution and Transmission costs, which is approved by the OEB
- If customers pay the RPP the Global Adjustment is included
- Customers who sign with a retailer will see this charge on a separate line item.

Section 3 - Natural Gas

Review

- The flow of natural gas is from the Producers, via the Transmission companies to Local Utilities, then to homes.
- In 1986 natural gas market deregulated in Ontario
- Natural gas is colourless and odorless
- Natural gas is an energy source that can be stored
- Non-municipal LDCs review gas prices quarterly.
- Natural gas commodity charge is a charge for the gas a consumer uses, which they purchase either through their LDC or a natural gas supplier like Just Energy
- Natural gas supply adjustment represents a gas supply surcharge or credit if forecasts by the LDC for prices in the previous quarter were incorrect.
- The Delivery charge includes the cost to deliver the natural gas to the home or business
- The Customer Charge is for administration of your natural gas account. It is a fixed charge approved by the OEB
- The Transportation Charge includes the cost of transporting the natural gas from Western Canada and the United States to Ontario.

Section 4 - Your Role as a Salesperson

Fair Marketing Practices

The Code of Conduct in Ontario states that energy salespeople must:

1. Give a business card (see business card requirements below) to the consumer as soon as you introduce yourself.
2. Immediately and truthfully give your name and the company name to the consumer, and state that the company is offering an agreement for the supply of natural gas or electricity and is not the consumer's distributor, and not associated with the OEB or the Government.
3. State the price to be paid per unit under the agreement and state the term of the agreement.
4. Show the customer the agreement.
5. Not exert pressure on a consumer.
6. Allow the consumer sufficient opportunity to read all documents provided. Sales people must provide copies of all marketing materials to customers used during the sales presentation if requested.
7. All marketing material and statements made must be truthful, factual and current, and not mislead the customer.
8. Not make any offer or provide any promotional material to a consumer that is inconsistent with the agreement being offered to or entered into with the consumer.
9. Not make any representation or statement, or give any answer or take any measure that is false or is likely to mislead a consumer.
10. Display your ID badge (see ID badge requirements below) and it must be worn on your outer clothing and be visible to consumers at all times.

Business Card and ID Badge Requirements

Business Card	ID Badge
1.Supplier OEB Licence Number 2.Supplier Name and Address 3.Salesperson's Name 4.Supplier toll-free telephone number 5.Supplier website address	1.Salesperson is acting on behalf of the supplier, and is not a representative of the consumers LDC, or associated with the OEB or Government 2.Display the supplier's Name 3.ID Number 4.Photo ID not more than 2 years old 5.Salesperson's Name and Title 6.Expiry Date not more than 2 years after its issuance date 7.The ID badge must at all times be facing the consumer

Energy Consumer Protection Act - ECPA Regulation 389/10

Unfair Practices

The following acts or omissions of a retailer of electricity or gas marketer are unfair practices with respect to the consumer.

1. Making any false, misleading or deceptive statement to the consumer, including but not limited to a false, misleading or deceptive statement relating to the following:
   - The terms and conditions of any contract
   - The quality or other characteristics of any electricity or gas provided by any supplier of electricity or gas
   - The status of any supplier of electricity or gas or the business relationship, affiliation or connection between any supplier of electricity or gas and any other person
   - The amount of, or the method of, calculating the agreement price, any component of the agreement price or any other additional energy charges
   - The difference in agreement prices or additional energy charges by different suppliers or energy distributors
   - Price, financial advantage, cost savings, or amount of cost savings the consumer may experience from entering into the agreement from the Supplier instead of another Supplier or the LDC
   - The period of time during which a consumer may enter into an agreement for the provision of electricity or gas at a specified price.
   - The consequences if the consumer does not enter into or reaffirm an agreement with the supplier of electricity or gas.
   - Consumer's rights under the ECP Act, Regulations or OEB Code.
2. Taking an unconscionable action with respect to the consumer.
   - If you know or ought to know that the consumer is not able to protect his/her own interest or is pressured into signing an agreement (e.g., comprehension/language barrier, elderly, disabled, or stating that they need to sign now).
3. Failing to disclose information about the products, services, or business of a supplier of electricity or natural gas, if:
   - The failure misleads the consumer in any way to influence his/her decision to enter into/verify agree to amend, renew, or extend the term of or cancel an agreement with a supplier.
4. Additional Energy Charges:
   - Failing to make clear that the consumer will pay additional energy charges; that the charges are not included in the agreement price or; are included in the price charged by the LDC.

5. In Person Sales:
   - Failure to prominently display your ID Badge, offer the consumer your business card, or provide the consumer with a text-based copy of any document on request.
6. In Person Sales: When executing an agreement with a consumer:
   - Failure to give the consumer a text-based copy of the Agreement, Disclosure Statements, Price Comparison Statement before the consumer enters into the agreement
   - Failure to provide the signed documents to the consumer immediately after the consumer has entered into the agreement
   - Failure to give the customer a copy of any document you show the customer, if they request it
7. Authorized Persons:
   - Entering, verifying, amending, renewing or extending an agreement with a person other than the account holder or the account holder's agent in respect of the service address.

Privacy

Companies who collect personal information must have a standard policy for protecting this information.

As a salesperson you are responsible for keeping customer information safe!

The information you collect is personal and should be treated carefully.

1. Be prepared to inform customers why we require the personal information.
2. Never disclose customer information to anyone, including showing others their bills or applications.
3. Do not use the customer's information for anything other than the application.
4. Do not keep copies of customer information any longer than is necessary – return all incomplete agreements and any bills to your office.

Fraud, Impersonation and Forgery

Fraud definition:
Anyone who, by deceit, falsehood or other fraudulent means, whether or not it is a false pretence within the meaning of the Canadian Criminal Code, defrauds the public or any person, whether ascertained or not, of any property, money or valuable security or any service.

Impersonation:
Anyone who fraudulently impersonates any person, living or dead with the intent to gain advantage for himself or herself or another person.

Forgery definition:
The creation of a false document, knowing it to be false, with intent.

No Solicitation

When selling door-to-door:

You should not approach properties with Non-Solicitation signs, such as:

- Do Not Solicit
- No Soliciting
- No Salespeople
- No Trespassing

If you do speak with a customer who has a No Soliciting sign that you did not see:

- Apologize to the customer for the error
- **Do not** pursue your sales presentation
- Record the address and submit to your supervisor
- Close the conversation with a simple customer-friendly statement, such as "Good evening"

Vulnerable Consumers

Individuals with Whom Door to Door Agents Should Exercise Diligence When Selling to the Following People:

- Seniors/Elderly (over the age of 70)
  - Provide seniors with information to review
  - Have seniors repeat the offer and their understanding
- Language Barriers
  - Anyone who is not able to communicate effectively in English
- Minors (under the age of 18)
  - Agents are not permitted by law to sign up minors under any circumstances

Always ensure you are speaking to an authorized individual before proceeding with your sales presentation.

Review

- Regulations governing the Energy Sector in Ontario are:
  - The OEB Code of Conduct
  - The Energy Consumer Protection Act
  - The Privacy Act
- The OEB is responsible for:
  - Setting rules for the energy industry
  - Handling customer concerns and licensing utilities and energy suppliers
- The OEB Code of Conduct states that energy salespeople must comply with fair marketing practices including:
  - Providing a business card as soon as they introduce themselves to the consumer
  - Not exerting pressure on a consumer
  - The ID badge that a salesperson wears must be visible at all times to the consumer.
- It is considered an unfair practice under the law to make any false, misleading, or deceptive statement to a consumer
- Enrolling a customer under false pretenses, acting as the customer during the verification call, and signing the customer's name on the agreement are all examples of fraud or forgery
- You should not approach a home or business that has a Do Not Solicit sign posted
- Salespeople should not attempt to sell services to a person with a language barrier or where the salesperson ought to know that the consumer does not understand the sale being offered
- In terms of customer's privacy, salesperson responsibilities include keeping the customer's information safe, and not sharing or keeping customer information.

Section 5 - Executing an Agreement

Agreement Authorization

An agreement is made between the customer and the natural gas or the electricity supplier to complete the sale. Whether this agreement is for a new agreement or for renewal/extension of an existing agreement, the agreement must be authorized by a valid signing authority.

Residential agreements must be authorized by:

- The account holder
- The account holder's spouse
- The account holder's common law spouse

Commercial agreements must be authorized by:

- The business owner
- A representative with authority to enter into agreements on behalf of the company

Contract Requirements

The following information must be completed by you in order for an agreement to be valid:

- Customer's printed name
- Customer's Signature
- Agent's Name
- Agent's Signature
- Customer's Service Address
- Customer's Mailing Address, if different from service address
- Account Holder's Name
- Agreement Sign date

The agreement must contain:

- The Price and Term
- An Acknowledgement Statement that the consumer has received a text based copy of the agreement, signed and dated by the consumer.

In addition:

- The agreement must be accompanied by a Disclosure Statement which must be signed by the consumer
- Price Comparison statement which must be signed
- The agreement must be subsequently verified by phone.

Review

- An agreement with a consumer must be accompanied by a Disclosure Statement and a Price Comparison form, and all documents must be signed by an authorized account holder
- The OEB approved Disclosure Statement must not be altered
- The Disclosure Statement and Price Comparison form is required whether it is a new contract or the renewal or extension of an existing contract
- Price comparison forms are designed to compare the LDC and energy supplier prices
- All new agreements must be verified by phone

Sample Agreement

Sample Agreements Attached to this guide

- Natural Gas
- Electricity

JUSTGREEN™ Natural Gas & Electricity (Customer Agreement)

Gas Marketer License GM-2010-0152
Electricity Retailer License ER-2010-0153

80 Courtneypark Drive West • Units 3 & 4 • Mississauga • Ontario • L5W 0B3
Toll Free 1.866.587.8674 • Fax 1.888.548.7690 • justenergy.com • cs@justenergy.com

Customer Information

The Customer is responsible for ensuring the accuracy ofithe information set out below.

Signing Date: M M M D D 2 0 Y Y

This Agreement is for a: ☐ Home ☐ Business Signatory is: ☐ Account Holder ☐ Authorized Representative

PRINT

Account Holder

Customer Name (Ifithe Account Holder's Authorized Representative)

Billing Address City PROV. POSTAL CODE

REQUIRED

Daytime Telephone # Ext. Evening Telephone # E-mail Address *Required Field for Green Updates

Service Address is: ☐ Same as Billing Address OR Service Address City PROV. POSTAL CODE

Essential Agreement Information

☐ **Yes**, my sales representative was polite and courteous and provided his/her business card.

☐ **Yes**, my sales representative was wearing a Just Energy badge and uniform.

☐ **Yes** my sales representative explained in addition to the Prices below , as always, I remain responsible for natural gas regulated delivery, transmission, debt retirement and other charges billed by my Utility, and/or electricity regulated delivery and other charges billed by my utility

At Just Energy we value our customers and appreciate your feedback. We want to ensure total customer satisfaction with every sale.

Thank you for choosing Just Energy as your partner in home energy & environmental friendly green energy solutions that will help change the world we live in today and tomorrow.

Best regards,
Rebecca MacDonald, Executive Chair

☐ **Yes**, my sales representative provided me my Disclosure Statement (s) and Price Comparison sheet(s), which I signed for the selected commodity(ies) below;

☐ Natural Gas ☐ Electricty ☐ **3% Cashback eligible**

☐ **Yes**, my sales representative provided me a text-based copy ofithe Agreement, including the Disclosure Statement(s), befbre I signed the Agreement.

My "Consumer's Rights" under the Ontario Energy Board Act, 1998 and the Consumer Protec Act, 2002 (for non-commercial customers), are set out at paragraphs 25 and 26 ofithe Genera Terms and Conditions. I have received disclosure ofiOntario's system-wide electricity supply and Just Energy JustGreen supply mix. Upon leaving the current Regulated Price Plan ("Curi RPP"), I must settle my Current RPP variance with my Utility. I remain entitled to/bound by th Provincial Benefit. Ifil do not buy electricity from Just Energy or another retailer, I will pay the Current RPP price. From November 1, 2010 to April 30, 2011, each month the Current RPP pri is 6.4¢/kWh for the first 1000 kWh per month between November 1 and April 30 for residential con and it is 7.4¢/kWh above these threshold amounts; OR ifil am billed using a time-ofiuse mete 9.9¢/kWh for peak; 8.1¢/kWh for mid-peak; 5.1¢/kWh for offipeak times. The Regulated Price I is set by the OEB and may change every six months, and it is inclusive ofiany Provincial Ben

I have read the above and understand and agree to the Terms and Conditions ofithis Agreement. I am at least 18 year old, acknowledge having received a completed and signed copy ofithe Welcome Guide which includes the Terms & Conditions that form part ofithis Agreement, and have full signing authority.

CUSTOMER SIGNATURE PRINT NAME & TITLE FIRST LAST TITLE(ifa business) DATE: MM/DD/20YY

JustGreen Natural Gas Program 25997

Term ofi Agreement	JustGreen Natural Gas Price (¢/m³)	JustGreen % Offset Gas
5 years	26.9 for supply +6.79 for transportation*	100%

Customer Name

Customer Signature

*The above charges for transportation may vary up/down during the Term ofithe Agreement. Ifiyou do not sign this Agreement you will still pay your distributor for transportation over and above your current supply charges.

Gas Contract ID

Natural Gas Account Number (a "location")

Billing Address Postal Code | First 4 Alpha-Numeric | Utility Code

JustGreen Electricity Program 100945

Term ofi Agreement	JustGreen Electricity Price (¢/kWh)	JustGreen % Renewable Energy
5 years	RPP + 2.0	100%

Customer Name

Customer Signature

Electricity Contract ID

Electricity Account Number (a "location")

Billing Address Postal Code | First 4 Alpha-Numeric | Utility Code | Registration Code

Independent Contractor Information

Source Code

IC Name (print)

IC Number

IC Signature

Customer Service Information

CSR ID

CSR Name (print)

THIS AGREEMENT IS ONLY VALID FOR NEW RESIDENTIAL AND SMALL BUSINESS CUSTOMERS. NO CHANGES TO THE PRE-PRINTED TERMS APPLY

White Copy - Office / Yellow Copy - Branch / Pink Copy - Customer

ON_SVC_DF_JG_5_YEAR_V9_OCT_28_10

Sample Disclosure Statement

Sample Disclosure Statements Attached to this guide

- Electricity Door-to-Door
- Natural Gas Door-to-Door

Disclosures Statements available

- Electricity Direct Mail
- Electricity In person following request
- Electricity Internet
- Electricity Renewal
- Natural Gas Direct Mail
- Natural Gas In person following request
- Natural Gas Internet
- Natural Gas Renewal

(as of January 1, 2011)

Disclosure Statement

1 What you should know about natural gas contracts before agreeing to switch your natural gas supplier

- There is **no guarantee of savings** if you sign a contract.
- A Marketer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign a contract. Your natural gas service will continue without interruption.
- A contract is for the natural gas that you use. A contract **may also include charges for transportation, storage or both**. Check the accompanying price comparison to see if these charges are included in the contract price or if you will continue to pay them to the utility at the utility price.
- You will **also continue to pay delivery and customer charges** whether or not you sign a contract.
- The Ontario Energy Board does not set prices included in a Marketer's contract.

2 Comparing prices

- A Marketer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- If your utility price is set by the Ontario Energy Board, try the interactive online bill calculator on the Board's website (**www.oeb.gov.on.ca**) to do your own price comparisons and estimate your total monthly bill.
- You can also contact your utility for more information on your utility price.

3 Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Marketer for your records.

4 What if you change your mind?

- **You can cancel the contract within 10 days of signing it.** You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- **The Marketer will call you within 10 to 45 days after you sign the contract to verify that you want to continue with the contract.** You do not have to verify the contract. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your natural gas service will continue without interruption.
- **If you cancel after that, you may have to pay a cancellation fee.**

- **This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about natural gas contracts and your rights.
- Questions about natural gas contracts or prices? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature _____ Date _____

Ce document est aussi disponible en français
Ce document est aussi disponible en français

This disclosure statement is also available on the Ontario Energy Board's website (**www.oeb.gov.on.ca**) in a large-print version and in the following languages:

العربية Arabic	يقدم هذا المستند معلومات هامة حول عقود الغاز الطبيعي. للحصول على ترجمة محتوى هذا المستند وكذلك معلومات المستهلك الأخرى باللغة العربية، يرجى زيارة موقع هيئة طاقة أونتاريو Ontario Energy Board على الإنترنت أو الإتصال بالهيئة. أرقام الاتصال بالهيئة مبينة أدناه.
Greek	Αυτό το έγγραφο δίνει σημαντικές πληροφορίες για τα συμβόλαια φυσικού αερίου. Για μετάφραση αυτής της δήλωσης γνωστοποίησης και άλλες πληροφορίες για τους καταναλωτές στα Ελληνικά παρακαλούμε επισκεφθείτε την ιστοσελίδα του Συμβουλίου Ενέργειας του Ontario ή τηλεφωνήστε στο ΣΕΟ. Οι πληροφορίες επικοινωνίας του ΣΕΟ παρατίθενται κατωτέρω.
Italian	Questo documento contiene **importanti informazioni sui contratti per il gas naturale. Per una traduzione** di questa dichiarazione **sulla riservatezza ed altre informazioni per il consumatore in italiano**, si prega di visitare il sito della Ontario Energy Board, **oppure di chiamare la OEB direttamente. Le informazioni per** contattare la OEB **sono riportate qui sotto**.
Chinese	本文件提供了有关天然气合同的重要信息。有关此披露声明及其它消费信息的简体中文翻译，请访问安大略省能源局的网站或致电安大略省能源局。安大略省能源局的联系信息如下。
Polish	Ten dokument zawiera ważne informacje o umowach na dostawę gazu ziemnego. W celu zapoznania się z tłumaczeniem **na język polski** niniejszego oświadczenia **dla potrzeb zawarcia umowy oraz innych** informacji przeznaczonych dla konsumentów, prosimy odwiedzić stronę internetową **Ontario Energy Board** (OEB) lub skontaktować się telefonicznie z **OEB. Informacja kontaktowa znajduje się** poniżej.
Portuguese	Este documento contém informação importante **sobre contratos de gás natural. Para obter a tradução portuguesa** desta declaração informativa ou de **outra informação ao consumidor**, é favor telefonar ou consultar o sítio Web da Comissão de Energia do Ontário **(OEB, sigla em inglês).** Abaixo encontrará a informação que lhe permitirá contactar a OEB.
Punjabi	[illegible] Ontario Energy Board (OEB) [illegible] OEB [illegible]
Spanish	Este documento proporciona información importante **sobre contratos de gas natural. Si requiere una** traducción de esta declaración de **divulgación y otra información para el consumidor en español**, por favor visite el sitio web del Consejo de Ontario Energy **o llame al OEB. La información de contacto del OEB se** proporciona a continuación.
Tagalog	Ang dokumentong ito ay naglalaman ng **mahalagang impormasyon tungkol sa mga kontrata sa natural** gas. Para sa isang pagsasalin ng **pahayag ng pagbunyag na at para sa ibang consumer information sa Tagalog, mangyaring bisitahin ang website ng Ontario Energy Board o tumawag sa OEB.** Ang telepono ng OEB ay nasa ibabâ.
Tamil	இந்த ஆவணம் பெற்றோலிய வாயு உடன்படிக்கை தொடர்பான முக்கியமான தகவல்களைத் தருகின்றது. தமிழ் மொழி மூல வெளிப்படுத்துதல் பத்திரம், மற்றும் ஏனைய நுகர்வோர் தகவல்களுக்கும் தயவு செய்து ஒன்ராரியோ சக்திவளத் துறையினரின் மின்வலையத்திற்கு விஜயம் செய்யுங்கள். அல்லது ஓஎநுடீ இற்கு தொலைபேசியில் அழையுங்கள். ஓஎநுடீ யைத் தொடர்பு கொள்ளுவதற்குரிய தகவல்கள் கீழே தரப்பட்டுள்ளன.
Vietnamese	Tài liệu này cung cấp thông tin quan trọng về các hợp đồng hơi đốt thiên nhiên. Để có bản dịch về các điều khoản và điều kiện của hợp đồng và các thông tin khác bằng **tiếng Việt** dành cho người tiêu thụ, xin viếng trang mạng của Hội đồng Năng lượng Ontario hoặc gọi cho OEB. Điện thoại liên lạc với OEB được cung cấp dưới đây.

Ontario

Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)
416-314-2455 (within the GTA or from outside Ontario)
consumerrelations@oeb.gov.on.ca | **www.oeb.gov.on.ca**
Transactions in Person (where verification required)

1-877-632-2727
416-314-2455
consumerrelations@oeb.gov.on.ca | www.oeb.gov.on.ca

(as of January 1, 2011)

Disclosure Statement

1 What you should know about electricity contracts before agreeing to switch your electricity supplier

- There is **no guarantee of savings** if you sign a contract.
- A Retailer is a private company. It is not your utility and it is not associated with the Ontario Energy Board, the government or any government program.
- You do not have to sign a contract. Your electricity service will continue without interruption.
- A contract is only for the electricity that you use. You will **continue to pay delivery charges, regulatory charges** and the **debt retirement charge** whether or not you sign a contract.
- Check with your utility to see **whether you will still be eligible** for your utility's **equal payment plan** if you switch to a Retailer.
- The Ontario Energy Board does not set prices included in a Retailer's contract.

- If you are buying your electricity from your utility, your electricity price already includes your share of certain electricity-related costs that are referred to as the "**Global Adjustment**" (formerly the "Provincial Benefit").
- If you switch to a Retailer, you will have to pay your share of the Global Adjustment in **addition to the contract price**.
- The Global Adjustment amount will be on a new separate line on your utility bill and can change from month to month.

2 Comparing prices

- A Retailer must give you a separate sheet comparing the contract price that you are being offered with the price currently charged by your utility.
- Try the interactive online bill calculator on the Board's website (**www.oeb.gov.on.ca**) to do your own price comparisons and estimate your total monthly bill.

3 Know your rights

- Make sure you understand the contract **before you sign it**.
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

4 What if you change your mind?

- **You can cancel the contract within 10 days of signing it.** You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- **The Retailer will call you within 10 to 45 days after you sign the contract to verify that you want to continue with the contract.** You do not have to verify the contract. If you do not verify the contract it will become invalid. You will not have to pay a cancellation fee and your electricity service will continue without interruption.
- **You can also cancel the contract up to 30 days after you receive your first bill under the contract.** You will have to pay that bill but you will not have to pay a cancellation fee. You will be switched back to your utility for your electricity supply without any interruption in service.
- **If you cancel after that, you may have to pay a cancellation fee.**

- **This disclosure statement is not part of the contract.** It was produced by the Ontario Energy Board, the independent regulator, to provide basic information about electricity contracts and your rights.
- Questions about electricity contracts, prices or the Global Adjustment? Visit the Ontario Energy Board's website or contact our Consumer Relations Centre. Contact information is provided on the other side.

I acknowledge that I have read and understood this Disclosure Statement.

Signature _____ Date _____

Ce document est aussi disponible en français

This disclosure statement is also available on the Ontario Energy Board's website (**www.oeb.gov.on.ca**) in a large-print version and in the following languages:

Arabic

يقدم هذا المستند معلومات هامة حول عقود الكهرباء. للحصول على ترجمة محتوى هذا المستند وكذلك معلومات المستهلك الأخرى باللغة العربية، يرجى زيارة موقع هيئة طاقة تورنتو Ontario Energy Board على الإنترنت أو الاتصال بالهيئة. أرقام الاتصال بالهيئة مبينة أدناه.

Greek

Αυτό το έγγραφο περιέχει σημαντικές πληροφορίες για τα συμβόλαια ηλεκτρικού ρεύματός. Για μετάφραση αυτής της δήλωσης γνωστοποίησης και άλλων πληροφοριών για τους καταναλωτές στα Ελληνικά παρακαλούμε επικοινωνήστε με τη Συμβουλίου του Ονταρίο ή τηλεφωνικώς στο ΣΕΟ. Οι πληροφορίες επικοινωνίας στο ΣΕΟ παρατίθενται κατωτέρω.

Italian

Questo documento contiene importanti informazioni sui contratti per l'erogazione della corrente elettrica. Per una traduzione di questa dichiarazione sulla riservatezza ed altre informazioni per il consumatore in italiano, si prega di visitare il sito della Ontario Energy Board, oppure di chiamare la OEB direttamente. Le informazioni per contattare la OEB sono riportate qui sotto.

Chinese

本文件提供了有关电力合同的重要信息。有关此披露声明及其它消费信息的简体中文翻译，请访问安大略省能源局的网站或致电安大略省能源局。安大略省能源局的联系信息如下。

Polish

Ten dokument zawiera ważne informacje o umowach na dostawę energii elektrycznej. W celu zapoznania się z tłumaczeniem na język polski niniejszego oświadczenia dla potrzeb zawarcia umowy oraz innych informacji przeznaczonych dla konsumentów, prosimy odwiedzić stronę internetową Ontario Energy Board (OEB) lub skontaktować się telefonicznie z OEB. Informacja kontaktowa znajduje się poniżej.

Portuguese

Este documento contém informação importante sobre contratos de energia elétrica. Para obter a tradução portuguesa desta declaração informativa ou de outra informação ao consumidor, é favor telefonar ou consultar o sítio Web da Comissão de Energia do Ontário (OEB, sigla em inglês). Abaixo encontrará a informação que lhe permitirá contactar a OEB.

Punjabi

ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿੱਚ ਬਿਜਲੀ ਸੇਵਾ ਦਾਖ਼ ਕਰਨ ਸਬੰਧੀ ਮਹੱਤਵਪੂਰਨ ਜਾਣਕਾਰੀ ਦਰਜ ਹੈ। ਇਸ ਖ਼ੁਲਾਸੇ ਦੇ ਬਿਆਨ ਦੀ ਪੰਜਾਬੀ ਭਾਸ਼ਾ ਵਿੱਚ ਅਨੁਵਾਦ ਦੀ ਅਤੇ ਹੋਰ ਜਾਣਕਾਰੀ ਜਾਂ ਤੇ Ontario Energy Board (ਓਨਟਾਰੀਓ ਐਨਰਜੀ ਬੋਰਡ) ਦੀ ਵੈੱਬਸਾਈਟ ਦੇਖੋ ਜਾਂ OEB (ਓ[ਈ[ਬੀ[) ਨੂੰ ਫ਼ੋਨ ਕਰੋ। ਓ[ਈ[ਬੀ[ਦੀ ਸੰਪਰਕ ਜਾਣਕਾਰੀ ਹੇਠਾਂ ਦਿੱਤੀ ਹੋਈ ਹੈ।

Spanish

Este documento proporciona información importante sobre contratos de electricidad. Si requiere una traducción de esta declaración de divulgación y otra información para el consumidor en español, por favor visite el sitio web del Consejo de Ontario Energy o llame al OEB. La información de contacto del OEB se proporciona a continuación.

Tagalog

Ang dokumentong ito ay naglalaman ng mahalagang impormasyon tungkol sa mga kontrata sa koryente. Para sa isang pagsasalin ng pahayag ng pagbunyag na ito at para sa ibang consumer information sa Tagalog, mangyaring bisitahin ang website ng Ontario Energy Board o tumawag sa OEB. Ang telepono ng OEB ay nasa ibabâ.

Tamil

இதற் ஆவணம் மிகவும் உபயோகமான தெரிவுகளை மேற்கொள்ள தகவல்களைத் தருகிறது. மின் வினியோகத்துடன் மற்றும் மின்சார நுகர்வோர் தகவல்களை தமிழ் மொழி பெயர்ப்பிலான அறிக்கைக்கு, மற்றும் ஒன்டாரியோ எனர்ஜி போர்டு இணைய தளத்தை தொடர்பு கொள்ளவும் அல்லது OEB ஐ தொடர்பு கொள்ளவும். OEB இன் தொடர்பு விபரங்கள் கீழே தரப்பட்டுள்ளன.

Vietnamese

Tài liệu này cung cấp thông tin quan trọng về các hợp đồng điện lực. Để có bản dịch về các điều khoản và điều kiện của hợp đồng và các thông tin khác bằng tiếng Việt dành cho người tiêu thụ, xin viếng trang mạng của Hội đồng Năng lượng Ontario hoặc gọi cho OEB. Điện thoại liên lạc với OEB được cung cấp dưới đây.

Ontario Energy Board

1-877-632-2727 (toll-free within Ontario)
416-314-2455 (within the GTA or from outside Ontario)
consumerrelations@oeb.gov.on.ca | **www.oeb.gov.on.ca**
Transactions in Person (where verification required)

Sample Price Comparison Form

Sample Price Comparison Forms attached to this guide

- Electricity Residential
- Natural Gas Enbridge Residential Consumers

Price Comparison Forms available

- Electricity Non-Residential
- Natural Gas Enbridge Non-Residential Consumers
- Natural Gas Kitchener Utilities Residential Consumers
- Natural Gas Kitchener Utilities Non-Residential Consumers
- Natural Gas NRG Residential Consumers
- Natural Gas NRG Non-Residential Consumers
- Natural Gas Union Residential Consumers
- Natural Gas Union Non-Residential Consumers
- Natural Gas Utilities Kingston Residential Consumers
- Natural Gas Utilities Kingston Non-Residential Consumers

Price Comparison for Residential Electricity Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)

Part A – Regulated Price Plan (RPP) if you purchase your electricity from your utility

If you purchase your electricity from your utility, your electricity price is known as the "Regulated Price Plan" or RPP. RPP prices are set by the Ontario Energy Board, the independent regulator, and can change every six months (May 1st and November 1st). The table below shows the RPP prices that are in effect today for consumers on time-of-use pricing. The "Estimated Monthly Electricity Supply Cost" shown is **only for the cost of the electricity** that you use, which already includes a **forecast cost for the "Global Adjustment"** of x.x ¢ / kWh. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit **www.oeb.gov.on.ca**.

The table below is based on a **residential consumer** who uses 800 kWh per month on time-of-use pricing and whose **pattern of electricity use** is: xx% of use in the off-peak period, xx% of use in the mid-peak period and xx% of use in the on-peak period. If your pattern of electricity use is different, your "Estimated Monthly Electricity Supply Cost" will also be different.

RPP Time-of-Use Prices

Off-peak use	xxx kWh	X	**x.x ¢** / kWh	=	**$ xx.xx**
Mid-peak use	xxx kWh	X	**x.x ¢** / kWh	=	**$ xx.xx**
On-peak use	xxx kWh	X	**x.x ¢** / kWh	=	**$ xx.xx**
	Estimated Monthly Electricity Supply Cost				**$ xx.xx**

Time-of-use pricing is being phased in throughout the Province to replace tiered pricing. If you are still on tiered RPP pricing, your "Estimated Monthly Electricity Supply Cost" will be different. You can contact your utility to see when time-of-use pricing will apply to you.

Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.ca) to do your own price comparisons and estimate your total monthly bill.

Part B – Contract price if you purchase your electricity from (Name of Retailer)

The information below has been **prepared by the electricity Retailer** that gave you this document. It describes the contract price that is being offered to you. The contract price is **only for the cost of the electricity** that you use. You also have to pay **delivery charges, regulatory charges** and the **debt retirement charge** to your utility every month, as well as any taxes payable on your total monthly bill. You will also have to pay the **Global Adjustment** every month – a forecast cost is included below, but the actual amount can vary.

I acknowledge that I have read and understood this price comparison.

Signature _____ Date _____

Instructions to the electricity Retailer for completing Part B:

(not to be included in price comparison document provided to consumers)

1. The contract price must be expressed as a total monthly number, identified as "Estimated Monthly Electricity Supply Cost", and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of electricity to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable. The total monthly number must be broken down to show each element of the contract price separately. The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer's monthly consumption (including the consumer's time-of-use consumption profile) as are used in Part A.

2. The commodity component of the contract price must be expressed per kilowatt hour of electricity. Any other component of the contract price that varies based on consumption must also be expressed per kilowatt hour of electricity. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.

3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Retailer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Retailer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.

4. If any component of the contract price will change over the term of the contract, a separate total monthly number broken down and identified as described above, must be included that is based on each price. The only exception is that separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price. The Retailer must identify in each case when a given contract price applies during the term of the contract.

5. Each separate total monthly number included in Part B shall include the forecast amount for the Global Adjustment as indicated in Part A, shown on a separate line and clearly identified as follows: "Forecast of the Global Adjustment".

6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.

7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Retailer's offer, additional pages may be used.

3261

Price Comparison for Residential Natural Gas Consumers

This Document is Valid From (Month and Date, Year) To (Month and Date, Year)

Part A – Regulated prices if you purchase your natural gas from Enbridge Gas Distribution Inc.

If you purchase your natural gas from Enbridge Gas Distribution Inc., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (January 1st, April 1st, July 1st and October 1st). The table below shows the natural gas prices that are in effect today. The "Estimated Monthly Gas Supply & Transportation Cost" shown is for the **cost of the natural gas** that you use and for **related transportation costs** Part B below will show you whether transportation costs are included in the contract you are being offered or whether you would continue to pay the utility price. You will also have to pay **customer charges and charges for delivery (including storage) to your utility** every month, as well as any taxes payable on your total monthly bill. For an explanation of these charges please visit **www.oeb.gov.on.ca**

This table is based on **a residential consumer who uses x,xxx m ^{3} per year**. It assumes that usage is the same every month. However, the amount of natural gas you actually use in each month changes throughout the year. If your actual monthly natural gas use is different, your "Estimated Monthly Gas Supply & Transportation Cost" will also be different.

Gas Supply	xxx m^3	X	**x.xx ¢ / m^3**	=	**$ xx.xx**
Transportation	xxx m^3	X	**x.xx ¢ / m^3**	=	**$ xx.xx**
	Estimated Monthly Gas Supply & Transportation Cost				**$ xx.xx**

Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.) to do your own price comparisons and estimate your total monthly bill.

Part B – Contract price if you purchase your natural gas from (Name of Marketer)

The information below has been **prepared by the natural gas Marketer** that gave you this document. It describes the contract price that is being offered to you. The contract price is for the **cost of the natural gas** that you use and **may also include related transportation costs**. This part also shows you whether transportation costs are included in the contract or whether you will continue to pay the utility price. You will also have to pay **customer charges and charges for delivery to your utility** every month, as well as any taxes payable on your total monthly bill.

I acknowledge that I have read and understood this price comparison.

Signature _____ Date _____

Instructions to the natural gas Marketer for completing Part B:

(not to be included in price comparison document provided to consumers)

1. The contract price must be expressed as a total monthly number, identified as "Estimated Monthly Gas Supply & Transportation Cost", and must include all amounts payable by the low-volume consumer under the contract with respect to the supply or delivery of natural gas to the low-volume consumer other than interest, penalties, cancellation fees or charges and any taxes payable, as well as all amounts payable for transportation whether included in the contract price or not. The total monthly number must be broken down to separately show each element of the contract price, as well as to separately show charges for transportation . Where transportation is included in the contract price, this must be identified as "[Name of Marketer] Price". Where transportation is not included in the contract price, this must be identified as "Utility Price". The total monthly number must be expressed as a dollar amount, calculated using the same assumptions for the low-volume consumer's monthly consumption as are used in Part A, and the same price for transportation as is used in Part A to the extent that transportation is not included in the contract price.

2. The commodity component of the contract price must be expressed per cubic meter of natural gas.Any other component of the contract price that varies based on consumption must also be expressed per cubic meter of natural gas. Any other component of the contract price that does not vary based on consumption must be expressed as a fixed amount per month.

3. If the commodity component of the contract price is or is based on a market price, the commodity price shown by the Marketer must be based on a reasonable forecast of the market price covering a period of at least 6 months. The Marketer must also include a narrative description of the market price and identify that the market price is based on a forecast and will change over the term of the contract.

4. If transportation is included in the contract price and is variable, the Marketer must also identify that the price will change over the term of the contract and include a narrative description of the price that includes how the price is derived and when and the basis on which changes to the price will be determined over the term of the contract.

5. If any component of the contract price will change over the term of the contract, a separate total monthly number broken down and identified as described above, must be included that is based on each price.The only exceptions are: (i) separate total monthly numbers are not required to reflect changes in the market price in cases where the contract price is or is based on a market price; and (ii) separate total monthly numbers are not required to reflect changes in the transportation price if this is included in the contract price and is variable.The Marketer must identify in each case when a given contract price applies during the term of the contract.

6. Only one contract price offer may be included in Part B. Where a single contract includes more than one offer (in other words, the contract requires the low-volume consumer to select amongst two or more price offers set out in the contract), separate price comparison documents comprised of Parts A and B must be used for each price offer. Where more than one contract is being offered to a low-volume consumer, separate price comparison documents comprised of Parts A and B must be used for each contract price offer.

7. All information set out in Part B shall be in Arial 11 font or larger Arial font. Where additional space is required to describe the Marketer's offer, additional pages may be used.

Section 6 - Customer Cancellation Rights

Early termination fees may not apply in the following cases:

1. **10-Day Cooling Off Period:** Within 10 days from being left with a copy of the text-based agreement, the Disclosure Statement, and Price Comparison Form.
2. **Verification Call:**
   - Consumer advises they don't wish to proceed with the agreement,
   - Consumer cannot verify that the agreement, Disclosure Statement or Price Comparison documents were left
   - The verification agent identifies/has reason to believe that an unfair practice has occurred during the sales process
3. **Electricity Agreements:** 30-Days after receiving their first bill under the agreement
4. **Moves:** if the consumer permanently moves to another location
5. **With Another Supplier:** If the consumer's new contract term with Just Energy overlaps with another supplier's existing contract term, and the consumer subsequently requests cancellation of Just Energy's agreement during the term that would have been remaining on the original supplier's contract
6. **Incomplete Agreement or non-compliant agreement:** if the agreement, disclosure form, or the price comparison forms are not fully and accurately completed, or are not compliant with the regulations.
7. **Unfair Practice:** if the supplier or anyone acting on the behalf of the supplier engages in unfair practices
8. **Natural Gas agreement** which has been Automatically Renewed; the customer may cancel the renewal at anytime without paying exit fees.

Where a supplier's agreement provides for the payment of Exit Fees in the case of early agreement termination, the supplier may not charge a consumer more than the prescribed amounts:

Gas Capped Cancellation Fees:

a) $100/year remaining on agreement term if customer's last 12 month consumption is less than 3,500 m3/year.
b) $0.05 m3 on unused consumption, for the remaining agreement term, if consumption is greater than 3,500 m3/yr.

Electricity Capped Cancellation Fees:

a) $50/year remaining on agreement term if customer's last 12 month consumption is less than 15,000 kWh/yr.
b) 1.5 cents per kWh on unused consumption, for the remaining agreement term, if consumption is greater than 15,000 kWh/yr.

Review

- All customers have a 10-day cooling off period in which to cancel the agreement without fees
- In the case of an electricity agreement customers have an extended cancellation right of up to 30 days after the issuance of their first bill without fees
- Customers may cancel an agreement at any time without fees if an unfair practice has taken place
- In all cases the supplier must process the cancellation within 10 days of notification from the customer
- If the customer moves location exit fees cannot be applied
- The customer can cancel without penalty if the contract, Disclosure Statement or Price Comparison Form were not fully and accurately completed
- If a typical natural gas residential customer decides to cancel a valid agreement the energy supplier may not charge more than $100 per remaining year left on the agreement or $50 for year remaining for electricity
- In the case of a Contest the existing supplier must notify the customer within 5 days of fees payable or due under the contract in the case of cancellation.

Section 7 - Verification

Both the Regulation under the ECPA and section 4 of the OEB Code of Conduct outline the Verification requirements. In summary:

1. All door-to-door energy retail agreements need to be verified by the consumer before the transfer request to the new supplier is sent to the LDC.
2. The verification must be completed between the 10th day and 45th day after the consumer is left with a text-based copy of the agreement.
3. Verification can only be done by telephone on a recorded call. The recording of the verification call has associated with it a verifiable date and time stamp.
4. The verification call can only be completed by a person who is not compensated for the outcome.
5. Required to use an OEB standard verification script. The script must be read verbatim.
6. Only the account holder/agent of the account holder can complete the verification.
7. If the consumer has notified a supplier that they do not wish to verify an agreement, the supplier cannot subsequently contact the consumer again to verify that an agreement thereafter.

The verification call confirms the following details:

The Verification process ensures that the consumer understands the details of the agreement and by confirming some details such as:

- That the call is being recorded
- They have the right to obtain a copy of the verification call recording within 10 days from requesting a copy
- Need to confirm they have received a copy of the agreement, Disclosure Statement, and Price Comparison
- The price and term of the agreement, and that they wish to continue with the agreement
- Entering into the agreement is voluntary and review customer cancellation rights; Savings is not guaranteed
- By entering into the agreement the Supplier will be your new supplier for the commodity

Verification Agent Responsibilities on the call:

- Only use the applicable script approved for that purpose by the OEB.
- Do not deviate from the applicable OEB approved script except:
  - To provide a factual answer to a question from the consumer
  - To provide a factual clarification where the consumer has indicated that he or she does not understand a statement made by the verification representative, and
  - When required, to terminate the call
  - Except where expressly permitted by the terms of the applicable OEB approved script; where the script calls for a yes or no answer from the consumer
  - The verification representative shall terminate the verification call If the consumer; does not provide a clear affirmative response
- Cannot make any statements of a promotional nature about the products, services or business of the supplier
  - If the Verification agent is advised by the consumer of an unfair sales practice or; has reason to believe that an unfair sales practice occurred at any time during the sale process; the Verification agent cannot continue with the call
  - The verification agent is required to advise the consumer of the reason for ending the call. The verification agent is required to advise the supplier of the unfair practice allegation

Review

- The verification must be completed before the enrolment transfer request is sent to the LDC
- The account holder, their spouse, or their common law spouse can complete the verification on behalf of the customer
- The script for the verification call is standard for all Ontario energy suppliers;
- The verification agent can only deviate from the applicable OEB approved script to provide a factual answer for the small volume consumer and when required, must terminate the call
- Verification agents are not allowed to:
  - Mislead the customer with promotional offers
  - Ignore statements that suggest an unfair practice has occurred
  - Deviate from the script in certain circumstances

Sample New Agreement Verification Script

Verification Call Script – Electricity

Outbound Introduction

1. "Good [morning / afternoon / evening], my name is [verification representative's name] and I am calling on behalf of [retailer name]".

2. "May I please speak with [account holder name]"? Y/N

   If yes – "May I please confirm that you are the electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity supply for this [residence / business]"? Y/N

   If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [retailer name], my name is [verification representative's name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [retailer name] for the provision of your electricity"? Y/N

   If no, the verification representative may either end the call or transfer the call to the correct department at the retailer to deal with the consumer's enquiry.

2. "May I please confirm that you are the electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions in regards to the electricity supply for this [residence / business]"? Y/N

   If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear to have the authority to verify the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to verify that you would like to continue with a contract with [retailer name] for the provision of your electricity and to go over certain key terms of the contract you signed on [date]".

7. "We are allowed to contact you to verify the contract between 10 and 45 days after you received a written copy of the contract that you signed".

8. "Please note that you are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any cancellation fees and that the supply of your electricity will not be interrupted"? Y/N

9. "Our records state that you received and signed a written copy of the contract on [date] for a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

   If based on the date of receipt of the contract, verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Retailername] is required to provide you with a disclosure statement and a price comparison document that contain important information about electricity contracts. Did you receive and sign a copy of the disclosure statement and the price comparison document"? Y/N

    If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

    If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract, [retailer name] will become your electricity supplier"? Y/N

12. "Do you understand that [retailer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

    If no, the verification representative must explain the independence of the retailer.

13. "Pleasenote that, if you verify this contract today and cancel it more than 30 days after you receive your first bill under the contract, you may have to pay a cancellation fee".

14. "You should also be aware that energy cost savings under this contract are not guaranteed".

15. "Do you agree to verify this contract and proceed with the purchase of electricity under the contract for a term of [x] years at a price of [price details]"? Y/N

No – consumer wants more time - If the consumer states that they do not wish to verify their electricity contract today as they need more time to make a decision as to whether or not to proceed with the contract, the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated.

No – consumer does not want to verify the contract - If the consumer states that they do not wish to verify their electricity contract, the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the retailer of the consumer's choice not to verify the contract.

16. Read if a green energy or other available contract option was selected by the consumer – "Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct"? Y/N

    If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. "If you change your mind, you may notify [retailer name] that you want to cancel the contract at any time up to 30 days after you receive your first bill under the contract. You will have to pay that bill, but you will not have to pay any cancellation fees or penalties. You will then receive your electricity supply from your utility with no interruption in service".

18. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

19. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

20. "I would also like to confirm that your electricity account number is [account number]. Is this correct"? Y/N

    If no, ensure correct account number is recorded.

21. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

22. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

    If the consumer requests a copy of the call recording during the call, the verification representative must inform the retailer of the request.

23. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

24. "Thankyou for your time. You should notice the [retailer name] name and our toll free number appear on your electricity bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]".

Verification Call Script – Natural Gas

Outbound Introduction

1. "Good [morning / afternoon / evening], my name is [verification representative's name] and I am calling on behalf of [gas marketer name]".

2. "May I please speak with [account holder name]"? Y/N

   If yes – "May I please confirm that you are the natural gas account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]"? Y/N

   If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [gas marketer name], my name is [verification representative's name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [gas marketer name] for the provision of your natural gas"? Y/N

   If no, the verification representative may either end the call or transfer the call to the correct department at the gas marketer to deal with the consumer's enquiry.

2. "May I please confirm that you are the natural gas account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions in regards to the natural gas supply for this [residence / business]"? Y/N

   If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear

to have the authority to verify the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to verify that you would like to continue with a contract with [gas marketer name] for the provision of your natural gas and to go over certain key terms of the contract you signed on [date]".

7. "We are allowed to contact you to verify the contract between 10 and 45 days after you received a written copy of the contract that you signed".

8. "Please note that you are under no obligation to verify this contract. Do you understand that if you choose not to verify this contract, you will not have to pay any cancellation fees and that the supply of your natural gas will not be interrupted"? Y/N

9. "Our records state that you received and signed a written copy of the contract on [date] for a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

   If based on the date of receipt of the contract, verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Gas marketer name] is required to provide you with a disclosure statement and a price comparison document that contain important information about natural gas contracts. Did you receive and sign a copy of the disclosure statement and the price comparison document"? Y/N

    If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

    If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract, [gas marketer name] will become your natural gas supplier"? Y/N

12. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

    If no, the verification representative must explain the independence of the gas marketer.

13. "Please note that if you cancel this contract after you have verified the contract today, you may have to pay a cancellation fee".

14. "You should also be aware that energy cost savings under this contract are not guaranteed".

15. "Do you agree to verify this contract and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details]"? Y/N

    No – consumer wants more time - If the consumer states that they do not wish to verify their natural gas contract today as they need more time to make

a decision as to whether or not to proceed with the contract, the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated.

No – consumer does not want to verify the contract - If the consumer states that they do not wish to verify their natural gas contract, the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the gas marketer of the consumer's choice not to verify the contract.

16. Read if a green energy or other available contract option was selected by the consumer – "Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct"? Y/N

    If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

18. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

19. "I would also like to confirm that your natural gas account number is [account number]. Is this correct"? Y/N

    If no, ensure correct account number is recorded.

20. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

21. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

    If the consumer requests a copy of the call recording during the call, the verification representative must inform the gas marketer of the request.

22. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

23. "Thankyou for your time. You should notice the [gas marketer name] name and our toll free number appear on your natural gas bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]".

Verification Call Script – Natural Gas and Electricity

Note: In this script, the term "supplier" is used to refer to the gas marketer / electricity retailer.

Outbound Introduction

1. "Good [morning/ afternoon / evening], my name is [verification representative's name] and I am calling on behalf of [supplier name]".

2. "May I please speak with [account holder name]"? Y/N

   If yes – "May I please confirm that you are the natural gas and electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas and electricity supply for this [residence / business]"? Y/N

   If no, the verification representative may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [supplier name], my name is [verification representative's name]. Can I please confirm that you are calling to verify that you would like to proceed with a contract with [supplier name] for the provision of your natural gas and electricity"? Y/N

   If no, the verification representative may either end the call or transfer the call to the correct department at the supplier to deal with the consumer's enquiry.

2. "May I please confirm that you are the natural gas and electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions in regards to the natural gas and electricity supply for this [residence / business]"? Y/N

   If no, the verification representative shall indicate to the consumer that the verification process cannot proceed because the consumer does not appear

to have the authority to verify the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the verification representative can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the verification representative knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the verification representative must explain to the consumer the reason for not proceeding with the verification process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the verification representative shall explain to the consumer why the verification process cannot proceed. The verification representative may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to verify that you would like to continue with a contract / contracts with [supplier name] for the provision of your natural gas and electricity, and to go over certain key terms of the contract / contracts you signed on [date]".

7. "We are allowed to contact you to verify this contract / these contacts between 10 and 45 days after you received a written copy of the contract / contracts that you signed".

8. "Please note that you are under no obligation to verify this contract / these contracts. Do you understand that if you choose not to verify this contract / these contracts you will not have to pay any cancellation fees and that the supply of your natural gas and electricity will not be interrupted"? Y/N

9. "Our records state that you received and signed a written copy of the contact / written copies of the contracts on [date]. The contract details for natural gas are a term of [x] years at a price of [price details]. The contract details for electricity are a term of [x] years at a price of [price details]. Can you please confirm that this is correct"? Y/N

   If based on the date of receipt of the contract(s), verification is occurring outside of the 10-45 day window, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

10. "[Supplier name] is required to provide you with disclosure statements and price comparison documents that contain important information about natural gas and electricity contracts. Did you receive and sign a copy of the disclosure statements and the price comparison documents"? Y/N

    If the consumer does not recall whether they received and signed the documents, the verification representative may offer to send a copy of the signed documents to the consumer by email or other means of delivery. The verification representative may also ask the consumer if there is a convenient time to call again once the copies of the documents have been received by the consumer, but otherwise the call must then be terminated.

    If the consumer indicates that they did not receive and sign the documents, the verification representative must explain to the consumer why the verification process cannot proceed, and the call must then be terminated.

11. "Do you understand that if you verify this contract / these contracts, [supplier name] will become your natural gas and electricity supplier"? Y/N

12. "Do you understand that [supplier name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

    If no, the verification representative must explain the independence of the supplier.

13. "Please note that if you cancel this contract / these contracts after you have verified the contract / these contracts today, you may have to pay a cancellation fee".

14. "You should also be aware that energy cost savings under this contract / these contracts are not guaranteed".

15. "Do you agree to verify this contract / these contracts and proceed with the purchase of natural gas under the contract for a term of [x] years at a price of [price details] and electricity for a term of [x] years at a price of [price details]"? Y/N

    No - consumer wants more time - If the consumer states that they do not wish to verify the natural gas / electricity contract(s) today as they need more time to make a decision as to whether or not to proceed with the contract(s), the verification representative may ask if there is a convenient time when the verification representative may call back but otherwise the call must be terminated. Where there is one contract for natural gas and another for electricity and the consumer wishes to defer a decision on one contract only but continue with the call for the other, the verification representative may continue with the call in respect of the contract for which the consumer is willing to proceed.

    No – consumer does not want to verify the contract(s) - If the consumer states that they do not wish to verify the natural gas / electricity contract(s), the verification representative may thank the consumer for their time but otherwise the call must be terminated and the verification representative must inform the supplier of the consumer's choice not to verify the contract(s). Where there is one contract for natural gas and another for electricity and the consumer states that they do not wish to verify one of the contracts but they wish to proceed with the other, the verification representative may continue the call in respect of the contract for which the consumer is willing to proceed, and must inform the supplier of the consumer's choice not to verify the other contract.

16. Read if a green energy or other available contract option was selected by the consumer – "Also, you have selected [option and price details] for a total contract price of [price details]. Is this correct"? Y/N (Repeat for both natural gas and electricity if applicable).

    If the consumer states that they no longer wish to have the additional option(s), the verification representative must then confirm that the consumer is only verifying the contract and price details in 15 above.

17. "For your electricity contract only, if you change your mind, you may notify [supplier name] that you want to cancel the electricity contract at any time up to 30 days after you receive your first bill under the contract. You will have to pay that bill, but you will not have to pay any cancellation fees or penalties. You will then receive your electricity supply from your utility with no interruption in service".

18. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

19. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

20. "I would also like to confirm that your natural gas account number is [account number]. Is this correct"? Y/N "And your electricity account number is [account number]. Is this correct"? Y/N

    If no, ensure correct account number(s) are recorded.

21. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

22. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

    If the consumer requests a copy of the call recording during the call, the verification representative must inform the supplier of the request.

23. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

24. "Thank you for your time. You should notice the [supplier name] name and our toll free number appear on your natural gas bill in [x] days and on your electricity bill in [x] days. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your contract. Alternatively you can call us at our toll free number which is [number]".

Section 8 – Agreement Renewals and Extensions

Ontario Regulations outline the rules for the renewal or extension of an existing agreement.

The following rules apply for renewal or extension packages sent to small volume consumers:

Prior to the expiry of an existing agreement a supplier must provide renewal information to a customer if the supplier wishes to offer the customer an option to renew their agreement

The supplier needs to send the renewal package to the customer between 120 and 60 days before the expiry of the current agreement.

Package will Include:

- Proposed agreement
- Disclosure Statement(s) & Price Comparison Form(s)
- Renewal Form

The new term and pricing are the only changes allowed for the renewal of an agreement.

Automatic Renewal

- In the case of electricity agreements a supplier is not allowed to offer an automatic renewal
- However; a natural gas agreement may be automatically renewed in accordance with the following conditions
  - Maximum term for automatic renewal is one year
  - The renewal price may not be higher than the price of the current agreement
  - Customer or supplier can cancel the renewed gas agreement anytime without penalty
  - Agreement may only be automatically renewed once only and for a term of up to 1 year

Renewal Cancellation Rights:

- 14 days after accepting the renewal agreement
- Can be provided by phone or in writing.
- If by phone
  - the supplier is required to send written confirmation of the cancellation to the customer.

Following the receipt of the Renewal Package, if the consumer notifies Just Energy that they do not wish to renew or extend an agreement, whether as part of a renewal or extension call or by separate notice, Just Energy cannot contact the customer for the purpose of obtaining the renewal or extension of that agreement.

Within the last year of an agreement but prior to receipt of the Renewal Package, if a customer notifies JE that they do not wish to renew or extend the agreement, JE shall not renew or extend the agreement unless we remind the customer of the notice of non-renewal or non-extension as part of the agreement renewal or extension process, and obtain positive acceptance of the renewed or extended agreement from the customer.

Review

- Renewal or extension packages sent to customers must include:
  - The proposed agreement
  - Disclosure Statement
  - Price Comparison Form and Renewal Form, including Just Energy's toll free number
- Customers will receive the renewal or extension package between 120 and 60 days before their current agreement expires
- In the case of a natural gas agreement it will be automatically renewed if the customer does not notify Just Energy otherwise
- There are no automatic renewals for electricity
- Verification agents should follow the renewal and extension scripts
- The new term and pricing are the only changes allowed for the renewal of an agreement
- Cancellation rights for renewed agreements
  - No cancellation penalties apply throughout the term of a gas agreement that has been automatically renewed
  - The customer can cancel their Natural Gas and Electricity renewal agreement up to 14 days after they agree to it
  - If canceling by phone: the supplier is required to send written confirmation of the cancellation

Sample Renewal or Extension Verification Script

Contract Renewal / Extension Call Script – Electricity

Outbound Introduction

1. "Good morning / afternoon / evening, my name is [salesperson's name] and I am calling on behalf of [retailer name]".

2. "May I please speak with [account holder name]"? Y/N

   If yes – "May I please confirm that you are the electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the electricity supply for this [residence / business]"? Y/N

   If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [retailer name], my name is [salesperson's name]".

2. "May I please confirm that you are the electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions in regards to the electricity supply for this [residence / business]"? Y/N

   If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to see if you would like to [renew / extend] your contract with [retailer name] for the provision of your electricity supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [retailer name]".

7. "[Retailer name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options. This offer also included a disclosure statement, a price comparison document and a copy of the new contract that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [retailer name] containing all of these items"? Y/N

   If no, the salesperson may confirm the consumer's name and address details and must explain to the consumer why the renewal / extension process cannot proceed. The call must then be terminated. No further renewal /

extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract, [retailer name] will continue to be your electricity supplier"? Y/N

9. "Do you understand that [retailer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

   If no, the salesperson must explain the independence of the retailer.

10. "Please be aware that if you cancel the [renewed /extended] contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".

11. "You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed".

12. <u>If multiple renewal price and contract terms were offered</u> – "The renewal offer that [retailer name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

    If yes, the salesperson must ask which offer the consumer wishes to accept if it is not clearly identified by the consumer, and then proceed as follows: "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [retailer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

    <u>If a single renewal price and contract term was offered</u> - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [retailer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

    No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their electricity contract today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back but otherwise the call must then be terminated.

    No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their electricity contract, the salesperson may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the retailer of the consumer's choice not to renew / extend the contract.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [retailer name] that you no longer wish to have your electricity contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your electricity will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

    If the consumer requests a copy of the call recording during the call, the salesperson must inform the retailer of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

19. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".

Contract Renewal / Extension Call Script – Natural Gas

Outbound Introduction

1. "Good morning / afternoon / evening, my name is [salesperson's name] and I am calling on behalf of [gas marketer name]".

2. "May I please speak with [account holder name]"? Y/N

   If yes – "May I please confirm that you are the natural gas account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas supply for this [residence / business]"? Y/N

   If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [gas marketer name], my name is [salesperson's name]".

2. "May I please confirm that you are the natural gas account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions about the natural gas supply for this [residence / business]"? Y/N

   If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to see if you would like to [renew / extend] your contract with [gas marketer name] for the provision of your natural gas supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [gas marketer name]".

7. "[Gas marketer name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form which outlines important information about the [renewal / extension] of your contract and your contract [renewal / extension] options. This offer also included a disclosure statement, a price comparison document and a copy of the new contract that will apply if you choose to [renew / extend] the contract. Did you receive a copy of the [renewal / extension] offer from [gas marketer name] containing all of these items"? Y/N

   If no, the salesperson may confirm the consumer's name and address details and must explain to the consumer why the renewal / extension process cannot proceed. The call must then be terminated. No further renewal /

extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract, [gas marketer name] will continue to be your natural gas supplier"? Y/N

9. "Do you understand that [gas marketer name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

   If no, the salesperson must explain the independence of the gas marketer.

10. "Please be aware that if you cancel the [renewed / extended] contract more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".

11. "You should also be aware that energy cost savings under the [renewed / extended] contract are not guaranteed".

12. <u>If multiple renewal price and contract terms were offered</u> – "The renewal offer that [gas marketer name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

    If yes, the salesperson must ask which offer the consumer wishes to accept if it is not clearly identified by the consumer, and then proceed as follows: "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

    <u>If a single renewal price and contract term was offered</u> - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [gas marketer name] provided to you for a term of [x] years at a price of [price details]"? Y/N

    No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their natural gas contract today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back. If auto renewal is an option the salesperson must also remind the consumer that if they do nothing to either renew / extend or cancel the contract, they will be automatically renewed, but otherwise the call must then be terminated.

    No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their natural gas contract, the salesperson

may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the gas marketer of the consumer's choice not to renew / extend the contract.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [gas marketer name] that you no longer wish to have your natural gas contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your natural gas will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

    If the consumer requests a copy of the call recording during the call, the salesperson must inform the gas marketer of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

19. "Thank you for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".

Contract Renewal / Extension Call Script – Natural Gas and Electricity

Note: In this script, the term "supplier" is used to refer to the gas marketer / electricity retailer.

Outbound Introduction

1. "Good morning / afternoon / evening, my name is [salesperson's name] and I am calling on behalf of [supplier name]".

2. "May I please speak with [account holder name]? Y/N

   If yes – "May I please confirm that you are the natural gas and electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Is there an individual with specific authorization from the account holder who is able to make decisions in regards to the natural gas and electricity supply for this [residence / business]"? Y/N

   If no, the salesperson may ask the consumer if there is a more convenient time to call, but otherwise the call must be terminated.

Inbound Introduction

1. "Thank you for calling [supplier name], my name is [salesperson's name]".

2. "May I please confirm that you are the natural gas and electricity account holder"? Y/N

   If no - "Are you the spouse of the account holder"? Y/N

   If no – "Are you specifically authorized by the account holder to make decisions about the natural gas and electricity supply for this [residence / business]"? Y/N

   If no, the salesperson shall indicate to the consumer that the renewal / extension process cannot proceed because the consumer does not appear to have the authority to renew / extend the contract, and the call must then be terminated.

All calls

3. "Are you comfortable for this call to proceed in English"? Y/N

   If no – "Is there someone present that speaks English and can assist you with this call"? Y/N

   If no – "Is there a more convenient time when we can call back when there will be someone that speaks English and can assist you with this call"? Y/N

   If yes, the salesperson can confirm the arranged time and end the call thanking the consumer for their time.

   If no, the call must be terminated. The call must also be terminated if the salesperson knows or ought to know that the consumer is not reasonably able to protect his or her interests by reason of inability to understand English. In this case, before terminating the call the salesperson must explain to the consumer the reason for not proceeding with the renewal / extension process.

4. "Just to let you know, this call is being recorded for regulatory and quality control purposes. Are you comfortable with this call being recorded"? Y/N

   If no, the salesperson shall explain to the consumer why the renewal / extension process cannot proceed. The salesperson may ask the consumer if there is a more convenient time to call again, but otherwise the call must then be terminated.

5. "Today's date is [date]".

6. "The purpose of this call is to see if you would like to [renew / extend] your contract(s) with [supplier name] for the provision of your natural gas and electricity supply and to go over certain key terms and conditions of the [renewal / extension] offer you recently received from [supplier name]".

7. "[Supplier name] sent you a [renewal /extension] offer on [date]. This [renewal / extension] offer included a [renewal / extension] form / [renewal / extension] forms which outline(s) important information about the [renewal / extension] of your contract(s) and your contract [renewal / extension] options. This offer also included disclosure statements, price comparison documents and a copy of the new contract(s) that will apply if you choose to [renew / extend] the contract(s). Did you receive a copy of the [renewal / extension] offer from [supplier name] containing all of these items"? Y/N

   If no, the salesperson may confirm the consumer's name and address details and must explain to the consumer why the renewal / extension process

cannot proceed. The call must then be terminated. No further renewal / extension call may be made until a compliant renewal / extension package has been issued to the consumer.

8. "Do you understand that if you choose to [renew / extend] your contract(s), [supplier name] will continue to be your natural gas and electricity supplier"? Y/N

9. "Do you understand that [supplier name] is not your utility, and is not associated with the Ontario Energy Board or the Government of Ontario"? Y/N

   If no, the salesperson must explain the independence of the supplier.

10. "Please be aware that if you cancel the [renewed / extended] contract / these [renewed / extended] contracts more than 14 days after you have [renewed / extended] today, you may have to pay a cancellation fee".

11. "You should also be aware that energy cost savings under the [renewed / extended] contract(s) are not guaranteed".

12. <u>If multiple renewal price and contract terms were offered</u> – "The renewal offer that [supplier name] sent to you contained [provide consumer with details of renewal offers]. Would you like to proceed with the [renewal / extension] of one of these offers"? Y/N

    If yes, the salesperson must ask which offers the consumer wishes to accept if they are not clearly identified by the consumer, and then repeat for both natural gas and electricity contract offers - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [supplier name] provided to you for a term of [x] years at a price of [price details]"? Y/N

    <u>If a single renewal price and contract term was offered</u> - "Do you agree to proceed with the [renewal / extension] of your contract with the changes described in the [renewal / extension] offer that [supplier name] provided to you for a term of [x] years at a price of [price details]"? Y/N – repeat for both natural gas and electricity contract offers.

    No – consumer states they want more time - If the consumer states that they do not wish to renew / extend their natural gas and electricity contract(s) today as they need more time to make a decision as to whether or not to proceed with the renewal / extension, the salesperson may ask if there is a convenient time when the salesperson may call back. If auto renewal is an option the salesperson must also remind the consumer that in regards to their gas contract only, if they do nothing to either renew / extend or cancel the

contract they will be automatically renewed, but otherwise the call must then be terminated.

Where there is one renewal / extension offer for natural gas and another for electricity and the consumer wishes to defer a decision on one renewal / extension offer only but continue with the call for the other, the salesperson may continue with the call in respect of the renewal / extension for which the consumer is willing to proceed.

No – consumer does not want to renew/extend - If the consumer states that they do not wish to renew / extend their natural gas and electricity contract(s), the salesperson may thank the consumer for their time but otherwise the call must be terminated and the salesperson must inform the supplier of the consumer's choice not to renew / extend the contract(s). Where there is one renewal / extension offer for natural gas and another for electricity and the consumer states that they do not wish to proceed with one of the renewal / extension offers but they wish to proceed with the other, the salesperson may continue the call in respect of the renewal / extension for which the consumer is willing to proceed, and must inform the supplier of the consumer's choice not to proceed with the other renewal / extension.

13. "May I please confirm that I have the correct spelling of your name [consumer name]"? Y/N

    If no, ensure the correct spelling is recorded.

14. "May I please confirm that I have the correct spelling of your address [consumer address]"? Y/N

    If no, ensure the correct spelling is recorded.

15. "For our records, can you please confirm that the best telephone number to reach you is [consumer telephone number]"?

    If no, ensure the correct telephone number is recorded.

16. "Please note that if you change your mind, you have 14 days from today to notify [supplier name] that you no longer wish to have your natural gas and electricity contract [renewed / extended]. You will then become a customer of your utility when your current contract expires and the supply of your natural gas and electricity will not be interrupted".

17. "You are entitled to request a copy of this call recording today or on a later date. If you ask for a copy of this call recording, we must send it to you within 10 days of your request".

If the consumer requests a copy of the call recording during the call, the salesperson must inform the supplier of the request.

18. "You can also obtain further information about energy contracts, energy prices and your rights and obligations as an energy consumer from the Ontario Energy Board. Would you like the Ontario Energy Board's website address or toll-free number"? Y/N

    If yes, provide the Board's contact details.

19. "Thankyou for your time. If you have questions or you wish to request a copy of the recording of this call, please contact us at the contact information provided on your [renewal / extension] form. Alternatively you can call us at our toll free number which is [number]".

THIS IS EXHIBIT "94" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Just Energy Ontario L.P.'s Response to Ontario Energy Board Staff Supplementary Information Request Received on April 7, 2014

April 22, 2014

Private, Confidential & Proprietary – Not for Public Distribution

1. Sales brochures and sales scripts

Ref: A1 OECP_brochure_03072013-PRESS_Exhibitl.pdf,
A1.1 OECP_brochure 05142013-PRESS_Exhibit2.pdf,
A1.2 ON_DUAL_RATEESCAPE_PREDTBLL_MAR_22_2013_Exhibit3.pdf,
A1.3 ON DUAL MYENERGY PREDTBILL_EN_MAR_22_2013_Exhibit4.pdf,
A1.4 Just Energy Sales Scripts_Exhibit9.

Just Energy's sales brochures and sales scripts for its conservation program, predict-a-bill, myenergy, and rate escape products, make statements to consumers that they can receive both electricity and natural gas protection, stability, predictability.

a) Will a consumer who enrolls in an above-referenced Just Energy contract receive a price or financial advantage or a cost saving from doing so? If "yes", please explain, providing specific supporting data.

RESPONSE: While Just Energy does not promise that consumers who enroll in its contracts will receive cost savings in its marketing efforts, consumers who do enroll in its contracts could potentially experience costs savings under certain conditions. As Board Staff is aware, Just Energy's contract offerings include a fixed priced offer. Not uncommon to the mortgage industry, should the volatile energy prices ("utility rate") surpass Just Energy's fixed price, consumers would experience costs savings over what they would have paid with their utility company for that period of time.

b) If the answer to (a) above is "no", please explain how enrollment in a Just Energy contract provides a consumer with protection, stability and predictability.

RESPONSE: Just Energy's Conversation and Predict-A-Bill program both offer flat costs per month for supply that do not vary with consumption. The monthly price is static regardless of a consumer's level of consumption. During the recent cold weather, which was 20% higher than normal, consumers on this product had no change in the cost of the supply portion of their bill even though their consumption increased.

Just Energy's MyEnergy product is an electricity variable price product that has a capped component to the rate. The Rate Escape program is a product feature as opposed to a product wherein we offer to pay the exit fees a consumer may incur from their existing supplier should they choose Just Energy as their supplier.

The products mentioned above protects consumer supply prices from volatility they would experience in the open market, provides consumer with stability in their energy prices, and allows consumers to predict the cost of their energy supply. These features allow Just Energy consumers to budget their energy costs more effectively.

Private, Confidential & Proprietary – Not for Public Distribution

Just Energy is of the view that these statements accurately reflect the features of the above noted Just Energy product offerings.

c) Indicate the start and, if applicable, end date(s) that the above statements have been used in marketing contract offers.

RESPONSE: Please see below the start and end dates that the statements protection, stability or predictability were used in Just Energy's marketing materials:

- Conservation brochure- April 2013 to present
- Predict-A-Bill brochure-October 2012 to August 2013
- MyEnergy Electricity- October 2012 to August 2013
- RateEscape-January 2013 to present

d) Do the terms of Just Energy's contracts provide Just Energy with the right to cancel the contracts? If "yes", describe under what circumstances.

RESPONSE: Just Energy's terms and conditions do set out its rights to cancel consumer contracts beyond verification from the consumer and acceptance from the utility. Just Energy's general business practice is to cancel contracts if they have expired or upon a consumer's request.

Kindly see below section of Just Energy's terms and conditions that set out its rights to cancel consumer contracts:

OECP: Section etc.....

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 address 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.

Private, Confidential & Proprietary – Not for Public Distribution

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

Private, Confidential & Proprietary – Not for Public Distribution

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.

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

Private, Confidential & Proprietary – Not for Public Distribution

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.

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.

Private, Confidential & Proprietary – Not for Public Distribution

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.

Private, Confidential & Proprietary – Not for Public Distribution

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.

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.

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.

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.

Private, Confidential & Proprietary – Not for Public Distribution

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

Private, Confidential & Proprietary – Not for Public Distribution

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.

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.

Private, Confidential & Proprietary – Not for Public Distribution

THIS IS EXHIBIT "95" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Control
ANI Investigation
Multiple reaffirmation report
TPV process
Criminal Background checks
Out of Country IP Addresses (Momentis)
5+ Customers per IR
Multi Use IP

3343

Sit out process
Senior policy
Master Termination List
Permit process
Trending Analysis
Fraud protocol
IR blacklist (Momentis)

Description
Just Energy business rules do not allow Independent Contractors ("ICs") and Sales Representatives ('SRs") to use their own personal cellphone to complete customer verification calls. In addition, in some markets ICs and/or Sales Representatives are not allowed to remain at the customer's premise during a verification call and/or return to the customer's premise after the verification call has been successfully completed. In order to ensure business rules are being adhered to and to prevent fraudulent/suspicious marketing activity, the ANI Report was created to flag enrollments that were completed using the same ANI more than once for single fuel submissions and more than twice for dual fuel submissions. Additionally, the ANI report flags enrollments that were completed using a phone number belonging to an IC/SR.
On a weekly basis, a report outlining multiple attempts to complete a verification call from the same phone number and for the same consumer is run. If it is determined that either of the following scenarios occurred, CCR implements consequences (termination) per the compliance matrix: • Consumer is unauthorized on the initial call (call gets denied) and becomes authorized on the 2nd call (same consumer), • Consumer had a language barrier and was the account holder on the initial call (call gets denied) and on the 2nd call a different person completes the call without a language barrier • Consumer is elderly (75+) on the initial call (call gets denied) and below 75+ on the 2nd call (same consumer)
Every door to door contract is verified via a third party verification (TPV) call. The verification call is interactive and requires an affirmative response from the consumer to proceed. If the consumer does not answer affirmatively, the verification call is denied and a complaint is proactively logged against the sales representative for investigation by CCR.
We complete background checks on all IC's. Contractors are then required to sign the ICA as well as a compliance matrix certification. All contracts submitted in "bad faith" are subject to 100% claw-back.
We scrub through all IP's located on the multi use IP and 5+ reports. If there is an out of country IP used to enroll any customer, the IR is suspended and the result is dependent on the investigation.
A report is generated in Camelot daily. Each day, new enrollments are added to a master spreadsheet to be worked. All IR's who have more than 5 customer enrollments are added to this report. We investigate to determine if the enrollments are legitimate and not being completed by the IR. If it is determined that the TPV calls are not being completed by the customer, action is to suspend the IR accordingly.
A report is generated in Camelot daily. Each day that there are new enrollments generated from the same IP address, they are investigated to ensure that the enrollments are legitimate and the TPV calls are not being completed by the IR. An email is sent to the IR to address the issue of multiple enrollments coming from the same IP.

The sit out process is designed to support continued improvement in quality and performance of the Sales Representatives, and support the Company's expectations of Gold Standard Customer Experience and its values of Honesty, Integrity and Trustworthiness. Specifically, it is designed to (i) capture all Sales Representative-related complaints received within the past 24 hours of issuance of the Report, and (ii) identify any Sales Representatives who have received customer complaints, in pre-determined complaint categories, during the preceding 24 hour period. This Report and related process facilitates the immediate 24 hour "Sit Out" from marketing of those identified Sales Representatives, allowing the Regional Distributor to focus retraining and corrective support to those individuals for a minimum of 24 hours
Senior solicitation policy consist of sales agents being prohibited from enrolling consumers 75+ years of age. Consumers 75+ years of age will still have the ability to take advantage of our program(s); however, not via the door to door sales channel. Only via internal sales (CS).
On a monthly basis, JE issues a report of compliances related terminations. All sales channels scrubs the list to ensure, terminated IC's are not re-engaged by other JE entities.
Obtaining bonds, permits and liability insurance are crucial parts to our day to day compliance in marketing door to door. As North America's largest energy retailer, it is absolutely mandatory for us to have the appropriate permits to market. A validation process is being implemented to verify that marketing activity was conducted in accordance to the applicable municipality bylaws as well as ensure that the sales offices have a comprehensive database to obtain permit requirements
Part of the CCR Specialist role is to identify offices and IC's that are trending in certain complaint categories and take appropriate remedial action (manual penalties, re training, shadowing, suspension, etc..) to correct behavior. The Compliance matrix processes complaints of "verified" nature, however, trending analysis is completed to identify trends that the compliance matrix doesn't such as "indeterminable" cases.
Fraud protocol is issued when a fraud complaint is verified. The company proactively issues letters via mail to all consumers enrolled by the sales representative that was found guilty of fraud, inviting them to contact the company with any concerns related to fraud pertaining to their enrollment. All consumer accounts are noted and consumer that make contact with the company as a result of the protocol letter are allowed to cancel their contracts without exit fees.
When an allegation of disputed enrollment is received against a Momentis IR, the IR is suspended from marketing pending investigation and is added to a "blacklist" which holds all enrollments pending the results of the investigation in the case that the IR continues to market

THIS IS EXHIBIT "96" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Nola Ruzycki[nruzycki@justenergy.com]
From: Frances Murray
Sent: Mon 03/03/2014 4:07:32 PM
Importance: Normal
Subject: Re: Request for Information – In Person Sales Inspection
MAIL_RECEIVED: Mon 03/03/2014 4:07:33 PM

Yes sent him a separate email on that. I'm requesting a time period

Sent from Samsung Mobile

-------- Original message --------
From: Nola Ruzycki
Date:03/03/2014 2:55 PM (GMT-05:00)
To: Frances Murray
Subject: RE: Request for Information – In Person Sales Inspection

He also asked for Inactive.

From: Frances Murray
Sent: Monday, March 03, 2014 12:34 PM
To: Lou Mustillo; Nola Ruzycki
Cc: Chris Marijan; Barbara Robertson
Subject: RE: Request for Information – In Person Sales Inspection

Hi Lou,

There are a total of 150 ICs and 303 IRs currently active.

Let me know if you need anything else.

Take care,

Frances Murray

Just Energy

From: Lou Mustillo [mailto:Lou.Mustillo@ontarioenergyboard.ca]
Sent: Friday, February 28, 2014 11:20 AM
To: Nola Ruzycki
Cc: Chris Marijan; Barbara Robertson; Frances Murray
Subject: RE: Request for Information – In Person Sales Inspection

Hi Nola,

Would you please let us know the total number of ICs & IRs both active and inactive? We'd appreciate a response as soon as possible.

Thanks

Lou

From: Nola Ruzycki [mailto:nruzycki@justenergy.com]
Sent: January-28-14 11:26 AM
To: Lou Mustillo
Cc: Chris Marijan; Barbara Robertson; Frances Murray
Subject: FW: Request for Information – In Person Sales Inspection

Lou,

We have a separate agreement for Regional Distributors that is attached.

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 | Enrichment | 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: Lou Mustillo [mailto:Lou.Mustillo@ontarioenergyboard.ca]
Sent: Tuesday, January 28, 2014 7:24 AM
To: Nola Ruzycki
Cc: Chris Marijan; Barbara Robertson; Frances Murray
Subject: RE: Request for Information – In Person Sales Inspection

Thanks, Nola. Would you please confirm if the sample IC agreement is applicable to Regional Distributors?

From: Nola Ruzycki [mailto:nruzycki@justenergy.com]
Sent: January 28, 2014 12:06 AM
To: Lou Mustillo
Cc: Chris Marijan; Barbara Robertson; Frances Murray
Subject: RE: Request for Information – In Person Sales Inspection

Hello Lou,

3350

Please find attached as requested. The response to your second question below is in the attached response at 1) iii. That response is Just Energy Ontario L.P. does not use Sales Distributors.

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 | Environment | 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: Lou Mustillo [mailto:Lou.Mustillo@ontarioenergyboard.ca]
Sent: Monday, January 27, 2014 1:23 PM
To: Nola Ruzycki
Cc: Chris Marijan; Barbara Robertson
Subject: Request for Information – In Person Sales Inspection

Hi Nola,

I'm working with Chris on the in person sales inspection of Just Energy. I have reviewed all of the materials provided by Just Energy and have two initial questions/concerns, as follows:

1. the following document cannot be opened:

- JE Responses to OEB Staff Compliance Inspection Request Received Oct 31-2013.pdf

2. a sample supplier / sales distributor agreement was not provided.

Would you please re-submit the information noted above?

Please let me know if you have any questions or concerns.

Thanks

Lou

Lou Mustillo

Advisor, Retail Markets & Compliance Management

Compliance & Consumer Protection

Ontario Energy Board

Phone: 416-544-5185

Fax: 416-440-7656

Email: lou.mustillo@ontarioenergyboard.ca

3352

P.O. Box 2319

2300 Yonge Street, 27th Floor

Toronto ON M4P 1E4

This e-mail message and any files transmitted with it are intended only for the named recipient(s) above and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient(s), any dissemination, distribution or copying of this e-mail message or any files transmitted with it is strictly prohibited. If you have received this message in error, or are not the named recipient(s), please notify the sender immediately and delete this e-mail message.

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.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

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.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

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.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

THIS IS EXHIBIT "97" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Chris Marijan (Chris.Marijan@ontarioenergyboard.ca)[Chris.Marijan@ontarioenergyboard.ca]
Cc: Barbara Robertson (Barbara.Robertson@ontarioenergyboard.ca)[Barbara.Robertson@ontarioenergyboard.ca]; Frances Murray[fmurray@justenergy.com]
Bcc: Nola Ruzycki[nruzycki@justenergy.com]
From: Nola Ruzycki
Sent: Fri 06/12/2013 7:00:15 PM
Importance: Normal
Subject: Just Energy Response to In Person Sales Inspection notification Received October 31, 2013 Part 1
MAIL_RECEIVED: Fri 06/12/2013 7:00:21 PM
Just Energy Sales & Regulatory Compliance Org. Chart Exhibit1ii.pdf
MLM_Privacy_Policy Exhibit1iv.pdf
Just Energy_Independent Contractor Agreement Exhibit#1iv.pdf
MLM__Independent Representative Enrollment Exhibit#1iv.pdf
MLM_Comp_Plan_CA_Revised_7_3_2013 Exhibit#1iv.pdf
MLM_Independent Representative Agreement Exhibit#1iv.PDF
MLM_policies_procedures Exhibit1iv.pdf
Just Energy JECP Compensation Structure Exhibit#1v.pdf
Just Energy General Compensation Structure Exhibit#1v.pdf
Just Energy Door -to-Door Ontario Recruiting and Orientation Exhibit#2i.pdf
JE Responses to OEB Staff Compliance Inspection Request Received Oct 31-2013.pdf.INVALID.txt
OriginalMessage.msg

Good Afternoon Chris,

It was nice to see you and Barb yesterday. I went from enjoying the balmy 15 C in Toronto yesterday to a bone chilling -38 C in Calgary today.

Please find attached Just Energy's Response to Board Staff In Person Sales Compliance Inspection. Owing to the size of the attachments you will receive multiple emails, this is Part 1 of 4.

Regards,

Nola

3356

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 | 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,

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

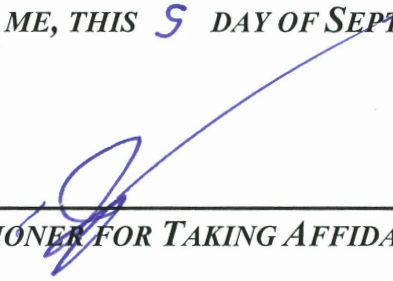
For general enquiries please contact the Market participant Hotline at:
Market.Operations@ontarioenergyboard.ca

* 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.

Ce message, transmis par courriel, y compris tout fichier joint, peut contenir des renseignements qui sont confidentiels, qui sont protégés par le secret professionnel ou qui ne peuvent être divulgués aux termes des lois applicables et s'adressent exclusivement au(x) destinataire(s) indiqué(s) ci-dessus. La distribution, la diffusion, l'examen ou la reproduction du contenu du courriel par une autre personne que le(s) destinataire(s) voulu(s) sont strictement interdits. Si vous recevez ce message par erreur, veuillez le supprimer définitivement et en aviser l'expéditeur immédiatement par retour du courriel.

THIS IS EXHIBIT "98" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

CCR Training- Compliance Function & Operations

3360

INTRODUCTION

The intent of the module is to communicate the role of the Corporate and Consumer Relations ("CCR") department and provide clear guidelines for Corporate & Consumer Relations Specialists ("CCRS") regarding the assessment of the Energy Advisors ("EA") related customer allegations and non-IC related customer inquiries. This will assist in differentiating between valid EA allegations, consumer misunderstandings and buyer's remorse.

In order to determine the validity of an allegation a customer may make against an EA, all pertinent information regarding the allegation must be gathered and assessed by front line staff (Customer Service) prior to logging an EA feedback form.

The main focus of a CCRS is to investigate the conduct of EA's and provide feedback accordingly. CCR relies on the Customer Service department to satisfy the customer, gather pertinent information regarding customer allegations and validate the need to log an EA feedback form. Customers will **not** be contacted by a CCRS unless deemed necessary.

The CCR department monitors EA's marketing methods & activities in order to ensure that EA's comply with mandated guidelines set out by regulators in each of Just Energy's jurisdictions. A CCRS provides timely and objective resolutions to customers, regulators, industry participants, the government and Regional Distributors on a consistent basis. By doing this, the CCR department is able to maintain good working relationships with these groups.

Through EA feedbacks and third party customer allegations, CCR is able to identify areas in our organization that require performance improvement and manage EA marketing activities in order to ensure it is compliant with all legal and regulatory requirements.

Use the following link to access the:
DEPARTMENTAL ORGANIZATIONAL CHART

Use the following link to access:
INTERNAL RELATIONSHIP MATRIX

CORPORATE & CONSUMER RELATIONS TEAM LEADER

Description:

The Corporate & Consumer Relations Team Lead oversees all CCRS to ensure their respective markets, including Regional Distributors & EA's are maintaining and complying with market regulations and company policies. Additionally, the Team Lead verifies that CCRS are provides timely and objective resolutions to both customers and regulators on a consistent basis; by doing this, Team Leaders are able to overall maintain good working relationships with industry partners, regulators and the government across all markets. Through regular Quality Assurance (QA) reports and audits, the Team Lead also identifies and manage CCRS opportunities while providing the support needed to meet the high level performance and expectations.

Responsibilities:

- Monitor volume of pending cases and delegate resources accordingly
- Communicate and provide training; as required, for new processes and/or changes to existing processes
- Maintain relationships with Regulators and third party groups as applicable
- Complete monthly QA's on CCRS and one on ones
- Send CCR manager's weekly team productivity
- Participate in process making as it pertains to CCR as required
- Conduct team meetings as required
- Prepare reports for Management as required
- Oversee the CCR team in place of CCR Manager as required

3362

CORPORATE & CONSUMER RELATIONS SPECIALIST

Description:

A Corporate & Consumer Relations Specialist (CCRS) oversees and is responsible for all compliance issues related to their respective markets, Regional Distributors & EA's. Their main focus is to ensure there is compliance in respect to market regulations & company policies. Additionally, CCRS are tasked with identifying compliance, system or human issues whether pro or reactive and provide resolutions and suggestions to prevent future occurrences. CCRS are held at a high standard of expectations as they are provided with the authority and ability needed to resolve corporate, legal, government, EA, customer and overall market concerns required in the CCR department.

Responsibilities:

- Provide optimum levels of Service, dispute resolution, and product/service knowledge to consumers.
- Investigate, validate, determine & communicate resolution(s) to Consumers using a variety of systems and resources.
- Communicate with relevant parties to determine equitable resolutions.
    - Ex. Public Utilities, Regulatory bodies and Internal Stakeholders
- Provide regular updates to Energy Advisors and Regional/National Managers regarding allegations brought forward regarding sales.
- Ensure both internal and external service levels are met and/or exceeded.
- Escalate issues that require intervention and / or present the potential for damage to the Just Energy brand or corporate image.
- Ensure pending issues receive proper follow-up and that they are completed within the defined time frames.
- Monitor jurisdiction in-boxes and applicable portals for new complaints or issues requiring attention.
- ANI investigation.
- Prepare ad-hoc reports as required.
- Resolve cases.

CORPORATE & CONSUMER RELATIONS
QA ANALYST & ADMINISTRATORS

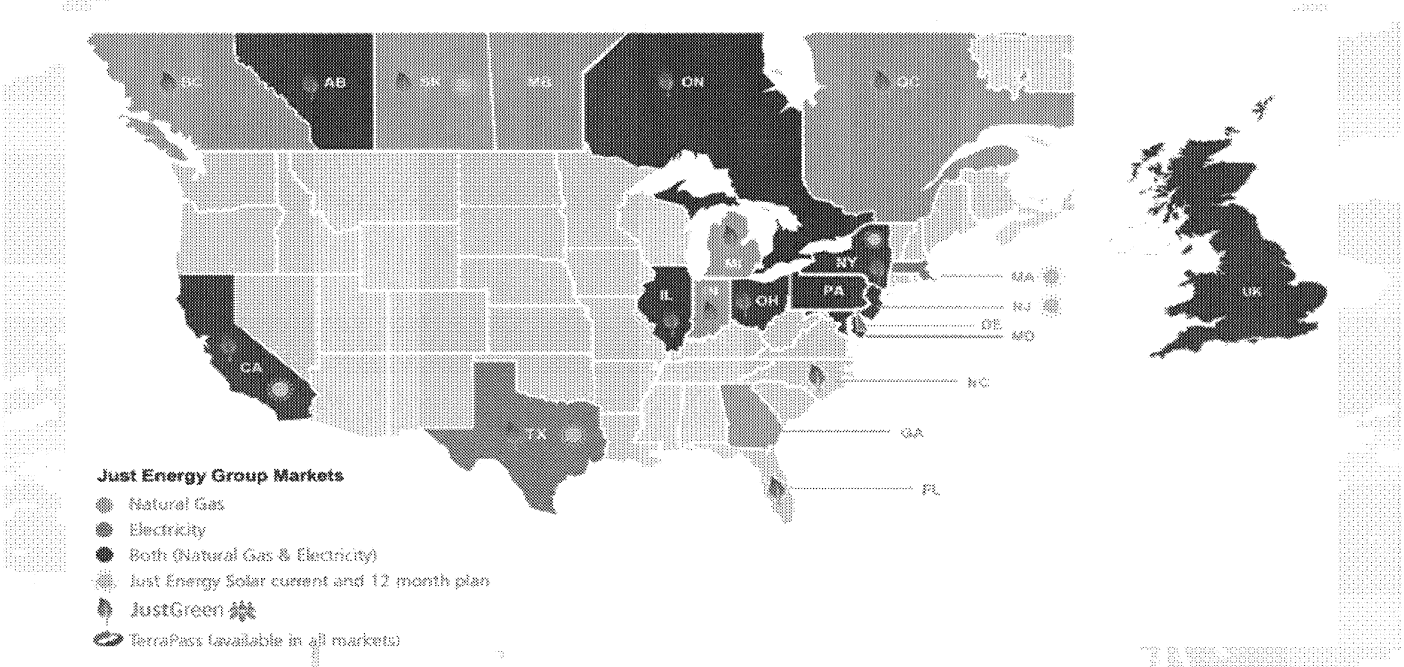
Description:
The Corporate & Consumer Relations Administrator is responsible for monitoring and assigning consumer and third party agency complaint correspondence from a variety of sources and channels. The CCRA's assess the importance of issues that could have significant impact on the organization and escalate issues that require intervention and/or present potential for risk. CCRA's are also responsible for generating, distributing and maintaining compliance reports and general data analysis. The CCRA's assist the specialists and management with relevant assignments as necessary.

Responsibilities:

- Provide optimum levels of Service, dispute resolution, and product/service knowledge to consumers.
- Investigate, validate, determine & communicate resolution(s) to Consumers using a variety of systems and resources.
- Communicate with relevant parties to determine equitable resolutions.
    - Ex. Public Utilities, Regulatory bodies and Internal Stakeholders
- Provide regular updates to Energy Advisors and Regional/National Managers regarding allegations brought forward regarding sales.
- Ensure both internal and external service levels are met and/or exceeded.
- Escalate issues that require intervention and / or present the potential for damage to the Just Energy brand or corporate image.
- Ensure pending issues receive proper follow-up and that they are completed within the defined time frames.
- Monitor jurisdiction in-boxes and applicable portals for new complaints or issues requiring attention.
- ANI investigation.
- Prepare ad-hoc reports as required.
- Resolve cases.

3364

JUST ENERGY SERVICE MAP



CANADA

- BC, AB, SK, MB, ON, QC

US

- CA, TX, IL, IN, MI, OH, PA, NY, MA, NJ, DE, MD, NC, GA, FL

*Linked to market training manual

justenergy.com

JE00000056_0006

JE00000056_0001.pdf_6

ALTERNATIVE MARKETING CHANNELS

Telesales (U.S. East Only):

The Telesales process begins when Third Party Venture *cold call's a potential customer by telephone to offer a Just Energy natural gas or electricity product. Note that in New York, in addition to cold calling, the Third Party Venture will also attempt contact Old Hudson Energy Customers. After the customer confirms that they want to proceed with the enrolment, the telemarketer/Independent Representative will have the customer complete a verification call (in most markets the verification call is done with an automated representative).

The US East Resolutions Management Team Manager will periodically send email to the Corporate and Consumer Relations Department with an updated list of the Third Party Vendors conducting the Telesales calls in each market and product information. Please refer to the Telesales Guide on how to investigate and, locate verification calls. Please also refer to the Telemarketer Complaint Investigation process Guide and the Telesales retrieval Guide for more information.

Just Ventures:

Just Energy entered into a partnership with Just Ventures to provide a variety of services which include management of Just Energy's on-line presence, paid and natural search engine optimization, and intelligent customer lead generation through proprietary optimization technologies. Just Ventures also promotes and sells Just Energy's products and services. Customers who sign up through Just Ventures will receive a confirmation email.

CCR manages the complaint portion of Just Venture feedbacks. Just Ventures complaints are all logged under the same house ID number, 690010 via CARE. CCR investigates the complaints as per usual; however penalties do not apply and the notification process is slightly different. If a complaint is deemed to be verified, the complaint should be closed as "verified no consequence". Just Venture feedbacks are sent via email to using the following distribution email template

Vendors: In addition to the above, Just Energy utilizes several other vendors. A full list of these vendors and their applicable markets as well as their call recordings can be found here: TELESALES & TPV VENDORS PER MARKET
Additionally, complaint avenues can be found here: COMPLAINT AVENUES

3366

EMPLOYEE MARKETS

In order for Just Energy to continue on its successful path, we must stay true to our vision and 3 pillars of Value, Stability and Innovation. Theses pillars are not limited to our customers also applying to our employees & Energy Advisors (EA); with that said, to ensure we become the gold standard in retail energy, many of our door-to-door markets have started the process of converting EA's into employees.

This move will reduce turnover and retention issues experienced by our front line workers while also providing them with stability needed to balance work and family life. Just Energy recognizes that the future of its business relies heavily on the satisfaction and success of its employees and therefore recognizes that this change will continue to drive growth and innovation.

Use the below link to access the investigation process:
EMPLOYEE MARKET COMPLAINT RESOLUTION PROCESS

Employee Markets Specialists:

In Employee markets there are some individuals who are not directly employed by the company but have involvement with the offices that are managing employees and Corporate & Consumer Relations has received confirmation from Human Resources in regards to the Non-Employees ability to participate in Employee communication and/or calls. All Non-Employees will be required to sign a Non-Disclosure Agreement ("NDA") acknowledging understanding that all employee information must remain confidential as they will be exposed to personal information (i.e. pay, commission details, addresses, emergency contact information, etc.). The NDA will be provided to the Non-Employee by Human Resources and managed by Human Resources. Non-Employees will be added to all emails pertaining to the respective office they are involved in.

EMPLOYEE MARKETS (Cont)

Bi-Weekly Conference Calls:

Energy Advisors (i.e. Regionals, National Distributors) and/or Consultants will be allowed to participate in compliance calls and receive the agendas with the information that will be discussed during the scheduled calls. It will be important for the Energy Advisors/Consultants to be aware of any trends or compliance matters that will have an impact to their business. Energy Advisors /Consultants can participate and ask questions on the bi-weekly compliance calls to grasp a better understanding of the recent activity and provide recommendations to the Employee's manager as to how to correct the behavior/issue but not directly to the employee.

Compliance Call with Employees:

Energy Advisors /Consultants will be allowed to dial into the compliance calls. As a non-employee the Energy Advisors /Consultant is unable to speak on behalf of the employee or provide any type of corrective and/or performance actions to the employee. All Corrective and/or Performance discussions must be completed by the employee's Manager.

Should the Energy Advisors/Consultant discuss corrective or performance actions with an employee, the Corporate & Consumer Relations Specialist and/or Human Resources will need to remind the Energy Advisors/Consultant to refrain from doing so moving forward.

Note:

Please ensure Iris Taylor (US issues) from HR is included in any correspondence sent to HR that requires further review on their part. For example, if there is a challenge from Sales and we need HR to review calls or assist with the determination, please include all supporting documents/calls, CCR's position and Sales position for them to review.

***The Canadian HR contact will be provided once available.**

THIS IS EXHIBIT "99" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Indranie Persaud[IPersaud@fairview.justenergysales.com]
Location: Fairview
Importance: Normal
Subject: FW: Compliance Office Visit
Start Date/Time: Tue 06/05/2014 9:00:00 AM
End Date/Time: Tue 06/05/2014 11:00:00 AM
Recurrence Pattern: None
Independent Contractor Presentation Review May 2 2014.docx

When: Tuesday, May 06, 2014 10:00 AM-12:00 PM (GMT-05:00) Eastern Time (US & Canada).
Where: Fairview

Note: The GMT offset above does not reflect daylight saving time adjustments.

~~*~*~*~*~*~*~*~*

We have to do this sometime this week..... JUICE

-----Original Appointment-----
From: Ravi Maharaj
Sent: Friday, May 02, 2014 12:03 PM
To: Ravi Maharaj; Frances Murray; Tavis Gallimore; Vanessa Ramnath; Regional Fairview (Brian)
Cc: Kajal Ghodiwala; Shaunise Bryant; Vanessa Anesetti-Parra; Nola Ruzycki
Subject: Compliance Office Visit
When: Tuesday, May 06, 2014 10:00 AM-12:00 PM (GMT-05:00) Eastern Time (US & Canada).
Where: Fairview

Hi Brian,

As discussed, I will be attending the Fairview Office on Tuesday to complete some Compliance related refreshers.

This is as a result of recent OEB complaints in the Brampton area.

I think it's a great idea that you will ensure the Oshawa Office is also in attendance.

I have attached the Compliance Letter Tavis previously discussed with you.

I have also attached the original complaint for your reference below.

Essentially, the main purpose of the meeting is to reinforce the importance of compliance with the sales force.

I also think it would be a great idea for one of our Amazing Compliance Team members to attend to reinforce this goal.

See you Tuesday!

JUICE!

Ravi Maharaj
Regional Sales Manager (Ontario)
T 905.670.4440 ext: 71245 | C 416.817.9508
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail rmaharaj@justenergy.com | Web justenergy.com

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.

- We are receiving complaints again about agents at the door. These are very serious and making customers angry and nervous. The agents are not relaying information as they should be and they are letting on they are Hydro One Brampton employees. I have even experienced something similar at my own home and they wanted to see my hydro bill to make sure I was getting the rebate that I was supposed to be receiving. The agents are misinforming customers. We dealt with this problem last fall with Just Energy.

Gatesgill St
Two young males (non-white) came to her door 19MAR14 advised they were her hydro supplier - she said "really"" to them - they then said they were sent on behalf of Hydro One Brampton - Customer asked for a business card - she was presented with a flyer that had HOB logo on it and Just Energy info.
One of the males said she would have just received the flyer in the mail and they were

there to discuss her billing. It would eliminate the Global Adjustment. Paula had no idea what they were talking about.
They wanted a copy of her bill - they needed the first 3 numbers. She told them she has eBilling and didn't have a copy for them. She did not appreciate them coming to her door and insinuating they were from Hydro One Brampton.
She said she now needs to speak with her neighbours to make sure she didn't get 'roped' into anything.

Archibald St

Two young guys in a black SUV
One came to door - dressed in black jacket and black pants - in his 20's - had a goatee
Said needed to come inside to check energy levels
Stated from HOB
Stated she should have received the flyer in the mail that advised he would be coming today?
Also stated something about Enbridge - but the customer said so much happened so quickly - she can't remember the reference
She was wearing her Brampton transit uniform - and he said oh you work for Brampton transit
She said yes, but said she wasn't interested in what he had to say
He said why? Because your husband isn't home?
She got quite nervous with this statement and told him again - not interested
He said, well will your husband be home later?
He finally left - but customer shaken.

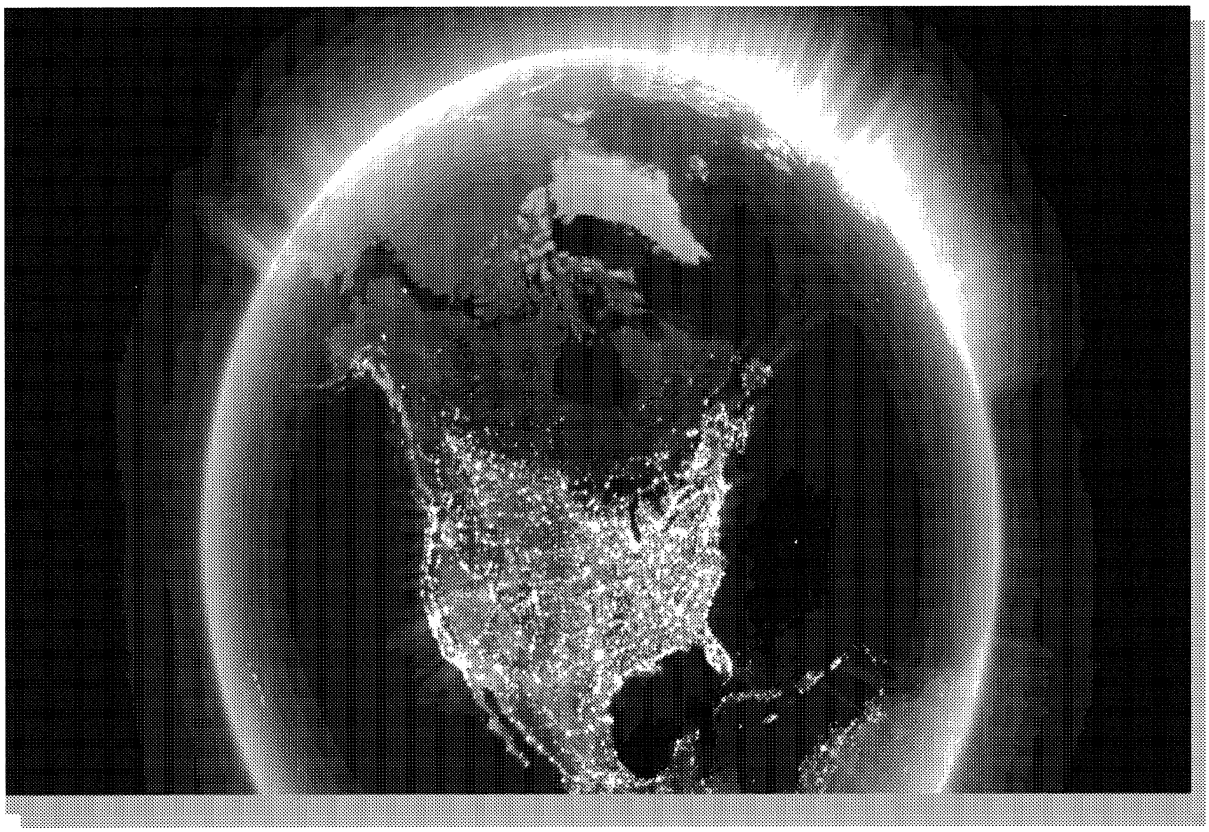
Collections & Retailer Management Supervisor
Hydro One Brampton Networks Inc.

THIS IS EXHIBIT "100" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Corporate and Consumer Relations
Policies and Procedural Manual



Mission. Vision. Values.

Integrity | Innovation | Customer-Centricity | Responsibility | Enrichment | Excellence

JE00000060_0001.pdf 1
JE00000060_0001

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

REVISION HISTORY

Date	Author	Sections Affected

JE00000060_0001.pdf 2
JE00000060_0002

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Table of Contents

Revision History 2
Table of Contents 3
1. Introduction 6
2. Departmental Organizational Chart 7
3. Function and Operation 8
3.1. Job Descriptions 8
3.1.1 Manager – Corporate & Consumer Relations 8
3.1.2 Corporate & Consumer Relations Team Leader 9
3.1.3 Corporate & Consumer Relations Specialist 10
3.1.4 Corporate & Consumer Relations Clerk 11
4. Compliance Process Chart 12
5. Investigation Process 13
5.1. How To Retrieve Calls 13
5.2. Investigation Tips 13
5.3. Spanish Allegation process 15
5.4. Internal Feedback Responses 15
5.5. Suspension Termination Requests from Regional/National Distributors 15
5.6. Reinstatement Process of Terminated IC's 16
5.7. Filing System (Referencing purposes only) 16
6. C.A.R.E Application Overview 18
6.1. Logging Independent Contractor Feedback 18
6.1.1 House Account Numbers 26
6.2. Retrieving Independent Contractor Feedback & Independent Contractor Performance Summary 27
6.3 Closing and Resolving Independent Contractor Feedback 30
6.3.1 Complaint Resolution Comments 35
6.3.2 Closing Regulatory/third Party Cases 36
6.3.3 Positive Feedbacks 36
6.4 Allegation Classification 37
6.5 Distributor Notification 37
6.5.1 Steps to Sending the Notify Distributor 37
6.6 Consequences 40

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7. Reporting 41
7.1 Automated Reporting 41
7.1.1 Reporting for Management 41
7.1.1.2 Allegation Summary by Jurisdiction 41
7.1.1.3 Compliance-Adhoc Complaints 41
7.1.1.4 Weekly Compliance Allegation by Jurisdiction 41
7.2 Reporting for Regional Distributors 42
7.2.1 Allegation Summary Report 42
7.2.2 Regional Distributor Allegation Ratio 42
7.2.3 Red Flag Analysis Report 43
7.2.4 Conference Call Summary Report 43
7.2.5 IC Consequence Detail Report 43
7.2.6 Strike Count Report 43
7.2.7 Manual Penalties Report 44
7.2.8 Multiple Reaffirmation Report 44
7.3 Internal Reporting 45
7.3.1 Independent Contractor Summary Report 45
7.3.2 Batching 45
7.4 Manual Reporting 46
7.4.1 Daily Reporting 46
7.5 Overview 47
8. Compliance Calls 48
8.1. Corporate & Consumer Relations Calls 48
8.1.1. Set Up 48
8.1.2. Common Questions 49
8.1.3 Suspension Calls 50
8.1.4 Termination Calls 50
8.1.5 Conclusion 52
9. Relationship Matrix – Internal 53
10. Product Knowledge 54
10.1. Jurisdictions 54
10.2. Contract Status Codes 54
11. Regulatory bodies & Third Party Inquiries 55
11.1 Ontario 56
11.2 Manitoba 58
11.3 Québec 59
11.4 Alberta 60
11.5 British Columbia 62

JE00000060_0001.pdf 4
JE00000060_0004

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.6 Illinois 64
11.7 New York 68
11.8 Indiana 70
11.9 Texas 72
11.10 New Jersey 75
11.11 Michigan 76
11.12 Ohio 77
11.13 Massachusetts 79
11.14 Pennsylvania 82
11.15 Maryland 83
11.16 California 83
11.17 Georgia 83
12. Corporate Responses 84
12.1 Response Types 85
12.1.1 Inquiry Acknowledgement Response 85
12.1.2 High Level / General Response 85
12.1.3 Semi-Detailed Response 85
12.1.4 Detailed Response 86
12.2 Corporate Response Reference Chart 88
13. Alternative Marketing Channels 90
13.1 Momentis 90
13.2 Telesales (U.S. East Only) 90
13.3 Red Venture 91
Exhibit #1 – How to Retrieve Verification calls 92
Exhibit #2 – Internal Feedback Responses 102
Exhibit #3 – Internal Relationship Matrix 107
Exhibit #4 – Contract Status Code 111

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

1. INTRODUCTION

The intent of the module is to communicate the role of the Corporate and Consumer Relations ("CCR") department and provide clear guidelines for Corporate & Consumer Relations Specialists ("CCRS") regarding the assessment of Independent Contractor ("IC") related customer allegations and non IC related customer inquiries. This will assist in differentiating between valid IC allegations, consumer misunderstandings and buyer's remorse.

In order to determine the validity of an allegation a customer may make against an IC, all pertinent information regarding the allegation must be gathered and assessed by front line staff (customer service) prior to logging a feedback form. This can only be accomplished through effective listening and probing.

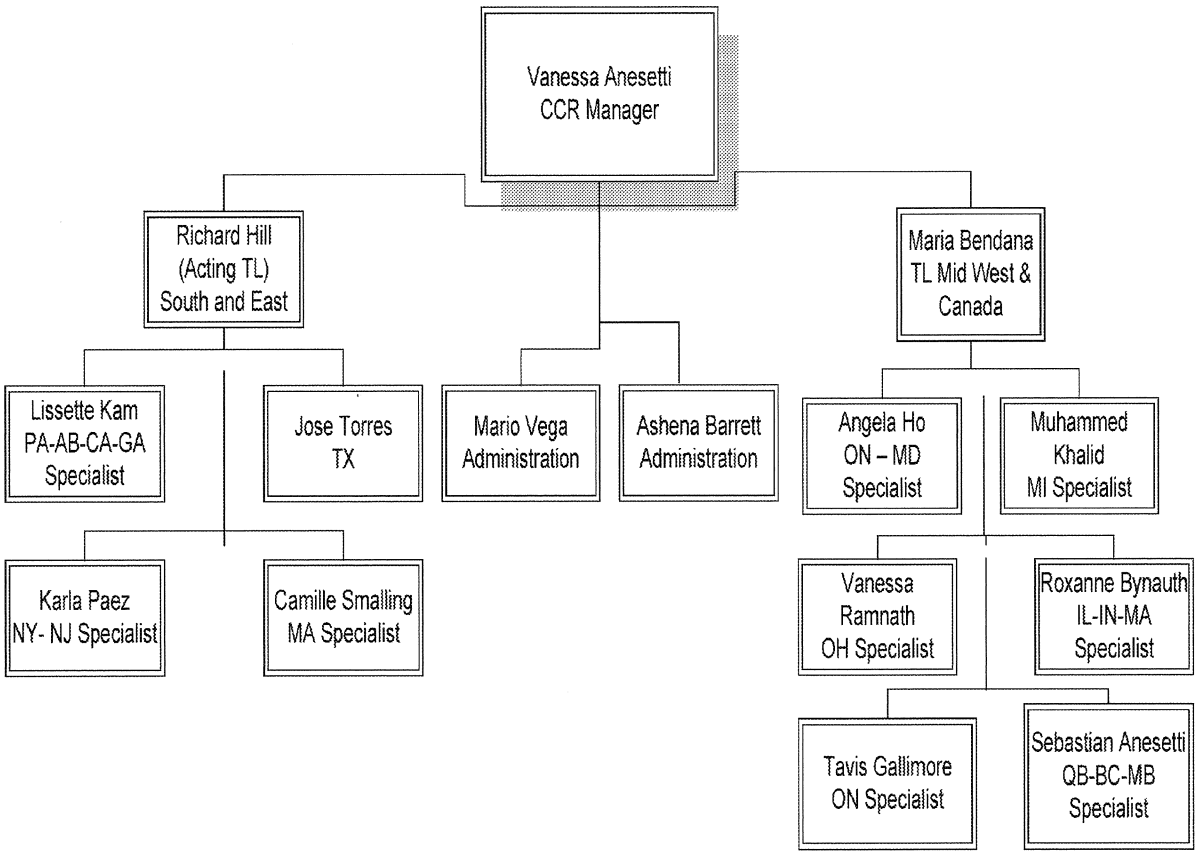
The main focus of a CCRS is to investigate the conduct of ICs and provide feedback accordingly. CCR relies on the Customer Service department to satisfy the customer, gather pertinent information regarding customer allegations and validate the need to log IC feedbacks. Customers will **not** be contacted by a CCRS unless deemed necessary.

The CCR department monitors IC's marketing methods & activities in order to ensure that IC's comply with regulations set out by regulators in each of Just Energy's jurisdictions. A CCRS provides timely and objective resolutions to customers, regulators, industry participants, the government and Regional Distributors on a consistent basis. By doing this, the CCR department is able to maintain good working relationships with these groups.

Through IC feedbacks and third party customer allegations, CCR is able to identify areas in our organization that require performance improvement and manage IC marketing activities in order to ensure it is in compliance with all legal and regulatory requirements.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

2. Departmental Organizational Chart



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3. Function and Operation

3.1. Job Descriptions

3.1.1 Manager – Corporate & Consumer Relations

Description

This position is with Just Energy, a member of the Just Energy Group. The position has the responsibility for management of our Corporate & Consumer Relations department, which manages priority consumer relations and the administration of regulatory compliance of our sales agents across all jurisdictions.

Responsibilities

- Manage and monitor regulatory compliance issues and related customer feedback received regarding Independent Contractors and corporate sales conduct.
- Establish and maintain effective relationships with regulatory bodies, utilities, market participants and consumer advocacy group in Canada and the United States.
- Establish and maintain effective relationships with internal support groups and stakeholders.
- Advise Corporate Sales on compliance regulations/requirements for the marketing and sale of energy products, transactional/operational rules and all other related developments.
- Administer corrective and preventative measures in support of maintaining compliance with regulators.
- Development and management of internal and external processes required to effectively & efficiently manage compliance.
- Prepare reports and root cause analysis of compliance statistics for Senior Management.
- Conduct regulatory compliance training for independent sales offices within Canada and the United States.
- Establish and adhere to service level agreement between internal departments and external contacts.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3.1.2 Corporate & Consumer Relations Team Leader

Description:

Corporate & Consumer Relations (CCR) monitors to a high standard for sales, while ensuring Independent Contractors comply with regulations. The department provides timely and objective resolutions to both customers and regulators on a consistent basis. By doing this Team Leaders are able to maintain good working relationships with industry partners, regulators and the government. Through Independent Contractor feedback, the department is able to identify areas that require performance improvement and manage independent contractors to the outlined codes of conduct.

Responsibilities:

- Monitor volume of pending cases and delegate resources accordingly
- Communicate and provide training; as required, for new processes and/or changes to existing processes
- Maintain relationships with Regulators and 3rd party groups as applicable
- Complete monthly QA's on CCRS and one on ones
- Send CCR manager's weekly team productivity
- Participate in process making as it pertains to CCR as required
- Conduct team meetings as required
- Prepare reports for Management as required
- Over see the CCR team in place of CCR Manager as required

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3.1.3 CORPORATE & CONSUMER RELATIONS SPECIALIST

Description:
Corporate & Consumer Relations (CCR) monitors to a high standard for sales, while ensuring Independent Contractors comply with regulations. The department provides timely and objective resolutions to both customers and regulators on a consistent basis. By doing this CCR is able to maintain good working relationships with industry partners, regulators and the government. Through Independent Contractor feedback, the department is able to identify areas that require performance improvement and manage independent contractors to the outlined codes of conduct.

Responsibilities:

- Provide optimum levels of Service, dispute resolution, and product/service knowledge to consumers.
- Investigate, validate, determine & communicate resolution(s) to Consumers using a variety of systems and resources.
- Communicate with relevant parties to determine equitable resolutions.
  Ex. Public Utilities, Regulatory bodies and Internal Stakeholders
- Provide regular updates to Independent Contractors and Regional/National Managers regarding allegations brought forward regarding sales.
- Ensure both internal and external service levels are met and/or exceeded.
- Escalate issues that require intervention and / or present the potential for damage to the Just Energy brand or corporate image.
- Ensure pending issues receive proper follow-up and that they are completed within the defined time frames.
- Monitor jurisdiction inboxes and applicable portals for new complaints or issues requiring attention.
- ANI investigation.
- Prepare ad-hoc reports as required.
- Resolve cases.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3.1.4 CORPORATE & CONSUMER RELATIONS CLERK

Description:
The primary focus of the Corporate & Consumer Relations Clerk is to assist CCR Specialists with administrative tasks necessary to manage their workload efficiently. CCR clerks are also responsible for generating a number of reports as management see fits.

Responsibilities:

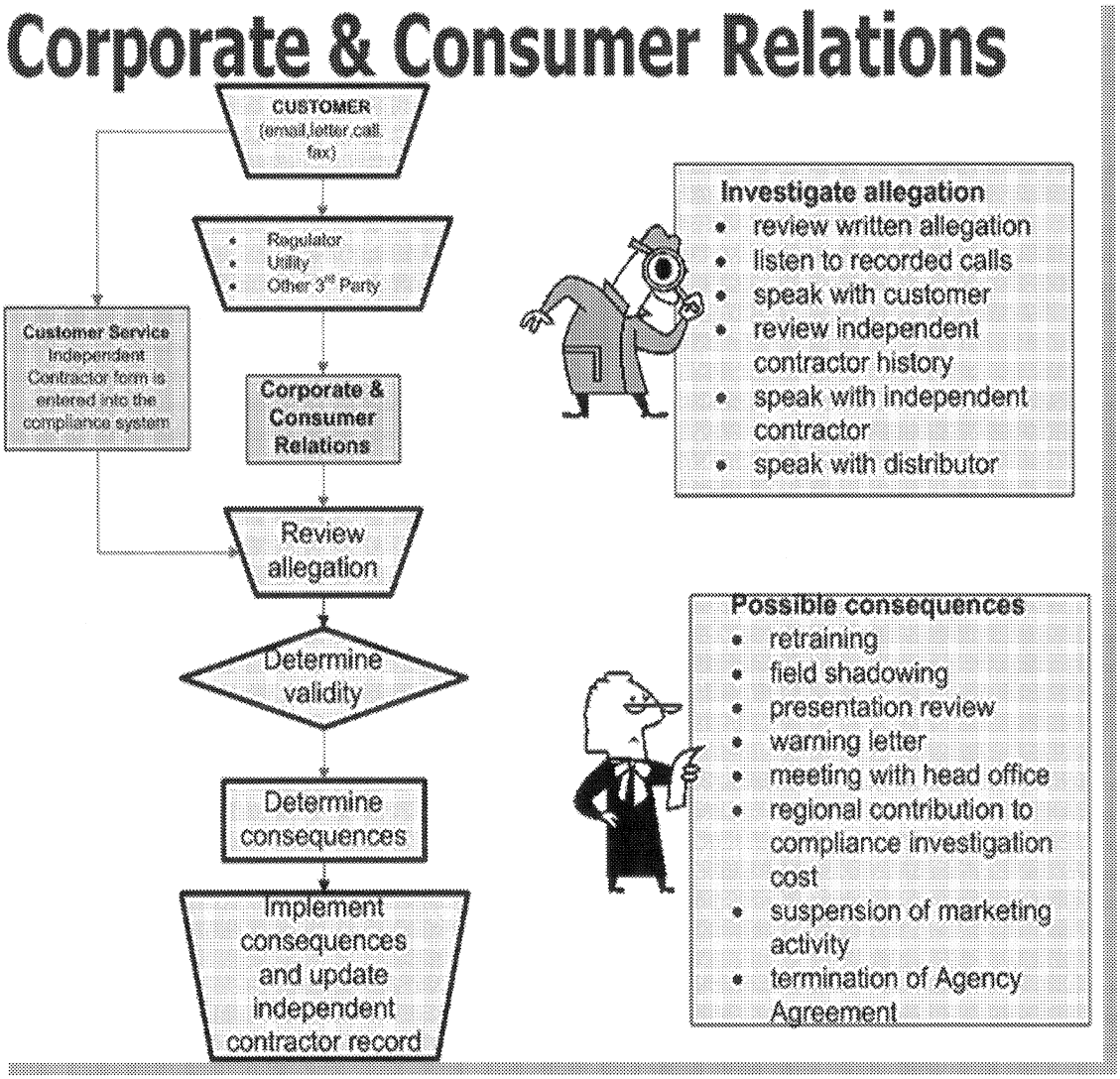
- Log third party inquiries & follow ups to the C.A.R.E application
- Create & Send daily reports to Regional Distributors and management
- Pull ICC daily & Monthly reports
- Generate a number of reports for Senior management (including Greater than 5 days, weekly Ratio Report etc)
- Filing
- Print and sort weekly communications to Regional offices
- Print Positive Feedback Certificates
- Record meeting minutes
- Closes cases if needed

just energy

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

T 905.670.4440
F 905.670.9160

4. Compliance Process Chart



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

5. Investigation Process

5.1. How To Retrieve Calls

As part of your daily role as a Corporate & Consumer Relations Specialist (CCRS) you will be required to review recorded verification calls, and at times customer service calls to assist you in many areas of your investigations. Please refer to **Exhibit #1** for all recording applications and guides currently being utilized. They are as follows:

- Verint
- AC – Third Party Verifier
- C4 – This Party Verifier
- AG – Third Party Verifier
- Telesales – Massachusetts Only
- Retrieving verification & customer calls for Pennsylvania & New Jersey

5.2. Investigation Tips

During your daily investigations as a CCR specialist, it is imperative that you are as unbiased as possible. This will assist you in maintaining Just Energy's reputation with regulators, industry participants and customers which is our department objective. It will also assist you in identifying those IC's who need assistance to improve their compliance results. When determining a compliant validity, you must consider the IC's intentions. Ensure that if asked by senior management for the logic behind your decision, you will have facts to support your stance.

Investigations typically result from complaints sent to CCR's attention via e-mail, letter, fax or phone. CCR receives feedback from either customer service representatives, regulators, utilities or citizen advocacy groups.

A CCR specialist must always acknowledge receipt of a Regulatory or 3rd party complaint (if not received through the customer feedback folders), gather the case information from the internal database, review the IC's summary for any feedback trends, review call recordings as well as contact the customer and follow up with the Independent Contractor as necessary.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Upon completion of the investigation, you will then have to determine the resolution in respect of the customer and the Independent Contractor and advise all applicable parties accordingly.

It is very important for each CCR specialist to implement remedial and/or disciplinary action(s), as deemed necessary, with one or all of the following groups upon completion of their investigation:

1. Independent contractor
2. Customer Service
3. Marketing/Sales

This approach will ensure that CCR continues to remain as a compulsory component of the Sales and Training process.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

5.3. SPANISH ALLEGATION PROCESS

All allegations from Spanish speaking customers will be addressed in its entirety by a Spanish CCR Specialist. All allegations from English speaking customers requesting to speak to a Spanish CCR Specialist will be completely investigated by the appropriate CCR Specialist before transferring the file.

5.4. INTERNAL FEEDBACK RESPONSES

Internal feedbacks are uploaded into the C.A.R.E application when customers contact our Customer Service Department with feedback regarding an Independent Contractor (IC). Customers may provide Just Energy with their feedback via phone, e-mail, fax or correspondence. Communication should always be sent by the CCR Specialist to the corresponding Regional Distributor via e-mail upon completion of the investigation. Please refer to Exhibit #2 for sample feedback responses & templates.

5.5. SUSPENSION TERMINATION REQUESTS FROM REGIONAL/NATIONAL DISTRIBUTORS

In the event a Regional/National Distributor would like to suspend or terminate a contractor's agreement he or she must first filter this information to head office.

Not compliance related:

- If the suspension or termination reason is not related to a compliance concern and the Sales department supports the Suspension/Termination request, the Sales department will notify CCR of this request in writing documenting the IC name, IC number, reason for termination/reason and length of suspension;
- CCR will issue a termination letter to the contractor and send a signed copy directly to the IC's address (on file), the distributor sales office & RSM
- CCR will update the commissions database (status and comments) and the termination/suspension tracker accordingly.

Compliance related:

- If the suspension or termination reason is related to a compliance concern and the CCR department supports the Suspension/Termination request, CCR will speak with the contractor via a recorded line to advise of the suspension/termination;
- CCR will issue a termination letter to the contractor and send a copy directly to the IC's address (on file), the distributor sales office & RSM
- CCR will update the commissions database (status and comments) and the termination/suspension tracker accordingly.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Premise:

- There should be a centralized group that owns this process in an effort to mitigate business risk; and
- whatever the specific termination/suspension reason may be, a distributor interacts with independent contractors daily and would be knowledgeable of an IC's inability to successfully contribute to the success of ESG.

Sales and CCR will coordinate efforts to ensure compliance with this process.

5.6. Reinstatement Process of Terminated IC's

When considering the reinstatement of a former Just Energy IC, ACC, CCR and/or RD, their compliance history should be a strong consideration in the reinstatement decision. As such collectively, both Sales and CCR should come to a mutual agreement when processing any reinstatements.

Sales will first consider the IC's previous marketing (sales) activity. Should they wish to proceed with the reinstatement, the process goes as follows:

- CCR receives an email request from the department/individual looking to reinstate the terminated IC
- CCR reviews the IC's history (compliance, ratio, validities etc) to determine risks
- CCR approves or denies reinstatement of the IC providing a copy of the IC's compliance history and providing a reason if declined
- If the IC's reinstatement is approved – CCR updates COMDB (including status & comments)
- If denied – matter may be escalated to Executive level
- Depending on the severity of the allegations – CCR may put the IC on an action plan and/or give him/her a condition to market etc

Exception: There is a clause in the Illinois AG settlement/Order that Just Energy (Illinois) is not to reinstate a terminated IC until 1 year post the termination date if he/she was terminated for compliance related reasons.

5.7. Filing System (Referencing purposes only)

Prior to going paperless, CCR had a filing system which was designed to keep all pertinent customer information easily accessible and organized once received from a Regulatory Body or Third Party consumer advocate organization.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Each jurisdiction folder was color coded for easy identification:

- New York – Black, Cream
- Illinois – Blue, Grey, Purple, Burgundy, Red
- Alberta - Orange
- Indiana - Pink
- Texas – No color coding system as all information is logged into a shared drive
- Quebec - Yellow
- Ontario – Green & Red
- Manitoba - Burgundy
- British Colombia – Orange

All file stickers for customers contained the following information:

- Customer's last and first name
- Regulator's name and case ID number
- Internal allegation ID number

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

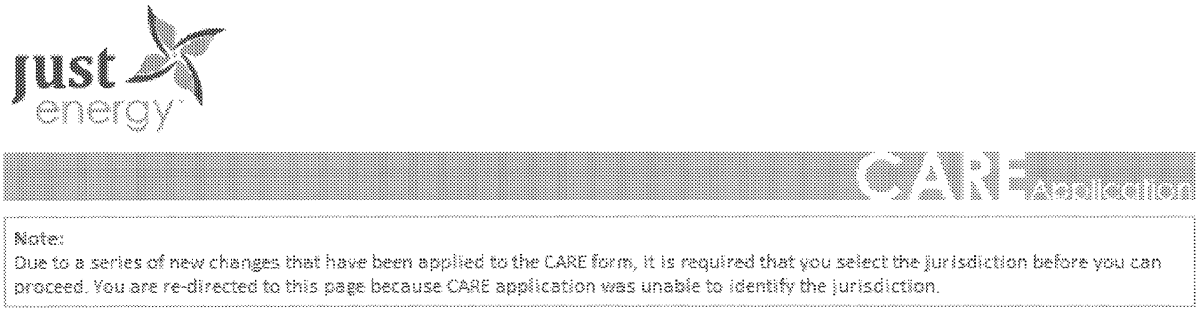
6. C.A.R.E Application Overview

The Compliance and Resolution Engine "C.A.R.E" application offers a wealth of information about the allegation you are investigating and the Independent Contractor associated with same. This section will provide you with advanced knowledge of the C.A.R.E application. In turn, you will have the ability to review the allegation on record, log additional allegations or notes, review the contractor's history, conclude the investigation and notify your distributor.

6.1. Logging Independent Contractor Feedback

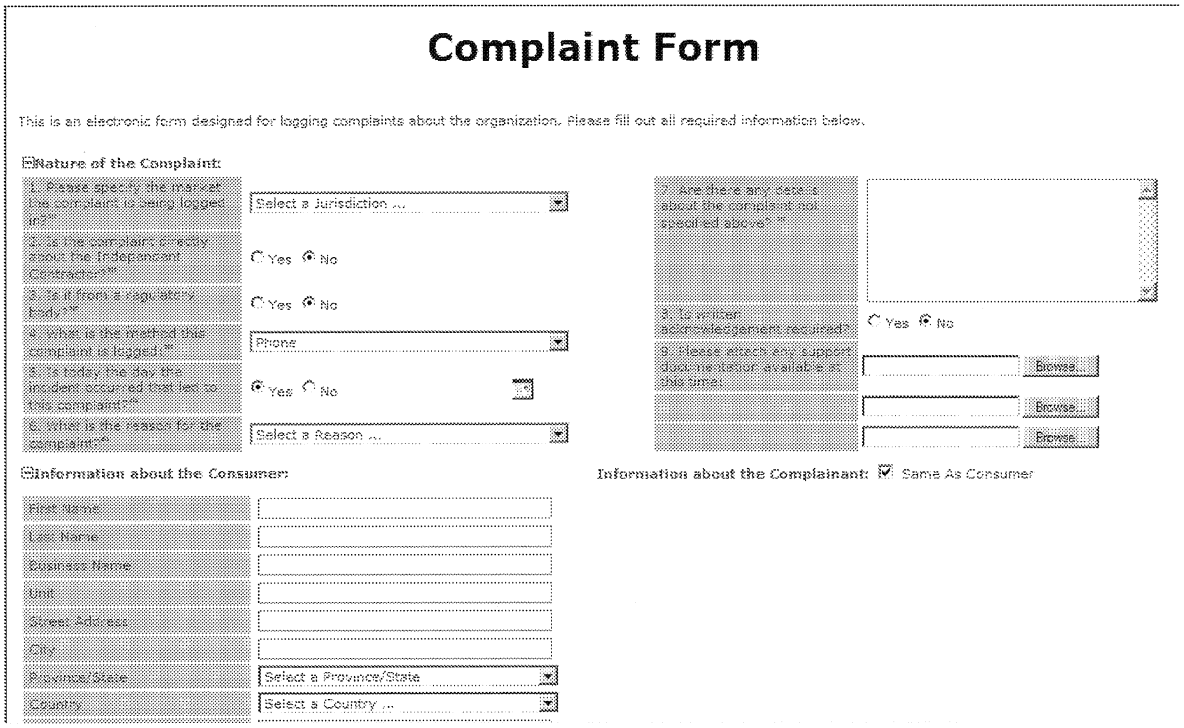
When a third party complaint is received, the complaint is to be logged in the web based CARE system using the following link:
http://aprdappvm002:8070/WebForms/JurisdictionIdentificationPage.aspx?t=dummy

The link will open the Jurisdictions available to select in order to log a complaint in:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Select the Jurisdiction correspondent to the market the complaint was received in. This will then open the Complaint Form in a web based window:



Complaint Form

This is an electronic form designed for logging complaints about the organization. Please fill out all required information below.

Nature of the Complaint:

1. Please specify the market the complaint is being logged in?* — Select a Jurisdiction ...
2. Is the complaint directly about the Independent Contractor?* — Yes / No
3. Is it from a regulatory body?* — Yes / No
4. What is the method this complaint is logged?* — Phone
5. Is today the day the incident occurred that led to this complaint?* — Yes / No
6. What is the reason for the complaint?* — Select a Reason ...
7. Are there any details about the complaint not specified above?*
8. Is written acknowledgement required? — Yes / No
9. Please attach any support documentation available at this time: — Browse...

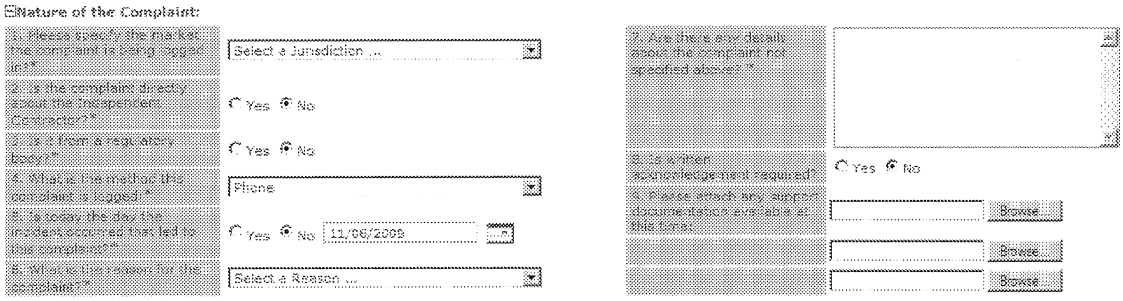
Information about the Consumer:

First Name
Last Name
Business Name
Unit
Street Address
City
Province/State — Select a Province/State
Country — Select a Country ...

Information about the Complainant: Same As Consumer

All fields marked with an (*) are mandatory and must be completed.

Under **"Nature of the Complaint"** complete all required fields and please note the following:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

- First select the Jurisdiction, then specify if complaint is directly about the IC or not.
- If a complaint is from a Regulator or 3rd party group and is a complaint directly about the IC, you would choose **"YES"** which will prompt you to **'Select a Source'** and **'Source Case number'**. This must be populated in order to properly select the 3rd party or a Regulatory body.
- Next step is to choose the method in which the complaint was received in.

  Ex: Phone, E-mail, fax etc.
- If the date you are logging the complaint is not the incident date (signing date), then select **"No"** which will then prompt you to enter the correct incident date.
- If the complaint is IC related, you must ensure to select the appropriate reason for the complaint (IC classification). If it's a Disputed Signature complaint you will need to scroll down and answers all the relevant questions.
- If the complaint is not IC related, remember to select the reason for the complaint as 'Billing' which will prompt you to select a sub-reason to specify what type of billing complaint it is.

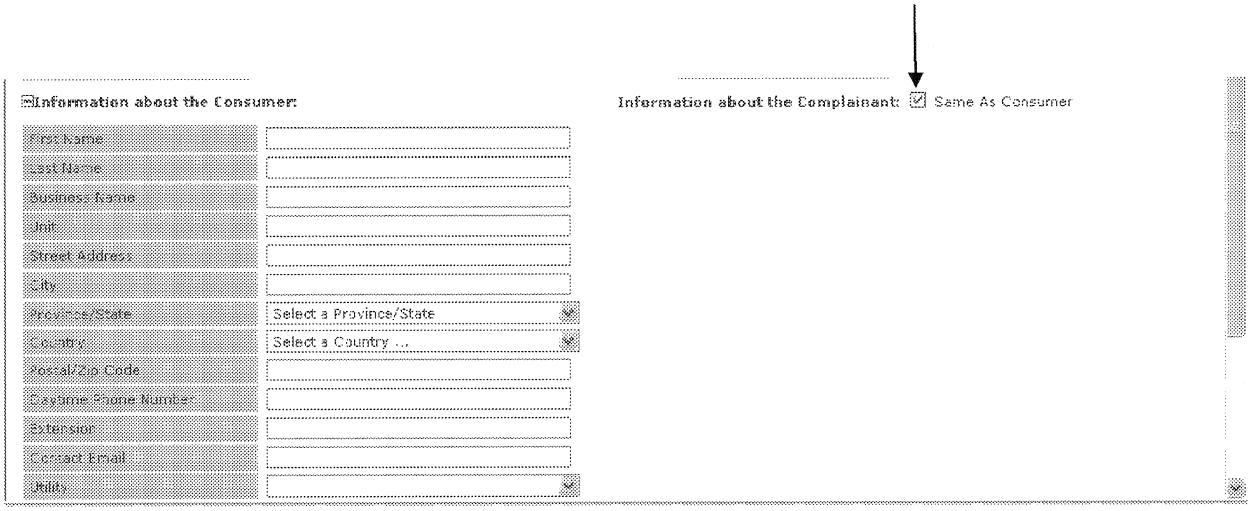
Next: Enter comments and/or the relevant details of the complaints in the **'Details of complaint'** box. (There is a text free limit on this box – copy and paste the complaint description **omitting** customer information)

Note: *A written acknowledgement of the complaint is only mandatory for Illinois Attorney General Complainants and/or if a complaint is received in writing from a New York customer.*

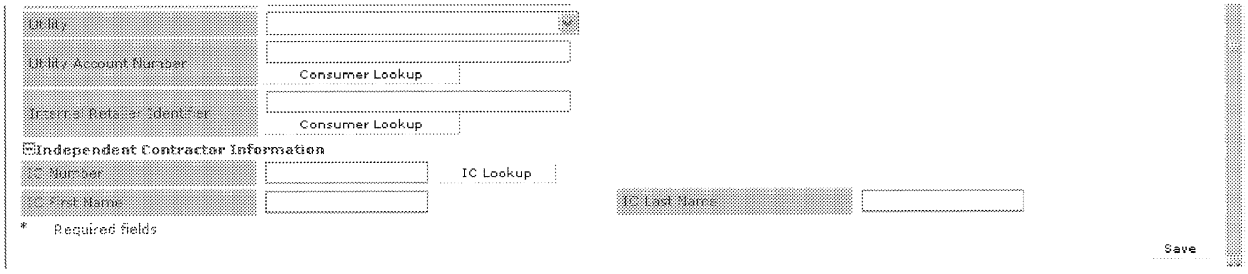
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9150

"Information about the Customer" Section:

If the complainant is someone other than the account holder, uncheck the box next to **"Same as Consumer"** and complete all the necessary fields about the person making the complaint:

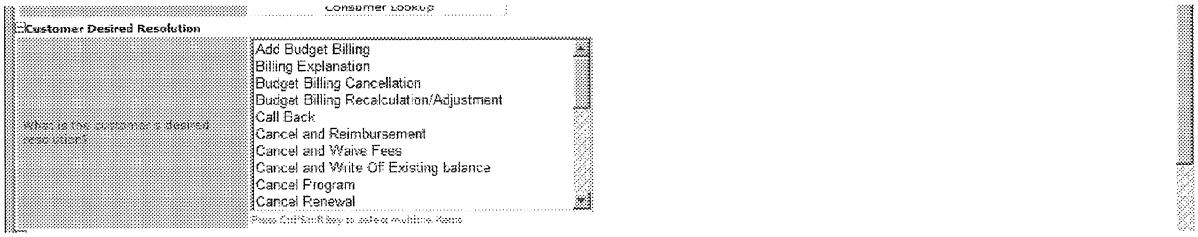


Please note that if the customer's account information is located in CSIS, the fields will be auto-populated with the customers' information as long as you type in the Retailer ID and click on **"Consumer Lookup"**:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

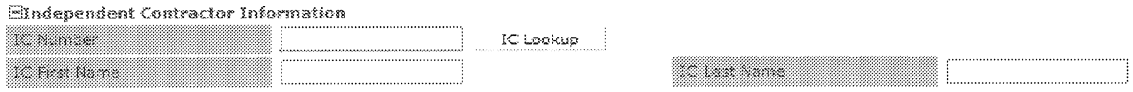
Under the **"Customer Desired Resolution"** section, you must select the corresponding desired Resolution. Typically, a customer will specify their desired resolution in the complaint.



Under the **"Independent Contractor Information"** section, you must identify the following if the complaint is IC related:

- IC Number
- IC first & Last name

Note: If the complaint is not IC related, you will need to enter the Jurisdictions in-house ID number. *(Please see section 6.1.1 for the In House Account Numbers)*



After populating all pertinent information, press the **"Save"** button located at the bottom of the page.

Upon saving, you will receive a message confirming the complaint was successfully saved:

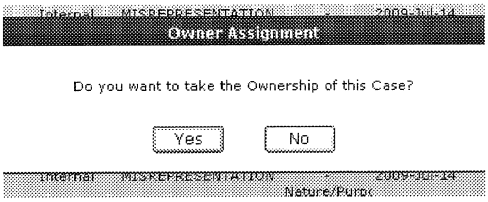
CRILN52012 has been saved successfully!

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

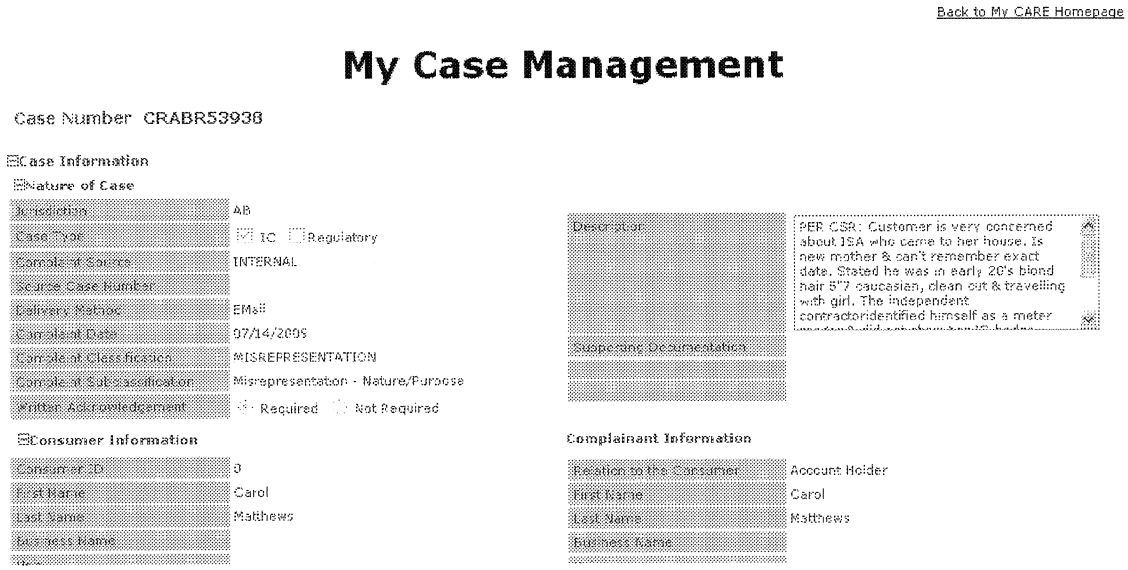
NOTE: There are additional Steps when logging NON-IC related Complaints:

Once a Non IC related Regulatory and/or Third party complaint has been logged, it needs to be assigned to the CS investigations team. (At this time we cannot assign a case prior to saving the complaint).

Once you have logged and saved the complaint, you will need to open the complaint and accept ownership of the case:

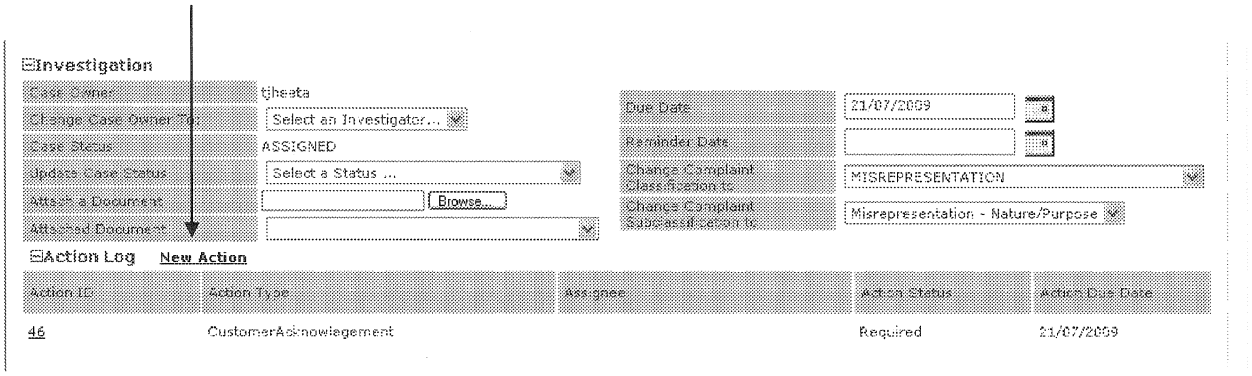


Upon taking ownership of the case, it will open the "My case Management" page:



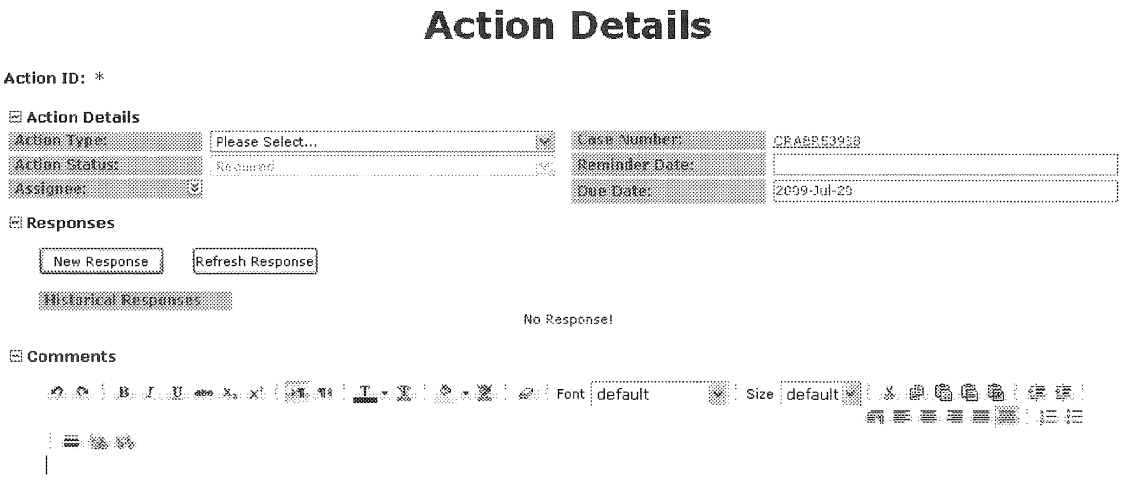
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Under the **"Action Log"** section, click on where it says "New Action":



An Action Window will open which looks like this:

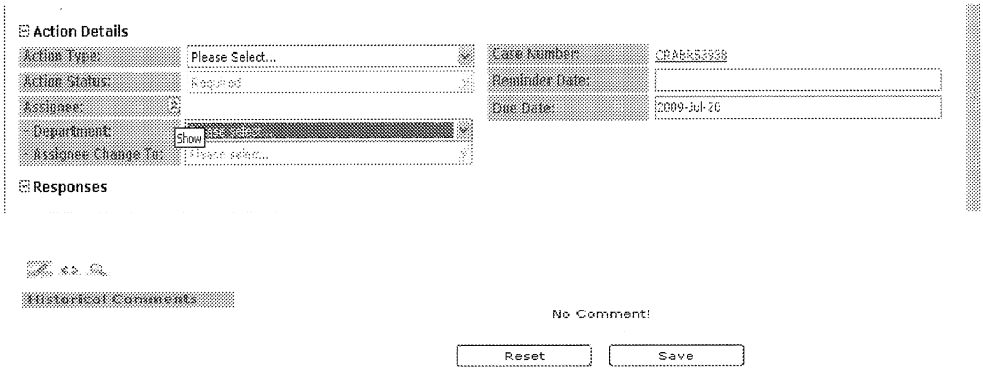
- "Action type": Choose the relevant action type required according to the customers complaint:



- "Assignee": Will provide you with the options of selecting the assignee (Resolutions specialist) & the department they belong to.
- After selecting the corresponding signee & department, you will need to set the due date (based on the agreed time frame between CS Resolutions

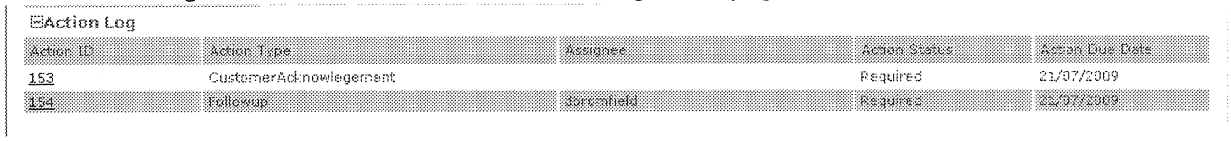
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

and CCR depending on the Regulatory body/Group and Jurisdiction). You may also add any additional comments if deemed necessary. After doing so, you may now "**Save**" the action log.

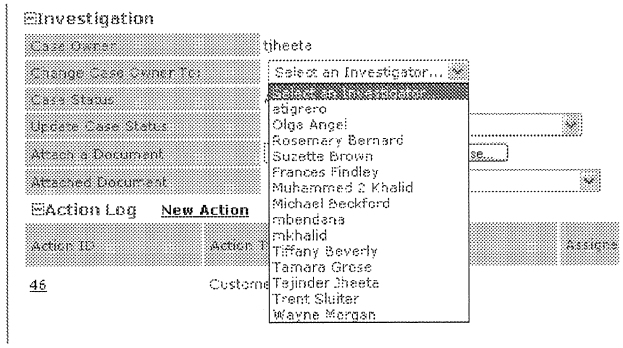


NOTE: *Regardless if the complaint is IC related or Not, You need to create a second action log and assign to the CCR specialist indicating the actual complaint due date.*

Saved action logs will look like this on the Case Management page:



Upon completion of the action logs, you will need to assign the case to the CCR specialist and Save:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.1.1 House Account Numbers

When we receive a third party inquiry that is not related to an IC's misconduct we log it under house accounts. The reason behind this is:

- The house account number is used so that non- contractor related inquiries do not affect contractors' allegation ratios. (Total number of allegations received / submitted deals X 100).
- This also helps us to track inquiries which are not related to an IC's misconduct as compared to contractor related inquiries.
- The house account numbers are also used in the situations where we receive a feedback from the customer and they are unable to locate the contractor involved.

Jurisdictions per Region	House account numbers
CANADA:	
Ontario	19999, 29999, 29993(Universal IC)
British Colombia	53999
Quebec	65299
Alberta	59999
Manitoba	89999
U.S. EAST:	
New York	69999
Massachusetts	75999
New Jersey	35999
Pennsylvania	95999
Maryland	15999
MID-WEST:	
Illinois	72999
Indiana	27299
Ohio	85999
Michigan	49999
U.S. SOUTH:	
Texas	39999
California	
Georgia	

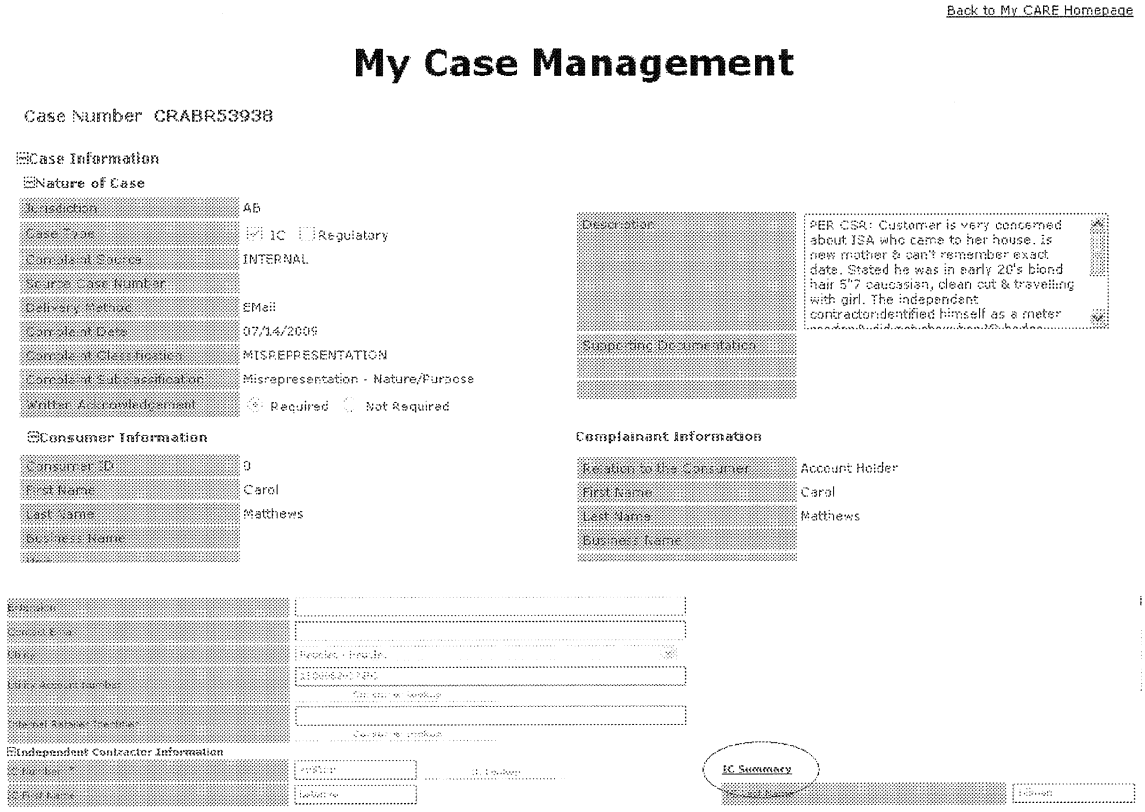
JE00000060_0001.pdf 26
JE00000060_0026

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.2. Retrieving Independent Contractor Feedback & Independent Contractor Performance Summary

The summary provides a snapshot of the IC's performance with the organization. Including, Start date, Contracts submitted, Allegations, and complaint ratio. The summary is used to assist CCR Specialist when assessing IC behaviours and trends. IC summaries are accessible through the Case Management Page from CARE:

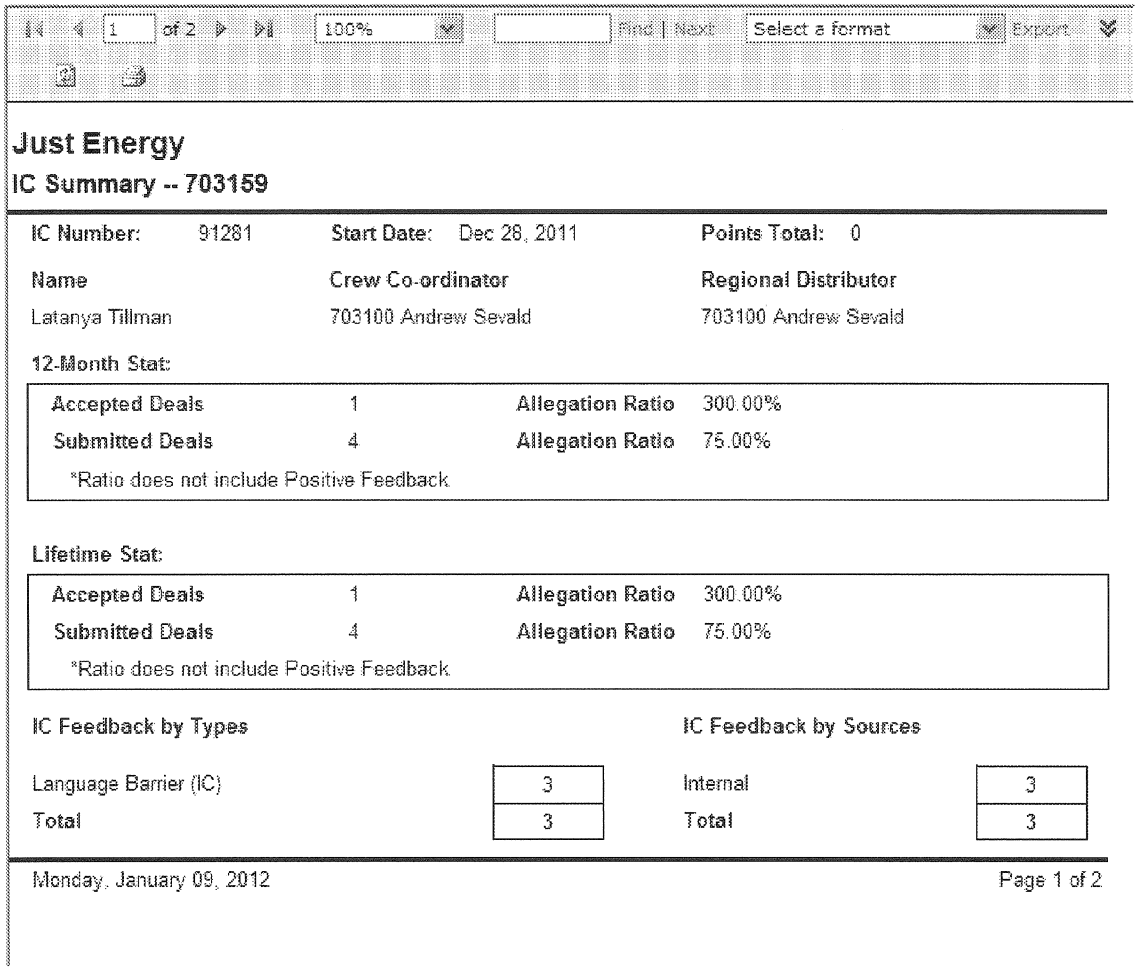
Note: To retrieve a specific IC's summary, put the IC's number in the search criteria of the main CARE page:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

The IC summary will provide you with a minimum of two pages. The first page (print screen #1) provides general information about the IC. This includes the allegation ratio, points received, submitted deals and the number of complaints. The following pages (print screen #2) provide a breakdown of each allegation and the resolution:

PRINT SCREEN #1:



1 of 2 | 100% | Find | Next | Select a format | Export

Just Energy

IC Summary -- 703159

IC Number:	91281	**Start Date:**	Dec 28, 2011	**Points Total:**	0

Name	**Crew Co-ordinator**	**Regional Distributor**
Latanya Tillman	703100 Andrew Sevald	703100 Andrew Sevald

12-Month Stat:

Accepted Deals	1	**Allegation Ratio**	300.00%
Submitted Deals	4	**Allegation Ratio**	75.00%

*Ratio does not include Positive Feedback

Lifetime Stat:

Accepted Deals	1	**Allegation Ratio**	300.00%
Submitted Deals	4	**Allegation Ratio**	75.00%

*Ratio does not include Positive Feedback

IC Feedback by Types		**IC Feedback by Sources**	
Language Barrier (IC)	3	Internal	3
Total	3	**Total**	3

Monday, January 09, 2012 Page 1 of 2

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

PRINT SCREEN #2:

Just Energy

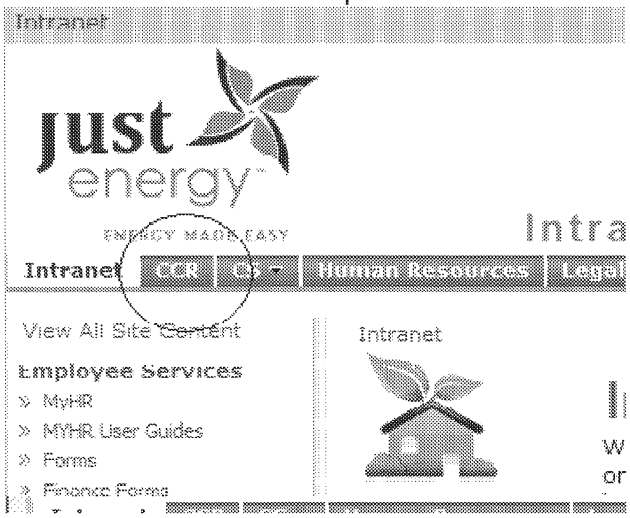
IC Summary -- 703159

IC Complaint Description		Points	Date
Language Barrier (IC)	INFO: Customer called to cancel contract signed which was in English but she barely speaks it and was pressured into it by IC, whom stated she could send a paper to request cancellation she left there. Reviewed acct and informed reaffirmation call as part of the procedure for enrolment was denied due to "language barrier" since cx not able to understand questions being asked in English. Informed we can enroll her through CS in Spanish if interested but cx declined. Provided my name and ID as reference it was cancelled. Explained will not see JE appear on the bill nor EF applies at this stage. Cx understood and had no further questions. by: YRODRIGUEZ -- Jan 09, 2012 RESOLUTION: During the verification call, the customer stated that she was not very good at English and that she asked the IC for a Spanish Representative. Allegation verified. Please ensure the IC does not enroll customers that do not speak the English language. Maria by: MBENDANA -- Jan 09, 2012 RESOLUTION: During the verification call, the customer stated that she was not very good at English and that she asked the IC for a Spanish Representative. Allegation verified. Please ensure the IC does not enroll customers that do not speak the English language. Maria by: MBENDANA -- Jan 09, 2012 RESOLUTION: During the verification call, the customer stated that she was not very good at English and that she asked the IC for a Spanish Representative. Allegation verified. Please ensure the IC does not enroll customers that do not speak the English language. Maria by: MBENDANA -- Jan 09, 2012	0	1/6/2012
Language Barrier (IC)	INFO: SPOKE TO AH - who wanted an explanation of the program as he signed an english contract with an english speaking IC and is not fully aware of what he signed. Explained that JE is an AGS and PG is an LDC who would continue delivering his gas and handling services such as billing, meter reads etc. Adv that JE would become his supplier under a variable rate program for 5 years. Explained F&B of rate flex. Cx understood and stated he wanted to go onto JE website and obtain some more information before deciding if he wanted to proceed with the enrollment. Adv cx that his file will remain open and active but the enrollment was denied by TPV so if he chooses to try the program, he needs to call CS to complete the registration. by: JSANTIS -- Jan 06, 2012		1/6/2012
Language Barrier (IC)	INFO: AH called in to cancel contract just signed with JE today. Cx stated signed for the reason could understand IC mentioned PG name and since asked to show her his bill then under impression it had to do with PG because she explained everything in English. However, cx told her does not speak English but if she could wait for his daughter to come and help him with the language but IC said did not have time for that. Instead she pressured him to sign so could leave. When she did and cx was supposed to do the reaffirmation, this did not happen as per I could see in the acct that call was denied due to cx not being able to be reached. Right after IC left, cx called his daughter and when she came reached the IC stating they would like to cancel what her father without knowing signed and IC said they could go ahead and do that but have to pay the $50 EF. I apologized for the unprofessional behaviour from the IC. Informed if they cancel today, the EF will not apply and explained reason. Also, confirmed this situation will be reported to make sure does not happen again. Cx understood. Finally, provided my name and ID as reference cancellation processed for him as requested. Assured we will not appear on the bill. Cx satisfied and had no further questions. by: YRODRIGUEZ -- Jan 06, 2012		1/6/2012

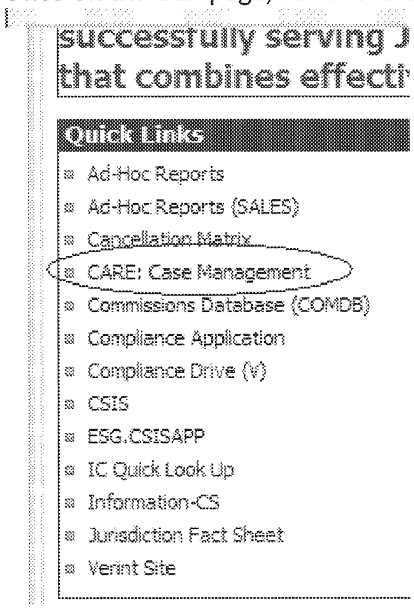
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.3 CLOSING AND RESOLVING INDEPENDENT CONTRACTOR FEEDBACK

From the Just Energy Employee Home page (Intranet), on the top left hand side of the page there is a tab Called "CCR" – please select the tab:

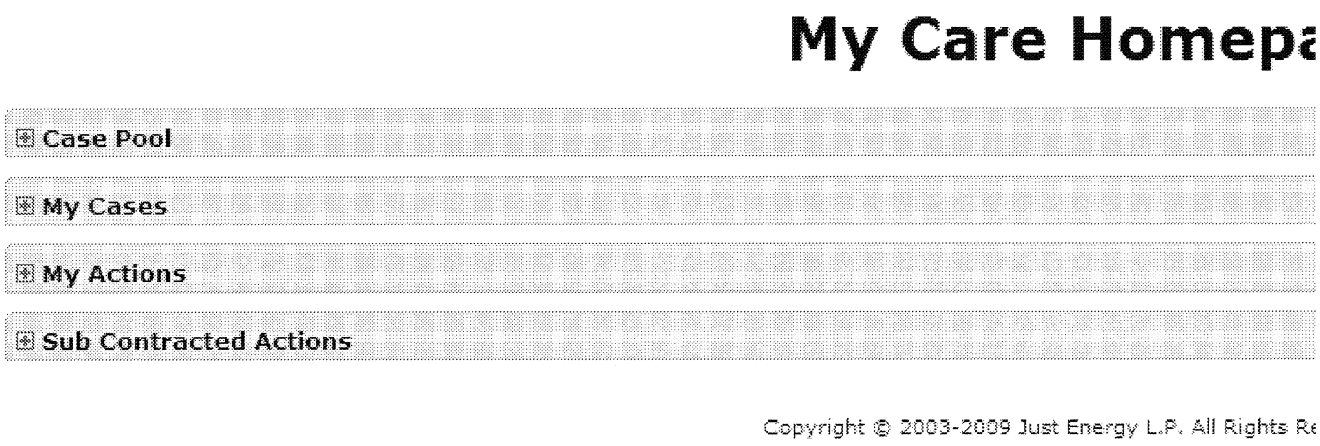


Once on the CCR page, select the Link called: CARE Case management:

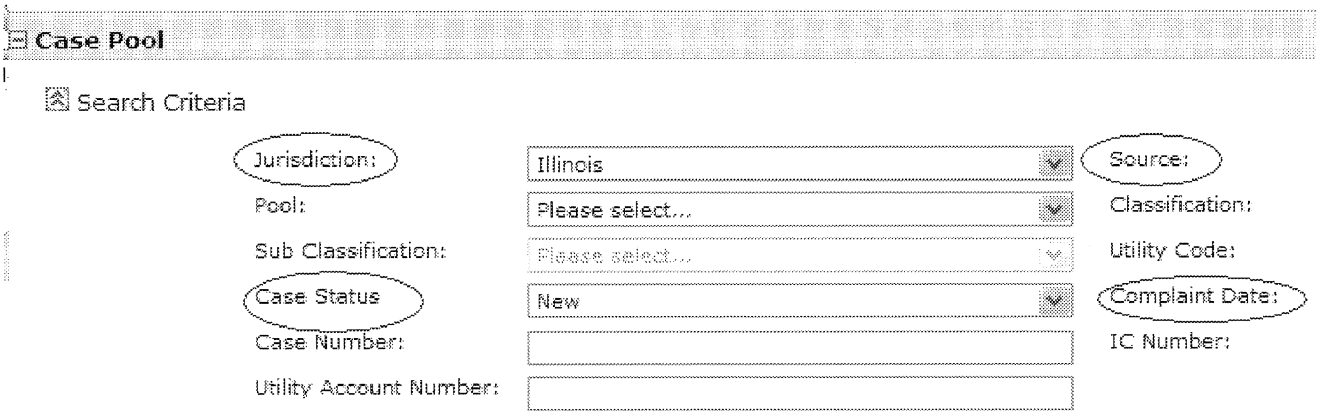


6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

CARE Case management look like this:



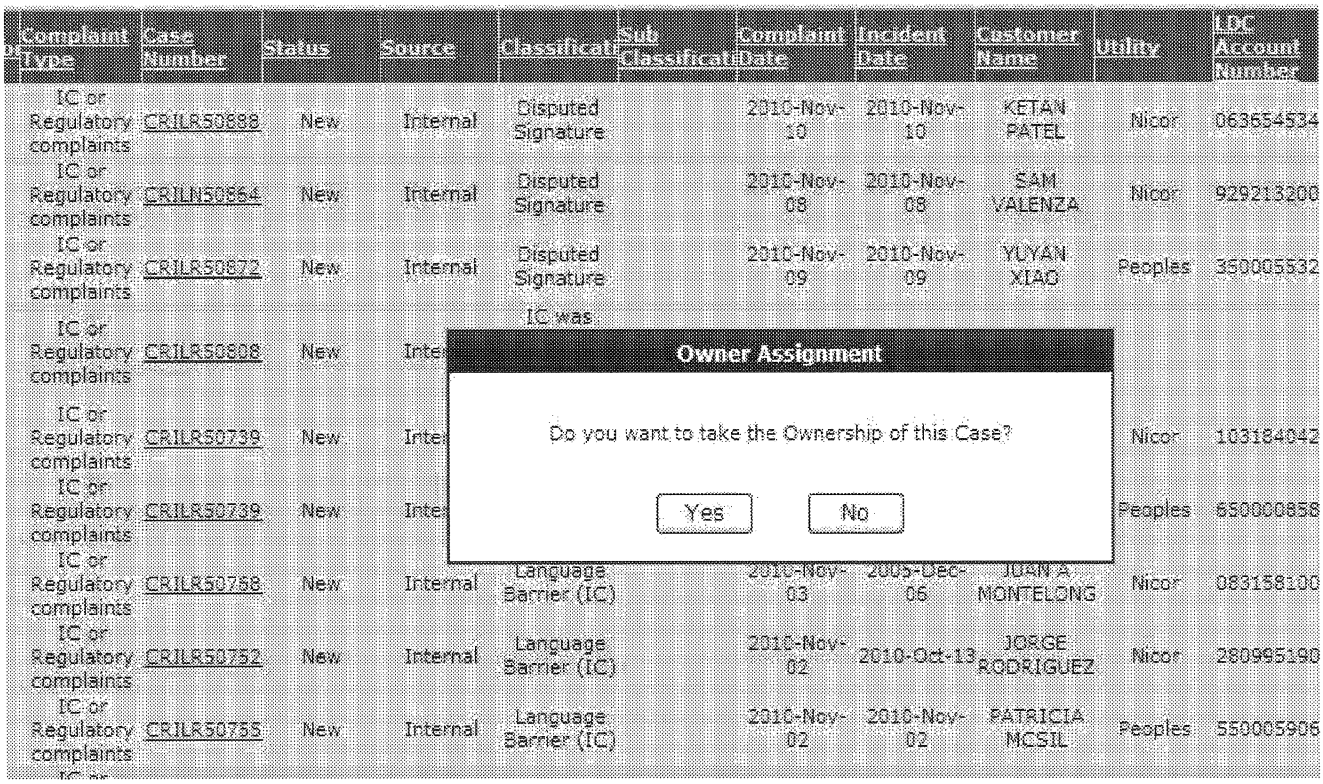
Expand the tab "Case Pool". This will provide the option of selecting the jurisdiction you wish to work from, including the source (ex. Internal, Regulatory etc), The Date range, Case status and so on.



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670 4440
F 905.670 9160

Once you have sorted the search options, select a new case. Once selected, you will see a pop up asking if you want to take ownership of the case – Select "yes":

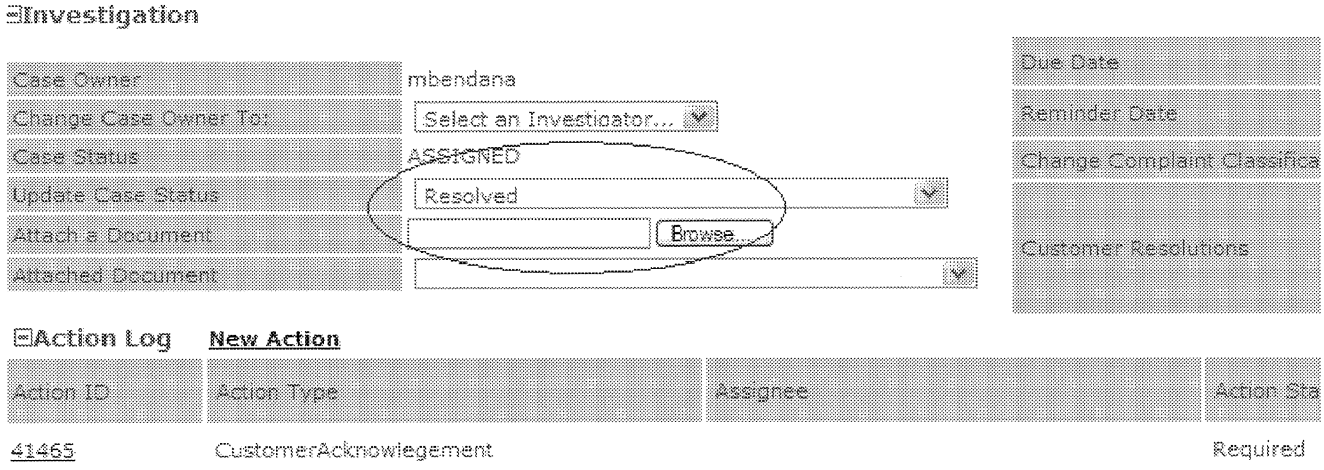
Note: If you choose no, the case will open anyway but will not allow you to make any modifications nor work the case.



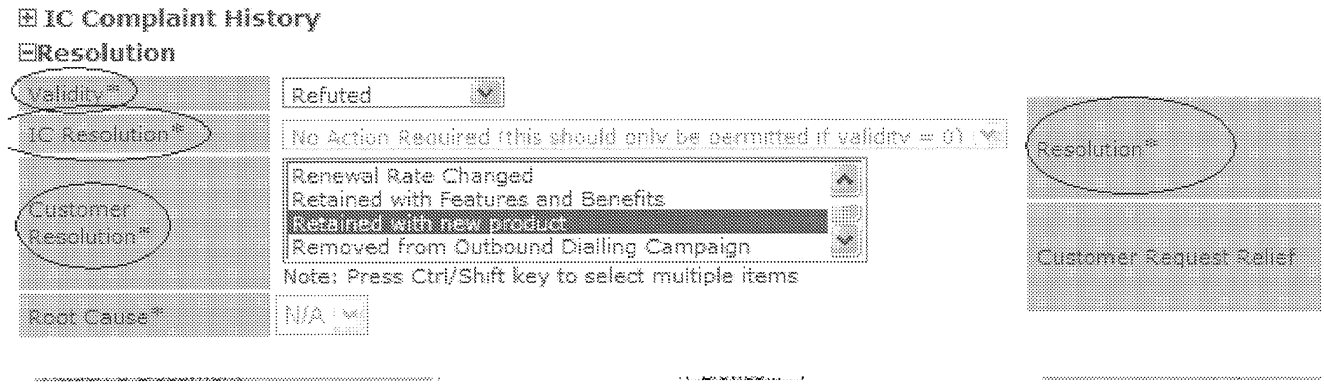
Complaint Type	Case Number	Status	Source	Classificat	Sub classificat	Complaint Date	Incident Date	Customer Name	Utility	LDC Account Number
IC or Regulatory complaints	CRILR50888	New	Internal	Disputed Signature		2010-Nov-10	2010-Nov-10	KETAN PATEL	Nicor	063654534
IC or Regulatory complaints	CRILN50864	New	Internal	Disputed Signature		2010-Nov-08	2010-Nov-08	SAM VALENZA	Nicor	929213200
IC or Regulatory complaints	CRILR50872	New	Internal	Disputed Signature		2010-Nov-09	2010-Nov-09	YUYAN XIAO	Peoples	350005532
IC or Regulatory complaints	CRILR50808	New	Inte	IC was						
IC or Regulatory complaints	CRILR50738	New	Inte						Nicor	103184042
IC or Regulatory complaints	CRILR50739	New	Inte						Peoples	650000858
IC or Regulatory complaints	CRILR50758	New	Internal	Language Barrier (IC)		2010-Nov-03	2005-Dec-06	JUAN A MONTELONG	Nicor	083158100
IC or Regulatory complaints	CRILR50752	New	Internal	Language Barrier (IC)		2010-Nov-02	2010-Oct-13	JORGE RODRIGUEZ	Nicor	280995190
IC or Regulatory complaints	CRILR50755	New	Internal	Language Barrier (IC)		2010-Nov-02	2010-Nov-02	PATRICIA MCSIL	Peoples	550005906

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Investigate the Case accordingly.
Once you are ready to close the case, change the "**update Case Status**" from "**Select status**" to "**Resolved**". This will then expand the bottom half of the complaint, which will then allow you to complete and close the allegation.



Based on you investigative results, you will select the corresponding **VALIDITY** (verified, refuted, Indeterminable), **IC RESOLUTION** (meaning consequences ex. Points, Monetary deduction), **CUSTOMER RESOLUTION** (the resolution provided to the customer by the CSR that logged the allegation), and finally, **RESOLUTION** (resolution comments should include a brief synopsis of your investigation, coaching for the IC, and if whether or not consequences applied)



just energy

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

T 905.670.4440
F 905.670.9160

Before closing and saving the allegation, please ensure:

(i) The Incident date is accurate
(ii) Your comments make sense and are written using proper grammar
(iii) The comments do NOT include customer or IC information
(iv) Save

omplaint History
lution

*	Refuted
olution*	No Action Required (this should only be permitted if validity = 0)
er on*	Renewal Rate Changed Retained with Features and Benefits Retained with new product Removed from Outbound Dialling Campaign Note: Press Ctrl/Shift key to select multiple items
ause*	N/A

Resolution*

Customer Request Relief

y

ID	Penalty Type	Pena

ment

	Comment Type	Comment
	INFO	AH called in to ask to have the program cancelled as her husband and her discussed. They can comparison to many others they know and have much higher consumptions. I informed the cx therefore being sure that actual meter reading are being done on a regular basis, second the n (protected). I went over the current rate/term/Green energy option and explanations, also bec offered the lower rate for three yrs and delete the green energy option. Cx also mentioned tha her English is not very good however her daughter was there to assist her. Explained that if an the product info they can request to have someone who speaks Spanish visit to ensure all ques to the Supervisor to ensure this doesn't happen. Cx decide d to accept the lower rate and is aw

red Fields

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.3.1 COMPLAINT RESOLUTION COMMENTS

When closing a CARE case complaint, you are required to fill in the Resolution comment box that essentially provides the Regional Distributors with CCR's investigation results.

Each Resolution should include the following:

- a synopsis or summary of your investigation results (post review of the FPRC call)
- the validity of the allegation
- a coaching opportunity for the IC
- the number of allocated points – if applicable
- If the complaint was submitted for consequence

Note: If a complaint is a duplicate; the resolution comments should indicate what the complaint is a duplicate of.

Example: Duplicate of CRILR1234

Example of Resolution comments:

(i) Misrep- Savings:

The verification call meets standards. The customer confirmed she understood JE does not promise savings. Nevertheless, please ensure the independent contractor does not provide misleading information to customers regarding savings. Complaint refuted. No action taken at this time.

(ii) Unauthorized Signature:

Review of verification call: The verification call reveals the signee confirmed he is the father of the account holder. Please ensure that the independent contractor takes extra care in verifying authority when signing up potential customers for our program. Complaint verified. Submitted for consequences.

(iii) Language barrier:

Review of verification call: The customer appeared to have a slight language barrier; however we are unable to validate the customer claim at this time. It is imperative that we stress to the independent contractor the importance of not signing up potential customers who clearly cannot speak the English language which in turn will avoid such allegations. The complaint has been closed as indeterminable. The IC however appears to be trending in allegations of Language barrier. Total of 6 LB's in the last 4 months. 1 Point issued for trending.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

- *If the Compliant is verified: Complaint verified. Submitted for consequences.*
- *if no consequences applied: complaint deemed indeterminable. No consequences applied.*
- *If the case is Indeterminable however points issued: Complaint closed as indeterminable. Point(s) issued for trending.*
- *If the complaint is refuted: Complaint refuted. No action taken*

If after completing your investigation, you have made the decision to override a penalty for a verified complaint:

Example: The IC enrolled an existing customer. Complaints of this nature are classified as Unprofessional behaviour and as per the matrix, it warrants 2 point. You noticed however that the IC only began marketing 1 week ago and want to let him off on a warning. In this case, you must create an action log, under the sub-title of "consequence Override" wherein you need to justify the reason for overriding a penalty.

6.3.2 Closing Regulatory/third Party Cases

Closing a Regulatory/Third party complaint in CARE is not much different than closing an internal complaint. The only exceptions are:

- If the complaint is Non IC related, ensure that the IC number is under the jurisdictions in-house account number
- Copy and paste the "response" sent to the Regulatory/third party group in the Resolutions box.
- If the complaint is IC related, create an action log, and copy and paste the "response" sent to the Regulatory/third party group

6.3.3 Positive Feedbacks

The process for closing positive feedbacks is the same process as closing complaints in CARE. The difference is that the resolution comments should reflect a positive comment, and when sending the Notify Distributor, be sure to include the CCR clerks.

The Clerks will then create a positive feedback award, they will have the CCR manager sign it and returned to you to send off to the Regional office(s).

JE00000060_0001.pdf 36
JE00000060_0036

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.4 Allegation Classification

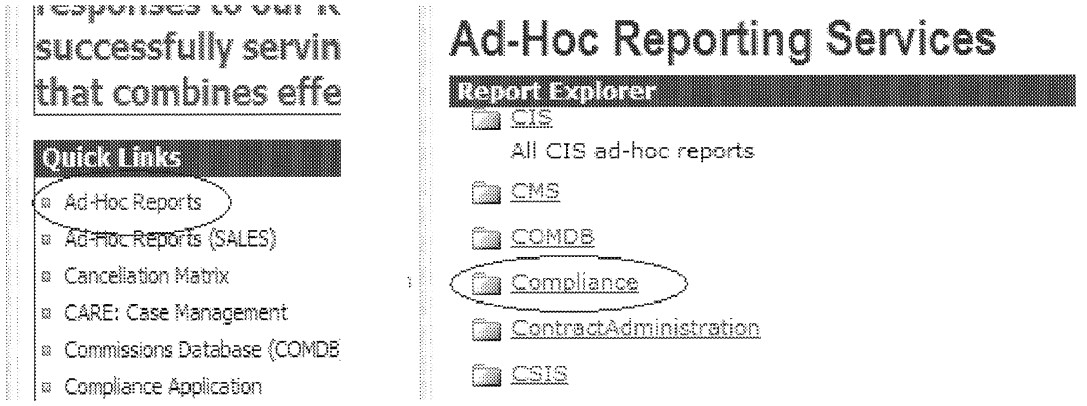
It is very important to probe when submitting an Independent Contractor feedback form. This will assist you in determining the required classification of the feedback form and will eliminate unnecessary Independent Contractor feedback forms being submitted.

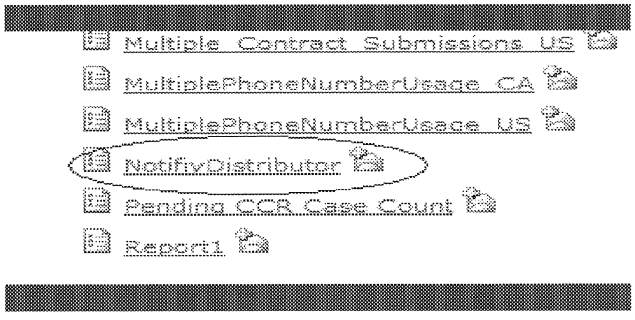
6.5 Distributor Notification

All feedbacks received for an active IC, an e-mail notification must be sent to the IC's corresponding Regional Distributor advising him/her of the allegation, and of the Resolution. These e-mails are saved to a centralized compliance log folder and are kept for our records.
Note: *for inactive/terminated IC's – the email notification should only be sent to the Compliance log for record keeping purposes. Complaints should be investigated as customary in the event the IC(s) are reinstated.*

6.5.1 Steps to Sending the Notify Distributor

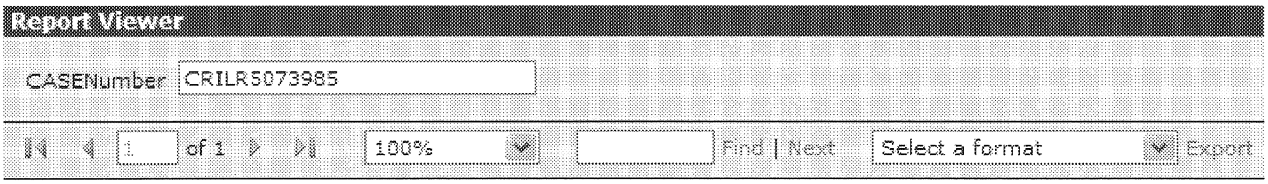
From the Just Energy home page (intranet) select the "CCR" tab, followed by the link called: AD-HOC reports. Once the ad-hoc report opens, select Compliance (on the left hand side) followed by Notify Distributor (on the right hand side):





6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Copy and paste the CARE case number you just closed onto the "CASE Number" then click "View Report".
Once completed, the report will look like this:



IC Allegation Notification

Case Number: CRILR5073985

The following allegation was recorded for Johnny Sadkauskas - IC Number(720112)

Allegation Date: 11/1/2010

Incident Date: 11/27/2007

Allegation Summary:

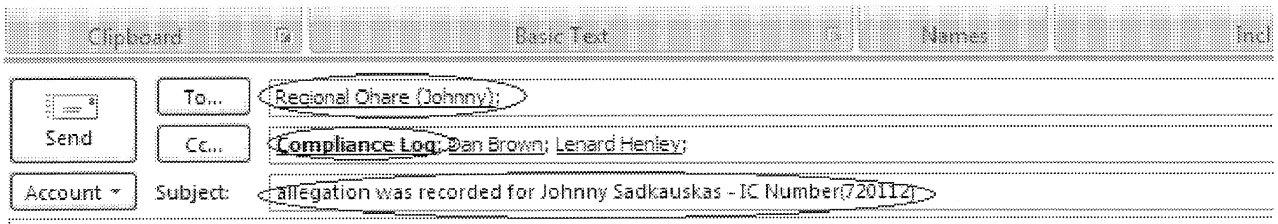
INFO	Customer mentioned that when she signed it was an English speaking IC, stated her English is not very good however her daughter was there to assist her.
RESOLUTION	Review of the verification call: the customer does have an accent; however there is no evidence of a language barrier during the call. It is imperative that we stress to the independent contractor the importa of not signing up potential customers who clearly cannot speak the English language. No action taken.

Feedback History:

Incident Date	Allegation Type	Validity	P
7/21/2006	Unauthorized Signature Unauthorized Signature - Other Non-Authorized Residential		
4/21/2010	Billing Billing - Rates/Charges	1	

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Copy and paste the report on a new email. The email should be sent to the corresponding Regional Distributor, the jurisdiction Regional Sales Manager and the Compliance Log. The subject line should indicate whom the allegation was received for(IC), validity & SEND.



IC Allegation Notification

Case Number: CRILR5073985

The following allegation was recorded for Johnny Sadkauskas - IC Number(720112)

Allegation Date: 11/1/2010

Incident Date: 11/27/2007

Allegation Summary:

INFO	Customer mentioned that when she signed it was an English speaking IC, stated her English is very good however her daughter was there to assist her.
RESOLUTION	Review of the verification call: the customer does have an accent; however there is no evidence language barrier during the call. It is imperative that we stress to the independent contractor the importance of not signing up potential customers who clearly cannot speak the English langua action taken.

Feedback History:

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

6.6 CONSEQUENCES

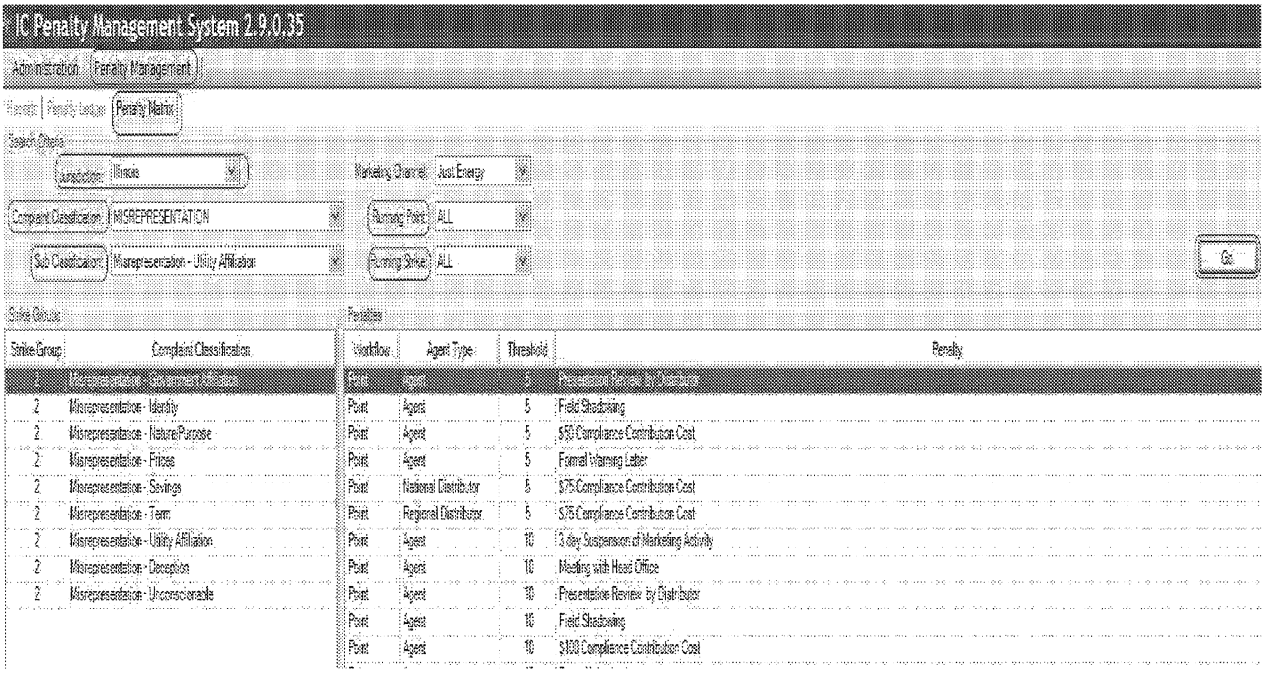
PLEASE REFER TO THE COMPLIANCE MATRICES FOR SPECIFIC MARKET PENALTIES & CONSEQUENCES

V:\COMPLIANCE\CCR PROCESS\IC MATRIX

YOU COULD ALSO REFER TO THE IC PENALTY MANAGEMENT SYSTEM THAT WILL CONFIRM THE PENALTIES THAT WOULD BE IMPLEMENTED AS INTEGRATED IN CARE:

YOU HAVE OPTION TO SELECT FROM JURISDICTION, CLASSIFICATION TYPE & THRESHOLDS:

SEE EXAMPLE BELOW:



JE00000060_0001.pdf 40
JE00000060_0040

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7. Reporting

7.1 Automated Reporting

Automated reporting uses the capabilities of certain systems to create the report. Most of these reports require minimal input of data from the user to generate detailed reports in minutes which would otherwise take hours to do manually.

7.1.1 Reporting for Management

7.1.1.2 Allegation Summary by Jurisdiction

This report provides a detailed summary of the allegation volume and the status for any given 3rd party escalation or regulatory group. It will also be able to provide the number of allegations received in any given month or it can be focused on the last 5 to 7 days and will indicate if they are pending over 5 days.

The Manager of Corporate & Consumer Relations uses this report frequently as a monitoring and reporting tool. However, CCR Specialists can also find use in this report as it provides a clear summary in respect to recent activity in the respective jurisdiction.

7.1.1.3 Compliance-Adhoc Complaints

The Adhoc reports are a useful way of generating information on how many complaints were received in a jurisdiction based off of the IC database. It can also provide details such as customer names, the dates received, the status of complaints, the classifications and the source. The report is generated as required.

7.1.1.4 Weekly Compliance Allegation by Jurisdiction

This report provides a detailed overview of current (Month to Date) and overall (Year to Date) complaints received and the ratios related to the complaints. All of the current jurisdictions are reported.

just energy

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

T 905.670.4440
F 905.670.9160

7.2 Reporting for Regional Distributors

7.2.1 Allegation Summary Report

This report provides a detailed breakdown of the allegations received and the Independent Contractor they belong to. This report is also useful in providing a quick overview of the IC's recent activities with statistics such as submitted contracts, allegation ratios, points received and lifetime contract acceptance rates.
The report will break down the statistics into two main categories, one being "Period Statistics" which outlines the statistics between the desired dates requested by the user, the other category being "Lifetime Statistics" which outlines the statistics of all the activity the IC has done since being issued the identification number. Keep in mind this report will only capture the IC's ID which received the allegation, but the IC could potentially have more than one ID number and the additional ID's would not be captured in this report.
This is a very valuable report for the CCR Specialist and the Regional Distributor involved as it can capture IC trends and concerns. The report is created weekly or bi-weekly depending on the volume of allegations for the particular office.

7.2.2 Regional Distributor Allegation Ratio

This report provides a similar summary to the 'Allegation Summary Data" report but provides a bird's eye view of how each Regional Office is performing within the entire jurisdiction.
The report is able to accomplish this by providing the number of allegations, points allocated and submitted contracts as well as the allegation ratio and points allocated ratio for each office. This report will not provide any specific IC's or any lifetime statistics in comparison to the "Allegation Summary Data" report.
The report is created weekly and is provided to all the Regional Distributors in the jurisdiction it was created for.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7.2.3 Red Flag Analysis Report

The Red Flag Analysis Report is created using a modified version of the "Allegation Summary Data Report". It will provide the same data as the "Allegations Summary Data Report" but filters the report to only focus on potentially problematic IC's.
The report is designed to capture any IC that has an allegation ratio above 2% for the user requested Regional Office.
The report is created monthly and is provided to the Regional Distributor of the office it was created for.

7.2.4 Conference Call Summary Report

This report provides a detailed breakdown of the total allegations received by classifications, lists the Independent Contractors that generated 2 or more allegations during the selected reporting period, as well as the allegation ratio for the reporting time frame.
The report will break down in two main categories, one being "Compliance Statistics" which breaks down each allegation by classification and to the total complaints received for each, and the other category being "Contractor Statistics" which provides the names and Identification badges of the Independent Contractors that generated 2 or more allegations within the reporting period along with the allegation classifications.
The Compliance Summary Report is created weekly and is sent to the Regional Distributor for the particular office.

7.2.5 IC Consequence Detail Report

This report will provide a breakdown of the Consequences (strikes and/or points) that were implemented the previous week for the office the report is being created for.
The report is created weekly and is provided to the Regional Distributor for the office.

7.2.6 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 per IC and classification type within a 12 month rolling period. This report should serve as another tool that will assist the Regional Dist. to immediately address and coach any IC's on the list that may be heading towards termination of their ICA should another strike be issued (Depending on the jurisdiction matrix).
This ad-hoc report will give us the ability to filter based on jurisdiction, office, IC, and the status of penalties (pending or implemented). It has also been enhanced so we can get

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

an IC's 12-month rolling period as of a date we specify. By default it's today's date. (Meaning the date we choose to run the report)

7.2.7 Manual Penalties Report

Essentially, this report will summarize the total manual penalties issued per IC and hierarchy, within a selected time slot.
This ad-hoc report, will allow us to filter the penalty type, jurisdiction, office, and Date range.
The report is also flexible so that we can search for penalties of type Strike and Point in addition to Manual penalties. We can also search
by case number and IC number if we are specifically looking for an IC.
The fundamental idea behind creating the above noted reports was to eliminate a number of our manual reporting & tracking processes.

7.2.8 Multiple Reaffirmation Report

The purpose of the multiple reaffirmation audit report is to identify, determine and investigate any concerns regarding multiple reaffirmation attempts.

As part of Just Energy enrolment process, customers are required to conduct verbal reaffirmation calls subsequent to executing their agreement. While there are legitimate reasons why an IC would necessitate to conduct a second verification call in the event the first one is denied (Ex: the call was disconnected or consumer had additional questions); there are also illegitimate reasons why an IC may attempt a second verification call. (Ex: senior solicitation or unauthorized signature).

By vetting the multiple reaffirmation report, CCR is able to identify the reasons behind each multiple attempt and determine whether they were as a result of legitimate or illegitimate reasons.

JE00000060_0001.pdf 44
JE00000060_0044

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7.3 Internal Reporting

7.3.1 Independent Contractor Summary Report

This report provides an in depth summary of the IC's allegation history for the ID number requested. Any one IC may require multiple reports for each IC identification number they have. Always check the Commissions database to review all the ID numbers that apply.
Details of how to generate this report are outlined in section 6.2 of the manual.

7.3.2 Batching

After a CARE case has been closed, deemed verified and submitted for consequence, there is a final process to complete to implement the penalties (monetary deductions) on the applicable individuals (IC, RD's etc) next commission pay cheque. This is process is referred to as, Batching. Batching is processed via the IC penalty Management system and must be completed every Wednesday.

**** Please refer to the Weekly Reports Manual on how to retrieve the Active IC allegation Summary, The Regional Distributor Allegation Ratio, the Conference Call Summary Report, The IC Consequence Detail Report, The Strike Count report & the Manual Penalties Report and Batching.****

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7.4 Manual Reporting

7.4.1 Daily Reporting

Productivity Tracker (CCR Management & Team Leaders only)

The productivity tracker requires a daily update on what projects have been completed.

At the end of every shift, CCR specialists are required to send their daily productivity tracker to the CCR manager and their respective Team Leader.

The daily productivity tracker should include the total complaints closed, the case and action log for Regulatory follow ups and notes of any other tasks completed other than closing complaints.

Example:

	THURSDAY, 09/22/11
1	CRABR5257614
2	CRABR5257692
3	CRABR5257815 - Action log: 67897 (reg Follow Up)
4	CRABR5258008 - Action Log: 12345 (Reg Follow Up
5	CRNYR5257679
6	CRNYR5257684
7	CRNYR5257671
8	CRNYR5257672
9	CRNYR5257674
10	CRNYR5257673
11	CRNYR5258187
12	CRNYR5257675
13	CRNYR5257797
14	CRNYR5257819
15	CRNYR5258192
* Conducted Compliance call with Alberta Regional * Attended Town Hall Meeting * One on One with CCR Manager	

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7.5 OVERVIEW

	Report	Frequency* OD	W	BW	M	Prepared by	Sent to	Format
CCRS/Management	Allegation Summary by Jurisdiction	x				Generated using the Compliance Database	Inquiring Management party	Adobe, Sent by e-mail
	Ad-hoc Complaints	x				Generated using intranet web reporting.	Inquiring management party	Adobe, Sent by e-mail
	Weekly Compliance Allegation by Jurisdiction		x			Manager, CCR or delegated individual using the dedicated excel spreadsheet.	All of Regulatory, all of Sales, Market Management, Director of Operations.	Excel, Sent by e-mail
	Productivity Report		x			Team Leader, generated using intranet web reporting.	CCR Manager	Excel & Email
	Manual Penalty Report	x				CCR Specialist, Generated using intranet web reporting.	Inquiring Management Party and/or Regional Distributor	Excel, Email
	Batching		x			CCR Specialist	Saved in V-Drive	Adobe
Regional Distributors	Allegation Summary Report	x				CCR Specialist, Generated using the Compliance Database	Regional Distributors, National Distributors and Marketing	Adobe, Sent by e-mail
	Strike Report		x			CCR Specialist, Generated using intranet web reporting.	Regional Distributors, National Distributors and Marketing	Excel, sent by email
	IC Consequence Detail report		x			CCR Specialist, Generated using the compliance Database	Regional Distributors, National Distributors and Marketing	Excel, sent by email
	Multiple Reaffirmation Report		x			CCR specialist, Generated using intranet web reporting.	CCR Specialist OR Regional distributor OR CCR manager	Excel, sent by email
	Regional Distributor Allegation Ratio	x				CCR Specialist, Generated using the Compliance Database	Regional Distributors, National Distributors and Marketing	Adobe, Sent by e-mail
	Red Flag Analysis Report				x	CCR Specialist, Generated using the Compliance database	Regional Distributors, National Distributors and Marketing.	Adobe, Sent by e-mail
	Allegation vs. Sales Activity Report				x	Compliance Manager		
	Conference call Summary Report		x	x		The Conference call Summary report should be generated on a Weekly basis and included in the Monday morning reports, as well as on a bi-weekly basis before conducting Compliance Calls.		

JE00000060_0001.pdf 47
JE00000060_0047

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

8. Compliance Calls

8.1. Corporate & Consumer Relations Calls

The purpose of the Corporate & Consumer Relations (CCR) conference call is to maintain consistency between CCR, Sales and the Regional Distributor. The call also allows the CCR specialist to provide constructive feedback, trends and statistical reporting regarding all allegations received since the last scheduled conference call. Upon completion of the call all parties are invited to ask questions pertaining to the items discussed or other issues that maybe affecting the overall success of the office. Most calls are done bi-weekly and may change due to market activity or necessity.

At times you may encounter a situation that requires immediate attention. The Regional Distributor and the applicable Regional Sales Manager ("RSM") will need to be notified right away. If your RSM is not available, please contact their back up to ensure a member of Sales is present for the call. Please refer to **Exhibit # 3** for the Corporate & Consumer Relations Call job aid and the **Internal Matrix** for the applicable Sales Specialist per jurisdiction.

8.1.1. Set Up

Prior to setting up the CCR call at your desk you should contact your Regional Distributor and RSM to ensure everyone collectively agrees on a specific time for the call to take place as well as the frequency due to market activity. It is essential to cover the following points in your invite allowing all parties to fully understand the purpose of the CCR call. You may want to start off by advising them that Corporate & Consumer Relations has invited them to attend the weekly or bi-weekly conference call to discuss statistical reporting information for the prior week (s) and all trends identified by yourself as it pertains to independent contractors in their office. A brief question and answer period should be the completion of your call to ensure all parties are satisfied with the content of information provided in addition to addressing all concerns that may or may not arise. **Remember to always provide your RSM with the topics of discussion for your call via e-mail and contact them 15 minutes prior to the call to address any concerns they may have.**

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

8.1.2. COMMON QUESTIONS

- Did you get a chance to discuss the allegation with the Independent Contractor and if so what was his/her stance?
- What kind of daily feedback are you getting from your contractors as far as objections out in the field and how are they overcoming it?
- What tools are you providing them with to aid with their rebuttals when trying to overcome objections?
- How has the morale been in the office lately?
- How is training going and do you feel the contractors are being receptive to the information provided?
- Ensure to ask your RSM if there is anything they would like to add to the information you provided?

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

8.1.3 Suspension Calls

An Independent Contractor may accumulate points after a period of time during their marketing activity and break threshold which would constitute a suspension. Below are some questions that you may want to ask the contractor when faced with this scenario. Such calls MUST be recorded.

- Why did you misrepresent the nature & purpose of our program to the customer?
- What is your stance on the allegation brought to our attention from the Regulatory Body?
- What are you going to be doing different upon your return from suspension?
- Do you feel that pressuring customers is the best way to offer our program?
- How would you feel if you were the customer receiving inaccurate information from one of our independent contractors?

8.1.4 Termination Calls

An Independent Contractor may be terminated at any given time during their marketing activity if they are in direct breach of their signed agreement with Just Energy. Below are some questions that you may want to ask the contractor when faced with this scenario. Termination calls MUST be recorded (For e.g. Disputed Signature Allegation)

- What happen on the day you visited this customer?
- We cannot promise that the customer will not utilize their personal rights and escalate this matter further so why not let us know now what happened to prevent further escalation?
- Why would the customer advise us that they did not sign and go as far as providing a copy of their assigned authorized Government identification with their signature to validate their claim?
- Why did you not just write void on the contract and provide the customer with their copy if they decided not to proceed; especially when you did not have a signature on the contract?

JE00000060_0001.pdf 50
JE00000060_0050

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

NOTE: You must remember to always notify the following parties via e-mail when suspending or terminating an IC, in addition to updating their status with notes under the Commissions database.

E-mail must be sent to: Commissions Admin, Vanessa Anesetti (CCR Manager), Richard Teixeira (Director of Sales), Jurisdictions' RSM, Regions VP & GM and CCR's compliance Log

In cases where the IC was terminated for fraud, you need to also send an email to DIST_Letter_Management; Dist_Ops_(according to the Region), application support and Vanessa Anesetti (CCR Manager)
Requesting and stating the following:
"Please initiate an IC protocol for all flowing contracts associated to IC (name & ID)"

Please ensure to also draft a termination letter that must be signed by the Director of Sales before mailing to the IC's address on file. Sample letters can be found on the following drive. **V:\Compliance\Compliance\IC Termination Letters.**

It is imperative you update the Termination & Suspension tracker located on the following path: **V:\Compliance\Compliance Trackers\Terminations_Suspension Reports**

Finally, you must update the IC's status and comments in the Commissions Data base ("COMDB")

Sample e-mail:

From: Maria Bendana
Sent: Thursday, November 17, 2011 5:39 PM
To: Comm Admin
Cc: Vanessa Anesetti-Parra; John Nowakowski; Ken Nowakowski; Andy Weiner; Richard Teixeira; Compliance Log
Subject: Illinois IC Termination - Catherine Nolan #721669

Hello,

Please be advised that IC Catherine Nolan's status has been changed from inactive to terminated without commissions effective November 17, 2011 for verified forgery.

Regards,

Maria Bendaña
Team Leader,
Corporate & Consumer Relations

T 905.461.2057 ext 74276 | F 905.670.5111
6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6
E-mail mbendana@justenergy.com | Web www.justenergy.com
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.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

8.1.5 Conclusion

Always aim to end on a positive note and summarize all points provided to be communicated not just to the IC's in question but globally to the office to maintain consistency, professionalism and order. If you have any positive feedbacks this would also be a good time to bring it up and if possible reiterate the positive points that the customer advised Just Energy about the IC.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

9. Relationship Matrix – Internal

Please see exhibit #3

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

10. Product Knowledge

10.1. Jurisdictions

Within each jurisdiction that Just Energy offers products in, there is usually market specific information or processes that apply. Differences in each jurisdiction can range from the amount of products required, cancellation parameters, enrolments and regulatory. To get an overview of each jurisdiction, please review the Market Manuals located in the following path: **V:\Compliance\CCR Process\Market Step by Steps & Summary Docs**

10.2. Contract Status Codes

Although the databases used such as CSIS incorporate both the U.S. and Canadian markets, the information retrieval on the back end differs greatly between the two national markets. One example on how this affects the end user is with status codes. Status codes identify the current state of a particular customer's contract and can differ between the national markets.

See Exhibit #4 for Contract Status Codes

JE00000060_0001.pdf 54
JE00000060_0054

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11. Regulatory bodies & Third Party Inquiries

This section relates to how a Corporate & Consumer Relations Specialist would address regulatory and/or third party inquiries. The processes that will be covered will address what happens from the receipt of the inquiry until the completion and subsequent closure of the inquiry. As Just Energy operates in various jurisdictions and there are a number of different entities/parties with whom the CCR Department interacts with, the processes will be address by jurisdiction (i.e. Ontario, Illinois, British Columbia, etc.).

There may be entities that may not be listed below, as CCR may not deal with them on a regular basis; however, in the event that contact is made from an unusual or irregular entity, their basic equivalent should be used as a guideline for how to address the concerns and how the response should be conducted.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.1 ONTARIO

REGULATORY BODY

THE ONTARIO ENERGY BOARD ("OEB")

- All OEB inquiries are considered high priority & are found in the OEB portal
- The business is provided with **21** calendars days to respond
- An in-depth investigation is conducted in respect to the customer's account(s) and/or feedback in regards to an IC
- Formal responses are to be provided to the OEB upon conclusion of the investigation
- Customers must be notified of the resolution of the investigation - verbally or written
- All responses must be accompanied by all correspondences pertaining to the customer's account. I.e. contract, verification call, renewal package, etc.
- If the customer's inquiry is in regards to only one commodity, but have multiple/dual accounts, we must address all accounts pertaining to the customer to avoid any re-escalations.
- If the account in question is a large commercial account, we must advise the LVC team to investigation & contact the customer.
- As the OEB does not regulate the LVC accounts, we must advise the OEB that the account in question is a LVC account & the customer will be contact by the LVC team.

THIRD PARTIES

MEMBERS OF PROVINCIAL PARLIAMENT ("MPP")

- MPP inquiries are considered medium & are sent via fax or email by the MPP offices
- As most of the inquiries that come from the MPP offices are customers that are on low income, disability, elderly, etc. It generally does not take much time to determine a resolution as due to humanitarian reasons, Just Energy cancels & waive the exit fees as a goodwill gesture
- The business has **5** business days to provide a response to the customer & the MPP
- The response to the customer & the MPP are addressed verbally

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- For Ontario, we manage the Just Energy & Universal portal. Also, we monitor the National Home Services portal (NHS). Each affiliate will have its own username & password.
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

COMMUNITY COUNSELING & RESOURCE CENTRE ("CCRC")

- Inquiries received from the CCRC generally related to customers who are experiencing financial difficulty and cannot afford their bills – i.e. on social assistance.
- These are considered to be Medium Priority complaints

POLICE

- Depending on the issue, Compliance may be required to follow up with the police regarding an issue. These inquiries tend to be pressing issues and should be addressed within 24 hours.
- A follow up with our Legal Department may be necessary (should there be any concerns that may put the business at risk or if the request from the Police would require you to release restricted information – i.e. personal information about a customer and/or independent contractor)
- These are considered to be Medium to High Priority complaints

INTERNALS

- The IC can be present during the verification call for Just Clean & also Renewals
- Include the following individuals on the Notify Distributor emails
  - RD: Please refer to list below
  - RSM: Raymond Rahaman
  - Compliance Log
  - CCR Specialist of associated office

Yorkland – Gintaras Slizauskas (commercial)
Hamilton – Adam Gleba
Ottawa – Eric Manirambona/ Johnny Lavoie
Ottawa KPG – Closed office
Kitchener – Jamie Bradstock
Islington – Kambiz Avanestan (commercial)
Etobicoke – John Roche (commercial)
Fairview - Brian Marsellus/ Indranie Persaud
Yorkdale – Closed office
Oshawa – Brian Marcellus/ Indranie Persaud
Cambridge – Dan Camirand/Dan Gadoua (Renewals)
Don Mills – Tony Savino, Brian Marcellus
Dundas – Jahan Saffari, Johnny Lavoie, Ali Zamany,

*Dan Camirand is searchable by Regional Kitchener (Daniel)
*Brian Marcellus for both offices is searchable under Regional Fairview (Brian)

JE00000060_0001.pdf 57
JE00000060_0057

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.2 MANITOBA

REGULATORY BODY

THE PUBLIC UTILITY BOARD ("PUB")

- Inquiries/Complaints received from the PUB are generally received via email and the level of investigation would be dependent on the nature of the concern.
- The formal response that is provided to the PUB is sent via email.
- Anything from Hollis or Gerry is considered sensitive and normally involves consulting with Nola, Gord or Vanessa before a response is sent.
- The turnaround response time is currently set at 2 – 3 business days
- These are considered to be High Priority complaints

THIRD PARTIES

BETTER BUSINESS BUREAU ("BBB")

- Inquiries received from the BBB are generally given 10 to 14 calendar days for the investigation and response. The level of investigation will depend on the nature of the customer's complaint.
- Complaints via the BBB are sent via mail and a response can be provided either by mail or email.
- These are considered to be Low Priority complaints– (Due Date specified on BBB notification)

MANITOBA HYDRO (UTILITY COMPANY)

- Inquiries received from Manitoba Hydro are generally received via email and an informal response can be provided back to them.
- Generally, there is a 3 – 5 business day turnaround time associated with responding to the inquiry
- Due to the infrequency of the inquiries, these are considered to be Medium Priority inquiries.

INTERNALS

- There is currently 1 office (office series: #851 or #850)
- Include the following individuals on the Notify Distributor emails
  - RD: Regional Winnipeg (Anna)
  - RSM: Ryan Parnell
  - Compliance Log
  - CCR Market Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.3 QUÉBEC

REGULATORY BODY

GAZ METRO* (ALSO THE LOCAL UTILITY COMPANY)

- Inquiries received from Gaz Metro are generally of a High Priority and are sent via email to either Vanessa Anesetti or the QB_customerfeedback inbox
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to Gaz Metro upon conclusion of the investigation

THIRD PARTIES

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

INTERNALS

- There is currently one office in QB: Montreal
- Include the following individuals on the Notify Distributor emails
  - RD: Dan Quirouette
  - RSM: Ray Rahaman
  - Compliance Log
  - CCR Market Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.4 ALBERTA

REGULATORY BODY

ALBERTA GOVERNMENT SERVICES ("AGS")

- Inquiries from AGS (aka Service Alberta) are received by email sent directly to either the Regulatory Manager, or the CCR Specialist.
- Inquiries are considered to be High Priority / Sensitive in nature and the response time is 1-2 business days.
- A formal response is provided to them via email after a full and in-depth investigation and will include any and all supporting documentation.
- Prior to response being forwarded to Service Alberta it must be reviewed by senior management for approval (i.e. Gord Potter, Nola Ruzycki)

UTILITIES CONSUMER ADVOCATE ("UCA")

- Inquiries received from the UCA are received via the JE public folder AB_customerfeedback@justenergy.com.
- Inquiries are considered to be High Priority / Non-Sensitive and the official response period is 2-3 business days.
- A semi-formal response is provided to them via email upon completion of the investigation which should include and necessary documentation to substantiate Just Energy's position including, but not limited to, copy of signed agreement, terms and conditions, and TPV call.
- Responses are submitted via reply to the originator of the email received via the AB_Customerfeedback inbox.

THIRD PARTIES

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

JE00000060_0001.pdf 60
JE00000060_0060

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

POLICE

- Depending on the issue, Compliance may be required to follow up with the police regarding an issue. These inquiries tend to be pressing issues and should be addressed within 24 hours.
- A follow up with our Legal Department may be necessary (should there be any concerns that may put the business at risk or if the request from the Police would require you to

- release restricted information – i.e. personal information about a customer and/or independent contractor)
- These are considered to be Medium to High Priority complaints

INTERNALS

- Include the following individuals on the Notify Distributor emails
  - RD: See ComDB
  - RSM: Ryan Parnell (currently)
  - Compliance Log
  - CCR Market Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.5 BRITISH COLUMBIA

REGULATORY BODY

BRITISH COLUMBIA UTILITIES COMMISSION ("BCUC")

- Inquiries received from the BCUC are generally of a High Priority and are sent via email to either Vanessa Anesetti or the BC_customerfeedback inbox
- The business is provided with 14 calendar days to investigate and provide the BCUC with our response to the inquiry
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to the BCUC upon conclusion of the investigation
- Responses must include a copy of the customer's contract in PDF format. If the inquiry is IC related, we attached the Verification call.
- The response must address only the complaint given by the customer, should anything else arise during our interaction with the customer do not include it in the response.

The BCUC will review the investigation details and rule on the complaint at hand. Should the commission rule in favour of the customer we must action the ruling provided.

Note:

- Should the BCUC request for a copy of the Verification Call – we must provide it
- A copy of the Notice of Appointment and Terms and Conditions may be requested by the BCUC-we must provide it.

THIRD PARTIES

FORTIS BC (FORMERLY TERASEN GAS)

- All complaints that come from the utility are logged and handled via the FortisBC Website-GEM system
- Username and Logins are required to enter the GEM Portal and each login is based on the original company the customer signed with. (Please see BC CCR Market Training PowerPoint)
- The BCUC adjudicates the matter and their decision will be based on our response to the inquiry (they may rule in our favor or against us)
- All evidence in a dispute must be uploaded in the GEM portal by the end of the NINTH day following the initial logging of the dispute in GEM.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

- Required documentation to be filed by a Gas Marketer includes the Consumer's Agreement (Contract), Notice of Appointment (NOA), Terms and Conditions (T&C's), and the Third Party Verification Recording for all agreements signed after July 1, 2007 (TPV).

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

OFFICE OF THE MEMBER OF PARLIAMENT ("MP")

- The response turnaround time associated with complaints received from an MP's office is broken into different responses. The first being the confirmation of receipt of their inquiry; this is expected to be completed within 24 hours of the inquiry being received. This is generally done by phone or email. The second would be a follow up to provide them with our resolution to the inquiry. Generally, this is within 3 – 5 business days the inquiry should be completed.
- Responses to the MP's office are generally information and can be done via phone, fax and/or email.
- These are considered to be Medium to High Priority complaints

Notes:

- All Backdated Cancellations will only go back 3 months
- There may be some situations where the customer's complaint is regarding the Ever-green contract (effortless renewal), unless we have proof they received the renewal package the BCUC will rule in favor of the customer.
- Prior to July 1, 2007 a Reaffirmation call was not required by the BCUC.

INTERNALS

- There is currently one office in BC: Burnaby
- Include the following individuals on the Notify Distributor emails
  - RD: TBA (check COMDB)
  - RSM: Ryan Parnell
  - Compliance Log
  - Market CCR Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.6 ILLINOIS

REGULATORY BODY

ILLINOIS COMMERCE COMMISSION ("ICC")

- Inquiries received from the ICC are generally of a High Priority and are sent via email from the Consumer Counsellor
- The business is provided with 14 calendar days to investigate and provide the ICC with our response to the inquiry
- Combination of both formal and informal responses sent via email to CSD_ICC@icc.illinois.gov
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to the ICC upon conclusion of the investigation
- Responses must include a copy of the customer's contract in PDF format. If the inquiry is IC related, we attached the Verification call.
- The response should state if whether the account is residential, small commercial or large commercial.

In situations where a customer is unsatisfied with our initial response, the ICC may provide the customer with the option of filing a Formal Complaint against the business. In this situation, our Legal department must be advised along with Management as this scenario will involve a hearing that the business will have to have legal representation present.

Note:

- Should the ICC request for a copy of the Verification Call – we must provide it
- Should the ICC request for billing breakdowns, correspondence etc. relating to the customer's account - we must provide it

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

THIRD PARTIES

OFFICE OF THE ATTORNEY GENERAL: STATE OF ILLINOIS ("AG")

- High priority, sent to CCR via fax by the Citizens Advocates from the Consumer Fraud Bureau Dept.
- Email acknowledgement must be sent within 48 hours of receipt – currently Not auto generated as inquiries are sent via email
- Acknowledgment letter must be sent to the customer within 10 days of receipt of complaint Acknowledgment letters are stored in the following folder (typically drafted by CCR clerk):

(V:\Compliance\Market Information\Illinois\Correspondence\IL_AG)

- CCR Specialist is the ensure that interactions with the consumer, and the consumer resolution is recorded in CARE and CSIS
- CCR specialist is to ensure that interactions with consumer in relations to Contractor Investigation are recorded in CARE
- Response time is 10 calendar days
- Combination of both formal and informal response sent via email to the Consumer Advocate assigned to mediate complaints (response should not include dollar amounts, contracts or verification calls – need written permission from customer to release this information)
- CCR specialist must notify the complainant in writing of complaint resolution

Template and drafted can be located in the following path: (V:\ATTORNEY GENERAL RESPONSES)

- Should CCR receive a follow up inquiry for the same customer, a response must be provided to the AG within 10 days of receipt

PEOPLES GAS ("PG")

- Low, sent via email from the Small Volume Transportation Department
- Response time is 5 business days
- A copy of the consumer's agreement must be attached in the response email when the consumer alleges "enrolment fraud"
- Informal response via email to suppliercomplaints@peoplJust Energyasdelivery.com copied to your regular PG contact

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

NICOR GAS ("NG")

- Low, sent via email from a rate analyst
- Email acknowledgement within 24 hours (if sent to the response folder, automatic receipt email generated)
- Response time is 5 business days.
- Informal response via email to original sender of complaint

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

CITY OF CHICAGO

- ** Sensitive **, High, sent via email by the Assistant Commissioner from the Department of Consumer Services or by letter by the Specialist in Aging from the Department on Aging
- Email acknowledgement must be sent ASAP
- Response time: must be as early as possible
- Combination of formal and informal via email

POLICE & ALDERMAN'S OFFICE

- Medium, generally received via phone from Escalations
- The issue is generally addressed within the call and tends to be something that needs to be addressed internally (i.e. independent contractor permit issue, elderly customer issue)

CITIZENS UTILITY BOARD ("CUB")

- Low, sent via email from either the Director of Consumer Advocacy & Chief of Operations or various *Consumer Rights Counsellors*
- Email acknowledgement within 24 hours (if sent to the response folder, automatic receipt email generated)
- Response is not required, however CCR specialist is expected to address the consumers' concerns accordingly (If IC related)

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

INTERNALS

- When closing Illinois internal allegations whether it is IC or Non-IC related, the case must include the customer and IC resolution via an Action log
- Allegations with IC badges that begin with:
  - 76 & 70#### - O'Hare Office – Regional Dist. Andrew Sevald
  - 72#### - Westmont Office – Regional Dist. Bill Nicholson
  - 18### - Westmont Renewal/commercial – Mike Barnett

- Include the following individuals on the Notify Distributor emails
  - RSM: Raymond Condon
  - Sales Manager: John Nowakowski
  - Filed QA manager is: Lenard Henley
  - Compliance log
  - CCR market specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.7 New York

Regulatory Body

New York State Public Service Commission ("NYPSC")

- Inquiries received from the NYPSC are generally of a High Priority and are sent via email to the NY_customerfeedback inbox
- The business is provided with 14 calendar days to investigate and provide to the NYPSC with our response to the inquiry if received in QRS status, 10 calendar days if in SRS status and 7 calendar days if in Executive Correspondence status
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to the NYPSC upon conclusion of the investigation
- The response must address only the complaint given by the customer, should anything else arise during our interaction with the customer do not include it in the response.

The NYPSC will review the investigation details and follow up accordingly should they require further information regarding the complaint prior to closing it out on their end.
Note:

- The NYPSC may request a copy of the Verification Call, Terms and Conditions or Contract executed.

Third Parties

Office of the Attorney General: State of New York ("AG")

- Inquiries received from the AG are generally given 5 to 10 calendar days for the investigation and response. The level of investigation will depend on the nature of the customer's complaint.
- A formal response to the AG is provided via facsimile which must address only the complaint given by the customer, should anything else arise during our interaction with the customer; do not include it in the response.

Better Business Bureau ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

CONSUMER ADVISOR – STATE CONSUMER PROTECTION BOARD

- High/Sensitive
- 3 business day turnaround time
- Formal response via fax

THE ASSEMBLY STATE OF NEW YORK ALBANY

- High/Sensitive
- 3 business day turnaround time
- Formal response via fax

INTERNALS

- There is currently six offices in New York: Kew Gardens, Yonkers, Brooklyn, Wall Street, Syracuse & Buffalo
- The Regional Distributors are: Hans Gerlus-KG, Pat Gilliland-YK, Cyrus Khalilian-BK, Toni-WS, Cory Pritchett-SY and Ryan McManus-BF
- Include the following individuals on the Notify Distributor emails
  - RSM is: Humera Siddiqui
  - Compliance log
  - CCR market specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.8 INDIANA

REGULATORY BODY

INDIANA UTILITY REGULATORY COMMISSION ("IURC")

- ∞ Inquiries received from the IURC are forwarded to JE by NIPSCo via email
- ∞ Inquiries are considered to be high priority as well as sensitive and the official response period is 3 business days. They tend to require immediate attention and an in-depth investigation.
- ∞ A formal response is required once we have concluded our investigation
- ∞ Include details as to our stance and resolution to the customer (Do not include dollar figures)
- ∞ Responses are to be sent by email to nipscochoice@nisource.com . Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

NORTHERN INDIANA PUBLIC SERVICE COMPANY ("NIPSCO")

- Inquiries received from NIPSCo via email and are located in JE public folder IN_customerfeedback@justenergy.com
- Inquiries are considered to be high priority and require a response within 5 business days from date of receipt of the complaint. The level of investigation will depend on the nature of the customer's complaint.
- A formal response is required once we have concluded our investigation
- Include details as to our stance and resolution to the customer (Do not include dollar figures)
- Responses are to be sent by email to nipscochoice@nisource.com . Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

THIRD PARTY

BETTER BUSINESS BUREAU ("BBB")

- ∞ The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- ∞ We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

INTERNALS

- Currently One office in Indiana – Southbend
- Include the following individuals on the Notify Distributor emails
  - RD: Earl Monday - Regional Southbend (Earl)
  - Compliance Log
  - RSM: John Nowakowski
  - ND: Cory Pritchett - Regional Syracuse (Cory)
  - CCR market specialist

just energy

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

T 905.670.4440
F 905.670.9160

11.9 TEXAS

REGULATORY BODY

PUBLIC UTILITY COMMISSION OF TEXAS ("PUC")

- Inquiries received from the PUCT are generally of a High Priority and are sent via email from the Commission.
- The business is provided with 21 calendar days to investigate and provide the PUCT with our response to the inquiry
- Responses sent via email to puccomplaints@puc.state.tx.us
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to the PUCT upon conclusion of the investigation
- Responses must include all detail pertinent to address the allegation.
- On occasion, the PUCT's call center manager may send a request to contact a customer and resolve their issue. These emails are sent in an attempt to keep a complaint from being lodged against the company and should be addressed immediately. These "off-books" complaints are typically passed to the CRT team so that they may be addressed upon receipt from the commission. Responses to these requests are sent back to the originator of the request via email.

In situations where a customer is unsatisfied with our initial response, the PUCT may provide the customer with the option of filing a Formal Complaint against the business. In this situation, our Legal department must be advised along with Management as this scenario will involve a hearing that the business will have to have legal representation present.

Note:

- Any documentation request from the Commission (i.e. enrollment calls, contracts, TOS's, AR History, customer service calls, etc.) must be honored.

It is JE policy to not disconnect the electric service of a customer during the complaint handling process once they have escalated to the PUCT. When a complaint is logged, the CCR Admin will place a flag on the customer's account to ensure no disconnection proceedings take place. At the close of the investigation, once the PUCT has notified JE and the customer that the complaint has been closed, the CCR Specialist will go into the account and remove the flag.

JE00000060_0001.pdf 72
JE00000060_0072

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Reporting:

The PUCT will provide a response at the closure of each complaint which notifies JE and the customer of the outcome of the investigation. Within this response the PUCT notifies the customer and JE if JE is in violation of the Substantive Rule which governs Retail Electric Providers in the State of Texas.
For each violation that is reported to JE, the Regulatory Manager is made aware of the violation and an email is sent to the appropriate department (i.e. Customer Service, Operations, etc.) notifying them of the violation and providing a coaching opportunity which identifies ways in which to avoid future violations of the same nature.
In addition to the notification emails, a Violation Tracker has been established ("V:\Compliance\Market Information\Texas\TX Violations 2010-2011") that is utilized to provide a running list of violations that JE has caused.
Once a month a meeting is held with the GM of the South Region (Stuart Rexrode), the Manager of the Call Center, the Regulatory Affairs Manager (Kris Washington), and the CCR Specialist. This meeting is held to keep everyone abreast of how many complaints were received for the previous month, to identify any trends, and to develop action plans to address the root cause of the complaints. CCR Specialist maintains a spreadsheet which details each complaint and the outcome (violation or no) and provides this for the meeting. This spreadsheet can be found at the same location as the Violation Tracker.
The details needed for the spreadsheet are obtainable from the PUCT's website http://www.puc.state.tx.us/ . In order to access the complaints via the website, appropriate log-in credentials must be requested from the Commission via the Regulatory Manager.

THIRD PARTY

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

CITY OF HOUSTON

- ** Sensitive **, High, sent via email by the Administration and Regulatory Affairs Department to the TX_customerfeedback inbox
- Response time: Dictated in body of received email
- Combination of formal and informal via email

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

INTERNALS

- Include the following individuals on the Notify Distributor emails
  - RD: See ComDB
  - Sr. RD: See ComDB
  - Compliance Log
  - RSM: Shaun Shivers (currently)
  - ND: See ComDB

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670 4440
F 905.670 9160

11.10 New Jersey

Regulatory Body

New Jersey Board of Public Utilities ("NJBPU")

- Inquiries received from the NJBPU are generally of a High Priority
- An acknowledgement email within 24 hours upon receipt of the inquiry is recommended to be sent to the NJBPU (if sent to the response folder, automatic receipt email generated)
- The business is provided with 14 calendar days to investigate and provide the NJBPU with our response to the inquiry
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised
- Formal responses are provided to the NJBPU upon conclusion of the investigation

Note:

- All inquiries will be handled as listed above until further notice.

Third Party

Better Business Bureau ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

PLEASE NOTE: ADDITIONAL INFORMATION WILL BE PROVIDED AS TO HOW TO HANDLE COMPLAINTS FROM ANY THIRD PARTY ENTITY. IN THE INTERIM PLEASE USE GOOD FAITH EFFORTS TO RESPOND TO AND RESOLVE ALL COMPLAINTS PROMPTLY.

Internals

- There is currently 3 offices in New Jersey, however all are listed under the Newark Branch
- Include the following individuals on the Notify Distributor emails
  - The RSM is: Humera Siddiqui
  - The Regional Distributor is: Scott Lagrosa
  - Compliance log
  - CCR Market Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.11 MICHIGAN

REGULATORY BODY

MICHIGAN PUBLIC SERVICE COMMISSION ("MPSC")

- Inquiries received from the MPSC are received by JE via email and are located in JE public folder: MI_customerfeedback@justenergy.com.
- Inquiries are considered to be high priority as well as sensitive and the official response period is 3 business days. They tend to require immediate attention and an in-depth investigation.
    - Include details as to our stance and resolution to the customer
    - Responses are to be sent by email to 'mpsc_energyop@michigan.gov'

THIRD PARTY

OFFICE OF THE ATTORNEY GENERAL: STATE OF MICHIGAN ("AG")

- Inquiries received from the AG via email in the MI_Customerfeedback folder, in turn we must response within 3 business days from date of receipt; Often the AG will indicate the expected response date in the faxed complaint. These are considered high priority and tend to require immediate attention and an in-depth investigation.
- A formal response is required once we have concluded our investigation via email to the sender
- Include details as to our stance and resolution to the customer
- Do not include dollar figures

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

INTERNALS

- There is currently 3 offices in Michigan, however all are listed under the Newark Branch
- Include the following individuals on the Notify Distributor emails
    - The RSM is: Raymond Condon
    - Compliance log
    - CCR Market Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9150

11.12 OHIO

REGULATORY BODY

PUBLIC UTILITIES COMMISSION OF OHIO ("PUCO")

- Inquiries received from the PUCO are generally of a High Priority and are sent via email. These are generally received through the Ohio customer feedback folder.
- The business is provided with 3 business days to investigate and provide PUCO with our response to the inquiry.
- Combination of both formal and informal responses sent via email to ContactThePUCO@puc.state.oh.us.
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised.
- Formal responses are provided to PUCO upon conclusion of the investigation.

In situations where a customer is unsatisfied with our initial response or there are additional questions PUCO will send a follow up email as indicated above.

Note:

- When providing a response to PUCO we do not usually provide a copy of the verification calls or contracts unless it is requested in the email we receive.
- Due to the PUCO settlement emails may be received from Paula Vogel at PUCO requesting copies of TPV calls and contracts. These must be provided by the timeline stipulated in her email.

THIRD PARTY

OFFICE OF THE ATTORNEY GENERAL: STATE OF OHIO ("AG")

- High priority, sent to CCR via email, fax or mail by the Office of the Attorney General Ohio.
- Response time is 10 calendar days
- Combination of both formal and informal response sent via email to the Consumer Protection Specialist assigned to mediate the specific complaints. (Person who sent the original email.)
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised.
- Should CCR receive a follow up inquiry for the same customer, a response must be provided to the AG within 10 days of receipt

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

COLUMBIA GAS ("COH")

- High Priority, Sent via the Aviator web portal. Individuals using this portal will be assigned a Username and password.
- Response time is 3 business days.
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised.
- Responses are also submitted via the Aviator Website.

DOMINION EAST OHIO ("DEO") & DUKE ENERGY

- High Priority, Sent via email to the Ohio Customer feedback folder.
- Response time is 3 business days.
- An in-depth investigation is normally conducted in respect to the customer's account and the nature of the concern that is being raised.
- Response sent via email to original sender of complaint.
- Please note it is very rare that we receive complaints from these utilities.

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

OHIO CONSUMER COUNCIL ("OCC")

- Medium, generally received via email in the Ohio customer feedback folder.
- Response time is 3 business days.
- Please note we do not provide TPV calls or contracts to the OCC unless we have written authorization from the customer.

INTERNALS

- Allegations with IC badges that begin with:
  - 4510####- Beachwood Office – Regional Dist. Dennis Piazza
  - 4518#### - Rocky River Office– Regional Dist. Andrew Dick
  - 4514####- Columbus Office – Regional Dist. Chaz White
- The RSM for Ohio is: Raymond Condon
- Filed QA managers are: Jose Navarro and Anita Bolin
- Compliance Log
- CCR Specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.13 MASSACHUSETTS

REGULATORY BODY

MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES ("DPU")

- Inquiries received from DPU via email and are located in JE public folder MA_customerfeedback@justenergy.com. Once received a CCR clerk logs the inquiry in CARE.
- Inquiries are considered to be high priority. There is no specified response time identified for DPU complaints, in turn we choose to use a standard response time of within 5 business days from date of receipt of the complaint. The level of investigation will depend on the nature of the customer's complaint.
- A formal response is required once we have concluded our investigation:
- Responses are to be sent by email to the individual identified as the contact in the complaint. Also, the Just Energy Massachusetts Regulatory Manager, Gretchen Fuhr, is to be CC'd on the responses. Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

THIRD PARTY

OFFICE OF THE ATTORNEY GENERAL ("AG")

- Inquiries received from the AG by fax, in turn we must respond by fax up to 10 days from date of receipt; often the AG will indicate the expected response date in the faxed complaint. These are considered a high priority and tend to require immediate attention and an in-depth investigation.
- Our response is to be provided on a Just Energy letterhead accompanied by a fax cover sheet ***IN PDF FORMAT***
- Include the case number and customer name in the response
- Include the case number on the fax cover
- A formal response is required once we have concluded our investigation
- Include details as to our stance and resolution to the customer

The faxed document is to be sent to the attention of the individual identified as the contact in the complaint

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

The document can be faxed through ##########@myfax.com (########## = input fax number). Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

NSTAR (UTILITY COMPANY)

- Inquiries received from NSTAR via email and are located in JE public folder MA_customerfeedback@justenergy.com. Once received a CCR clerk logs the inquiry in CARE.
- Inquiries are considered to be medium priority and require a response within 5 days from date of receipt of the complaint. The level of investigation will depend on the nature of the customer's complaint.

A formal response is required once we have concluded our investigation:

- Include details as to our stance and resolution to the customer
- Do not include dollar figures
- Responses are to be sent by email to the individual identified as the contact in the complaint. Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

NATIONAL GRID ("NG") (UTILITY COMPANY)

- Inquiries received from National Grid via email and are located in JE public folder MA_customerfeedback@justenergy.com. Once received a CCR clerk logs the inquiry in CARE.
- Inquiries are considered to be medium. There is no specified response time identified for these complaints, in turn we choose to use a standard response time of within 5 business days from date of receipt of the complaint. The level of investigation will depend on the nature of the customer's complaint.

A formal response is required once we have concluded our investigation:

- Include details as to our stance and resolution to the customer
- Do not include dollar figures
- Responses are to be sent by email to the individual identified as the contact in the complaint. Also, place your email address in the "CC" field of the email and place your copy in the Response folder as identified in the next step.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

INTERNALS

- Include the following individuals on the Notify Distributor emails
  - RD (Residential): Mateusz Piasta - Regional Boston (Mateusz) ; RD (Commercial): Cory Pritchett - Regional Syracuse (Cory)
  - Compliance Log
  - RSM: Humera Siddiqui
  - ND: Cory Pritchett - Regional Syracuse (Cory)
  - CCR Market specialist

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.14 PENNSYLVANIA

REGULATORY BODY

PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PPUC")

Inquiries received from the PPUC are generally of a High Priority and received in the PA JE public folder: PA_customerfeedback@justenergy.com.

- Inquiries are considered to be sensitive and the official response period is 10 calendar days. They tend to be escalated matters and require immediate attention and an in-depth investigation.
- A formal response is provided via BCA/CAI Web Site upon completion of the investigation.
  http://pucksi.state.pa.us/WEBCAIAPPLICATION/frmLogin.aspx
- The response must include the name of the assigned investigator that's on the complaint form.

THIRD PARTY

BETTER BUSINESS BUREAU ("BBB")

- The BBB inquiries are considered low & are received through the BBB portal - http://kitchener.ebindr.com/mycomplaints
- We provide an informal response (template), which must be uploaded in the BBB portal within **10** calendar days or Due Date specified on BBB notification

INTERNALS

- Allegations with SP badges that begin with:
  - 14### - Bala Office – Regional Dist. Chad Langford
  - 87### - Philadelphia Office – Johnny Sadkauskas
  - 931801 - Infinity Energy Solutions (Telesales Vendor)
  - Coast to Coast Office / Winmark – Pittsburgh (3rd party vendor) – *Nicholas Stewart*
- Include the following individuals on the Notify Distributor emails:
  - RSM: Humera Siddiqui
  - QA Field Supervisor: Louis Millares
  - National Distributor
  - Compliance Log
  - CCR market specialist
- **Telesales (Infinity Energy Solutions)**
  - CS US East Manager, GM & VP

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

11.15 MARYLAND

REGULATORY BODY

MARYLAND PUBLIC SERVICE COMMISSION ("MPSC")

- All Public Service Commission (PSC) inquiries are considered high priority & are found in the Maryland inbox (MD_Customerfeedback)
- The business is provided with 7 business days to investigate & provide the PSC with our response to the inquiry
- An in-depth investigation is conducted in respect to the customer's account/accounts or feedback in regards to an Independent Contractor
- Formal responses are to be provided to the PSC upon conclusion of the investigation to the respective Administrative Specialist at the PSC via email
- Customer must be notified of the resolution of the investigation, should it be verbally or written
- All responses much be accompanied by all correspondences pertaining to the customer's account. I.e. contract, verification call, renewal package, etc.
- *Rebuttals* - The business is provided with 10 business days to review/reevaluate & provide the PSC with our response
- Should the resolution to the rebuttal remain the same as the previous resolution, the business is not required to contact the customer again
- *Appeals* – The business is provided with 30 days to "satisfy" or "answer" the complaint should the business or customer decide to appeal the Commission's decision in Circuit Court

THIRD PARTY

11.16 CALIFORNIA

11.17 GEORGIA

JE00000060_0001.pdf 83
JE00000060_0083

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

12. Corporate Responses

This section provides a general guideline in regards to the types of responses that Corporate & Consumer Relations ("CCR"), as well as the business, sends to an external party when responding to an inquiry or concern. The type of response that is provided is in relation to the nature of the investigation that is conducted as well as intended recipient of the response. The level of detail provided in the response will change depending on who the response is being provided to (i.e. In Ontario, a more detailed response would be provided to the Compliance Department of the Ontario Energy Board ("OEB") verses a high level/general response to an inquiry that may be provided to a Public Information Officer in the Consumer Relations Center). Also, depending on the sensitivity of the issue, the level of the response may be adjusted to either be more detailed or very general.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

12.1 Response Types

12.1.1 Inquiry Acknowledgement Response

This type of response would be provided to a recipient who we are confirming that we received an issue but would not be providing any particulars as to what was done to address the issue.

Response: "Just Energy has reviewed the concerns raised and has contacted Ms. Smith to address the matter. Please feel free to contact Ms. Smith should you require any additional information regarding our resolution."

12.1.2 High Level / General Response

This type of response would provide the recipient with confirmation that the issue was addressed and may include information such as:

- A general understanding of how the inquiry was addressed
- The resolution that was provided
- If we believe the complainant was satisfied with the response

Scenario: General cancellation request

Response: "Just Energy would like to advise that we have contacted Mr. Smith to address his concerns and that we have agreed to cancel the agreement without applying the early termination fee. Mr. Smith appears to be satisfied with our response."

12.1.3 Semi-Detailed Response

This type of response would provide the recipient with specific information relating to the inquiry and the investigation that was conducted in order to resolve the issue. Additional documentation may also be provided to add clarity or perspective to the inquiry (when necessary). The response may include information such as:

- What action was taken to address the issue
- Details regarding when the contract was executed and by whom
- Status of the account
- The resolution that was provided
- Correspondence that may have been or will be provided

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Scenario: Billing Inquiry
Response: "Just Energy has reviewed the concerns raised by Ms. Smith and would like to advise that the contract executed and verbally confirmed by Mr. Smith on January 1, 2004 took effect on March 1, 2004. We further advise that since the contract took effect, Just Energy has been receiving sporadic and partial payments.
Moreover, when Ms. Smith contacted us to request cancellation of the agreement, she was advised of the outstanding balance that was appearing on the account as well as the costs associated with prematurely terminating the agreement. Nonetheless, Ms. Smith chose to proceed with terminating the agreement and was advised that she would be responsible for the outstanding balance as well as the early termination fee. Notwithstanding the above, we have agreed to waive the early termination fee on the basis that Ms. Smith addresses the outstanding balance related to the commodity costs. Ms. Smith has agreed to a payment arrangement and correspondence confirming our resolution has been sent to her residence."

12.1.4 Detailed Response

Further to the Semi-Detailed Response, this type of response would provide the recipient with all the relevant information associated with the inquiry and the account(s) in question. Also, it is likely the supporting documentation may be required to be sent along with the response such as a copy of the contract, renewal notice(s) or other correspondence sent to the customer. The response may include information such as:

- What action was taken to address the issue
- Details regarding when the contract was executed and by whom
- Details regarding the interaction between the business and the customer
- Timeline associated with the interaction(s)
- Status of the account
- The resolution that was provided
- Correspondence that may have been or will be provided

JE00000060_0001.pdf 86
JE00000060_0086

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Scenario: Unauthorized Signature Claim
Response: "In regards to Ms. Smith's inquiry, please be advised that JUST ENERGY has reviewed the concerns raised by Ms. Smith. We note that our records indicate that the agreement was executed on February 1st by Mr. Andrews who indicated to us that he had the authority to execute the agreement on Ms. Smith's behalf. Moreover, the agreement was verbally confirmed by Ms. Smith on February 15th, when she was contacted by a member of our customer service staff, who further confirmed that Mr. Andrews did make her aware of the agreement and also had the authority to enter into the agreement.
Also, our records indicate that Ms. Smith contacted our customer service department requesting cancellation of the agreement on April 30th because she had received a high bill and did not want the program as she did not sign the agreement. Ms. Smith was advised that we would cancel the agreement without applying the early termination fee; however, she would still be responsible for the commodity used while the program was in effect.
We note that upon receipt of the inquiry, JUST ENERGY has contacted Ms. Smith and advised her of our findings, in that we have a recorded conversation wherein she confirmed to us that Mr. Andrews was authorized to execute the agreement on her behalf. Moreover, our previous response was reiterated to Ms. Smith and we confirmed to her that the agreement has already been cancelled, effective May 30th. We note that Ms. Smith has expressed her dissatisfaction with the response because she feels she should not be responsible for the outstanding balance; however, our response to Ms. Smith remains the same.
Please find attached, for your records, a copy of the executed agreement as well as the verbal confirmation call wherein Ms. Smith confirmed her acceptance of and participation in our program.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

12.2 Corporate Response Reference Chart

Please find below charts relating to the jurisdictions and the entities in which CCR corresponds with, on a regular basis. Depending on the jurisdiction and the atmosphere of the jurisdiction, the type of response may be adjusted.

Entity	Inquiry Acknowledgement	High Level/General	Semi-Detailed	Detailed
Ontario				
OEB		■	■	■
MPP	■	■		
MP	■	■		
CCRC		■		
BBB	■		■	
Police	■			
Manitoba				
PUB			■	■
BBB	■		■	
Manitoba Hydro		■	■	
Quebec				
GazMetro		■	■	■
Alberta				
AGS		■	■	
UCA		■	■	
BBB	■		■	
Police	■			
British Columbia				
BCUC			■	■
Fortis BC		■	■	
BBB	■		■	
MP	■	■		

Entity	Inquiry Acknowledgement	High Level/General	Semi-Detailed	Detailed
Illinois				
ICC		■	■	■
AG	■		■	
CUB[1]	-	-	-	-
PG		■	■	
NG		■		
BBB	■		■	
City of Chicago		■		■
Police	■			
Alderman's Office	■			
New York				
NYSPSC		■	■	■
AG		■	■	
Consumer Protection		■		
Consumer Affairs		■		
State Assembly		■		
BBB	■			
Indiana				
NIPSCO		■	■	■
BBB	■			
Texas				
PUC		■	■	■
BBB	■		■	

[1] Please note that while Just Energy acknowledges and address CUB consumer concerns, Just Energy no longer provides a response to CUB with the consumers' resolution.

JE00000060_0001.pdf 88
JE00000060_0088

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Entity	Inquiry Acknowledgement	High Level/General	Semi-Detailed	Detailed
New Jersey				
NJBPU	■			■
BBB			■	
Michigan				
MPSC		■	■	■
AG		■	■	
BBB	■			
Ohio				
PUCO		■	■	■
AG	■	■	■	
BBB	■			
COH		■	■	
DEO & Duke Energy		■	■	
OCC		■	■	
Massachusetts				
DPU		■	■	■
AG	■		■	
BBB	■		■	
NSTAR	■		■	
NG	■		■	
Pennsylvania				
PPUC		■	■	■
BBB	■		■	
Maryland				
MPSC				
California				
Georgia				

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

13. Alternative Marketing Channels

13.1 Momentis

Momentis is marketing channel that allows Independent Representatives "IR" the opportunity to warm market the Just Energy programs to friends and family. Momentis customer enrolments are 100% web based.

CCR manages the complaint portion of the Momentis business. Like IC complaints, Customer Service will log an IR complaint via CARE should a customer contact Just Energy expressing concerns regarding the IR's marketing activity. All momentis feedbacks are logged under the same Id Number 740002 via CARE.

Please refer to the Moment Complaint Process on details and steps to closing, investigating and whom to send IR feedback to.

13.2 Telesales (U.S. East Only)

The Telesales process begins when Third Party Venture **cold call's* a potential customer by telephone to offer a Just Energy natural gas or electricity product. Note that in New York, in addition to cold calling, the Third Party Venture will also attempt contact Old Hudson Energy Customers. After the customer confirms that they want to proceed with the enrolment, the telemarketer/Independent Representative will have the customer complete a verification call (in most markets the verification call is done with an automated representative).

The US East Resolutions Management Team Manager (currently Christopher Chan) will periodically send email to the Corporate and Consumer Relations Department with an updated list of the Third Party Vendors conducting the Telesales calls in each market and product information.

** Cold Call - an unscheduled phone call placed by a sales agent*

Please refer to the Telesales Guide on how to investigate and, locate verification calls. Please also refer to the Telemarketer Complaint Investigation process Guide and the Telesales retrieval Guide for more information.

JE00000060_0001.pdf 90
JE00000060_0090

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670 4440
F 905.670 9160

13.3 RED VENTURE

Just Energy entered into a partnership with Red Ventures to provide a variety of services which include management of Just Energy's on-line presence, paid and natural search engine optimization, and intelligent customer lead generation through proprietary optimization technologies.
Red Ventures also promotes and sells Just Energy's products and services. Customers who sign up through Red Ventures will receive a confirmation email.

Similar to Momentis, CCR manages the complaint portion of Red Venture feedbacks. Red Ventures complaints are all logged under the same id number, 690000 via CARE. CCR investigates the complaints as per usual; however penalties do not apply and the notification process is slightly different. If a complaint is deemed to be verified, the complaint should be closed as "verified no consequence".

Red Venture feedbacks are sent via email to the Katie Cook (kcook@redventures.com) a Director at Red Venture and CCR's point of contact.

The email to Katie should include the customer's name, account number, Incident date and telephone number.

It should also include the complaint summary including description and Resolution comments. Please remember to CC the compliance Log as well.
Example Email:

From: Deisha Branch [mailto:DBranch@justenergy.com]
Sent: Tuesday, May 17, 2011 11:31 AM
To: Katie Cook
Cc: Maria Bandana
Subject: Red Venture Allegations

Hello Katie,

Please be advised that Corp. & Customer Relations received a complaint for a Red Venture agent.

Customer: Mr. Emanuel Landa
Account: 2557060086
Date: 3-25-11
Phone: 773-410-3243

Allegation Summary

Info: Customer indicated that he signed a new contract with us at 0.69¢/therm. Customer was advised that this contract was canceled because his current contract has not ended yet and he cannot have two contracts at the same time; however he was offered a price for the remaining term of the contract.

Resolution: The CCR has deemed the allegation as no penalty.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

EXHIBIT #1 – HOW TO RETRIEVE VERIFICATION CALLS

Step by Step guide on How to Retrieve Calls

Verint

Verint is a web based system wherein Just Energy stores all of our in-house customer service calls, with the exception of third party verification calls depending on the Jurisdiction.

1.) To access Verint, click on the link below:
http://aprdtelvm002.cs.oesc.ca/Ultra/HomePage_Frames.aspx

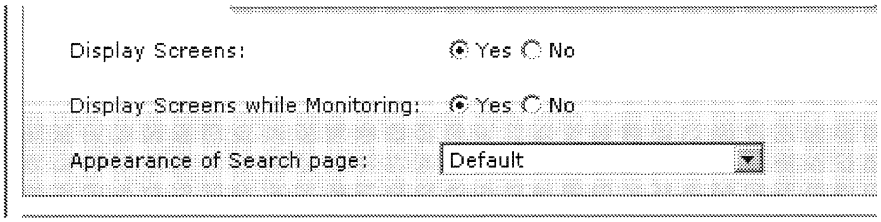
2.) The system will still ask you to input your credentials. Please go ahead and do so (see screenshot below).

- Username= "oescca\<input your Windows username here>".
- Password= your windows password.

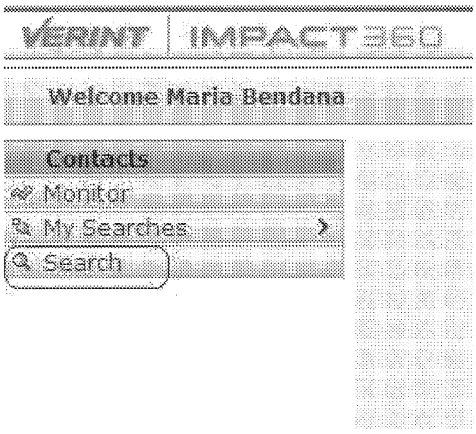
6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3.) Settings:

Since this is an upgrade, your settings may have been reverted back to the default settings. If you are not seeing the screen capture feature in Verint, please ensure to change your "Preference" settings from "no" to "yes" for the screen display options as shown below:



4.) From the main Web page click on the search icon:

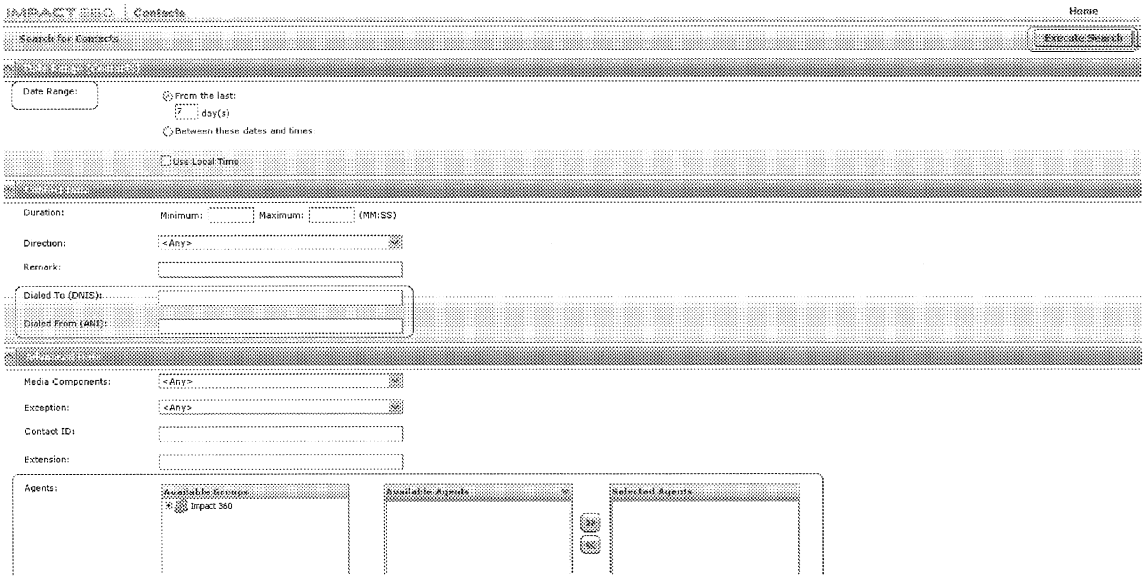


just energy

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6

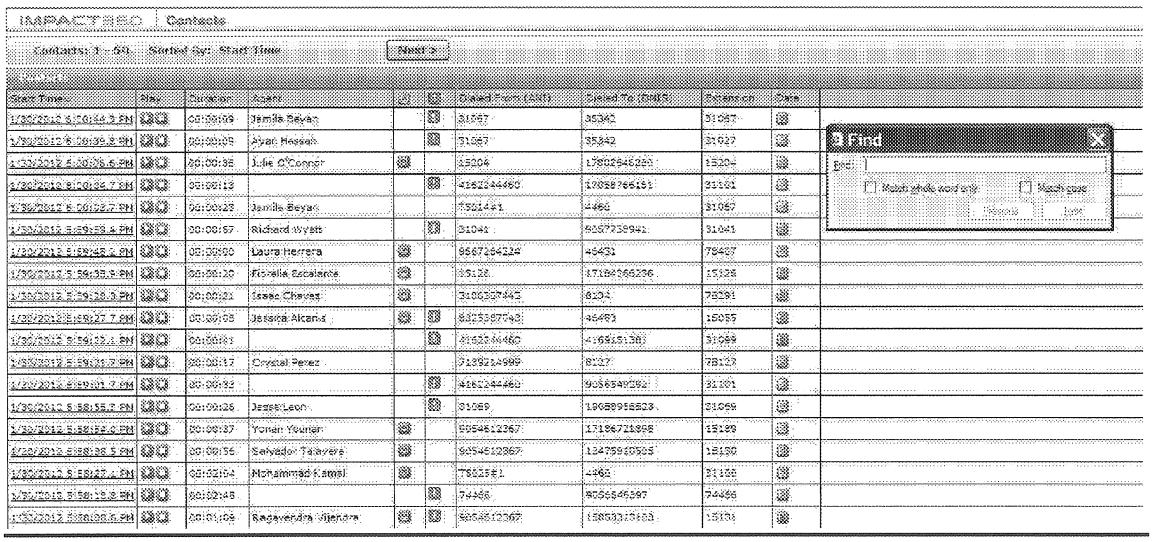
T 905.670.4440
F 905.670.9160

5.) On the "search for Contacts" page, filter the call information as needed, including date range, if you have the telephone number put in the dial from or dial to section, and you will need to locate the CSR "agent" accordingly, upon doing so execute search:



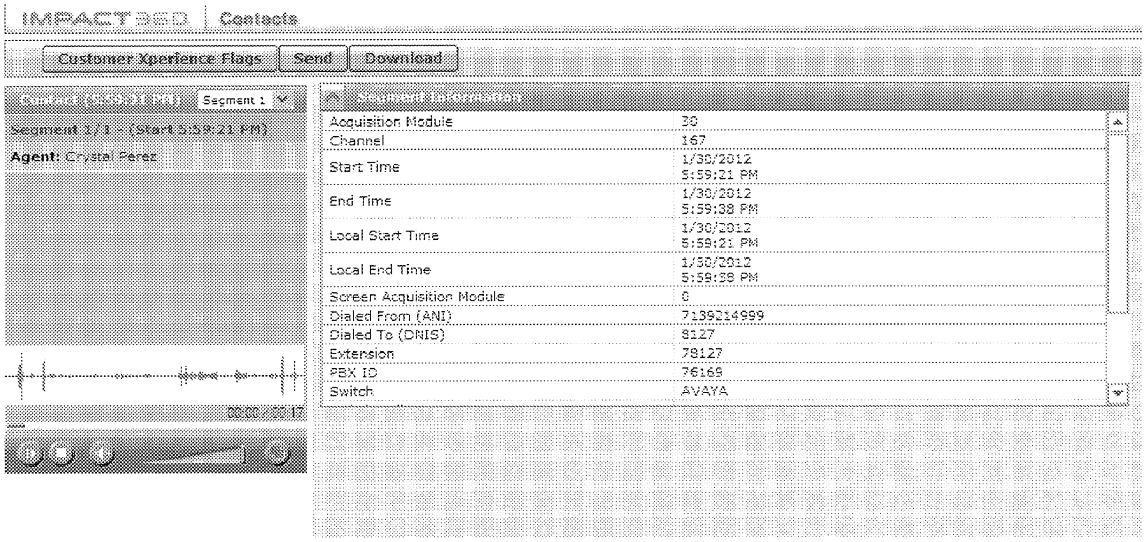
6.) The results page will look like this:

Note: if you know the telephone number you are looking for, you could control "F" to make the search quicker. You could listen to the call by clicking on the play icon OR click on the date link which will open the next page:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

7.) You could play the call from this page as well, OR click on the "download" icon to listen to the call in windows media which will also allow you to save the call accordingly:



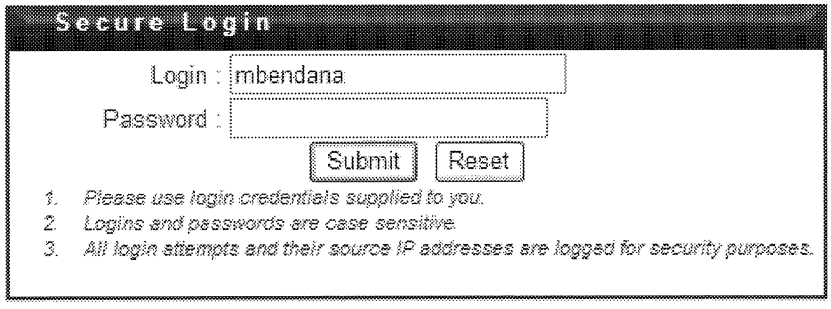
Third Party Verifiers

Alliance Communications "AC"

All verification calls conducted by Alliance Communications begin with an "AC"

1. To access the AC website click on the link below:
   http://www.allianceicomm.com/

2. Enter you login and password (to obtain a password please email the Vendor management group)



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

3. The search page will look like this:

4. Put the AC verification code under the "Recording by FPRC" section, and click search:

5. Click on the "listen" icon, which will open a second window. Click on the "listen" icon again which will then open a windows media:

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

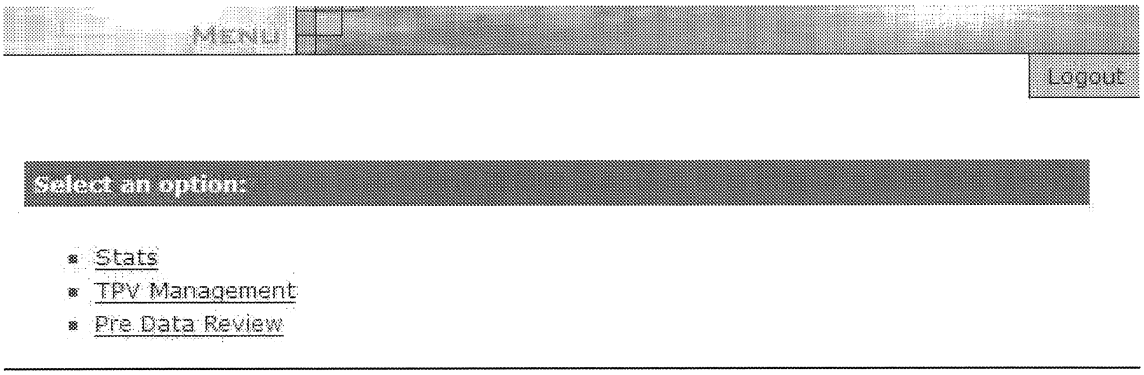
Client Access "C4" or "QRO"

All verification calls conducted by Client access begin with "CF"

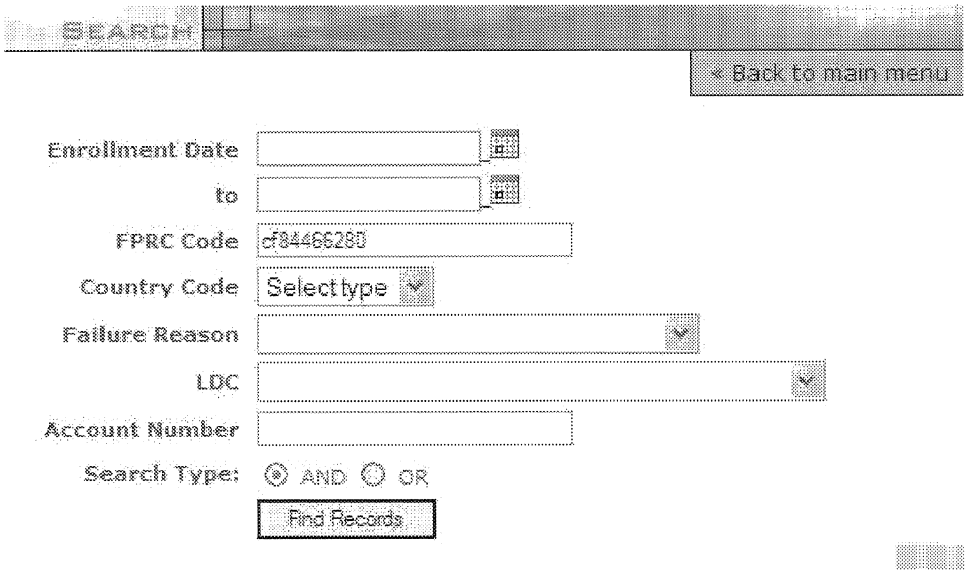
1. To access the C4 website click on the link below:

Unser name: ESG
password: admin
https://www.qroutsourcing.com/clientaccess/?error=Please+log+in

2. under the menu option, click on the pre-data Review:

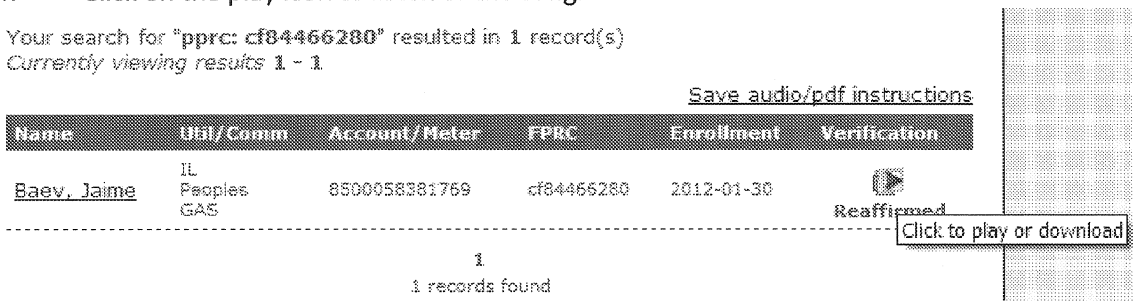


3. The search window will open. Beside the "FPRC code" section, copy and paste the FPRC code and click find records:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

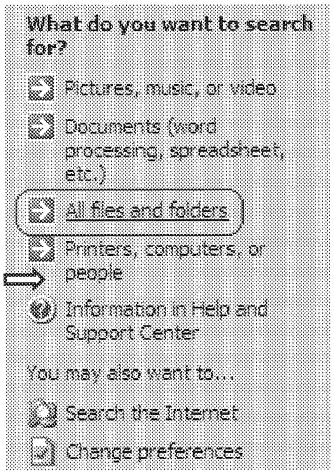
4. Click on the play icon to listen to the song:

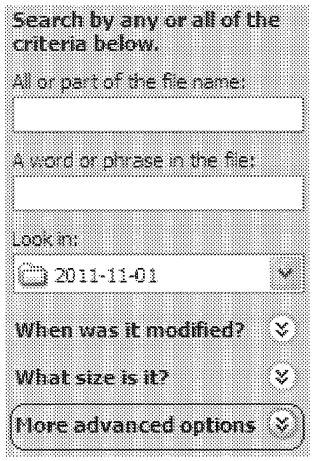


5. You may also try locating the calls via the internal folder: \\Oesc.ca\callrecordings$\C4_Recordings

Note: Currently, audio files older than 6 months are archived, and IT is looking into archiving files older than 1 year. In the interim, using **cf59829674** as an example (call date: Nov 1st 2011), here's what you need to do:

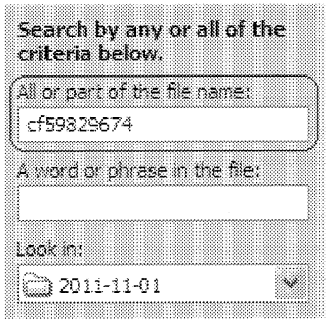
1. Click on "all files and folders" followed by "use advanced search options":





6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

2. Put the FPRC code "all or part of the file name" and search:

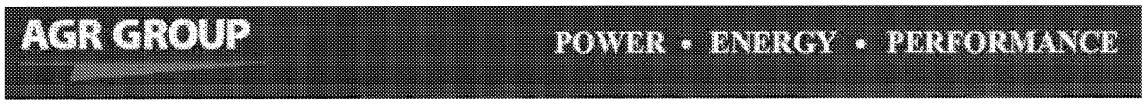


Account Maintenance & reporting "AGR"

All verification calls conducted by Account Maintenance & reporting begin with "AG"

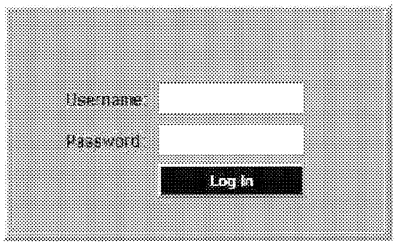
1. To access the AGR website click on the following link:

Username: OESData
Password: nEEd4dAtA
https://admin.agrgroup.biz/



Account Maintenance & Reporting

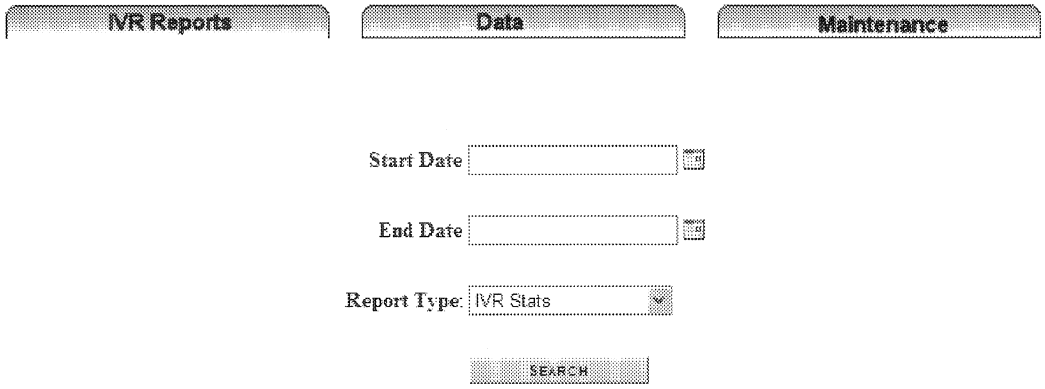
Client Login



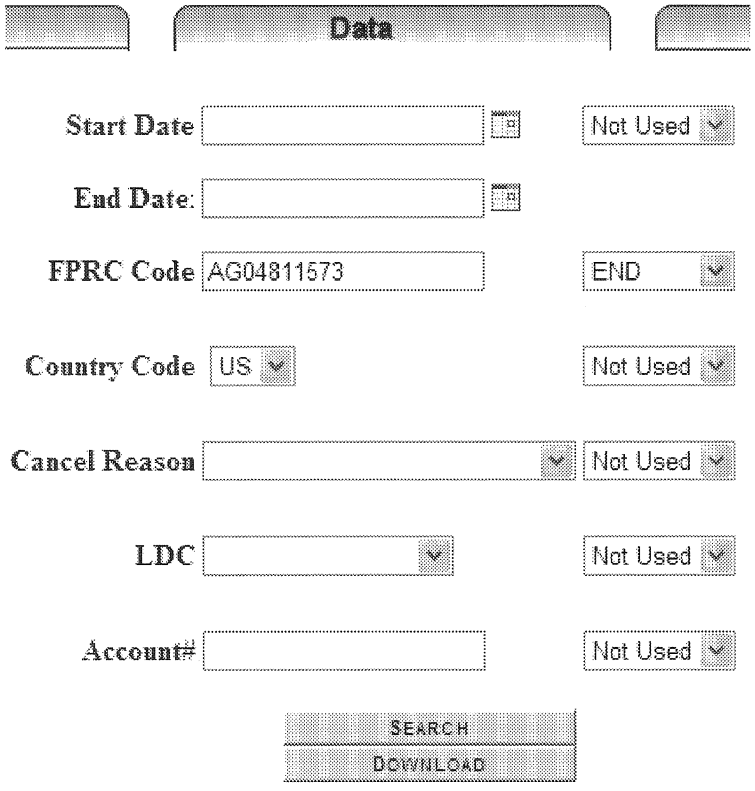
Site ©2009 AGR Group Inc. - ALL Rights Reserved

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

2. Once you have logged in, the main search page will open. Click on the "data" tab:



3. From the 'data" page, enter the FPRC code beside the FPRC code section, drop down the "not used" to "END" and search:



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

4. A new window will open which will allow you to listen to the call:

Gathering data, please wait ...

Recording	Market	Commodity	MarketParticipantIdentifier	ConsumerLocationTypeIden
Listen	IL	G	Peoples	RESIDENTIAL SVC

New Search

Retrieving verification & customer calls for Pennsylvania & New Jersey:

We request all reaffirmation calls via the Issue Tracker and assign it to Vendor Management for New Jersey.

Pennsylvania Telesales calls are requested through Arianna Clavell
Verification calls are also requested via the Issue tracker and assigned to Vendor Management

As for customer service calls the request goes to: Rm_US_East

3474

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

EXHIBIT #2 – INTERNAL FEEDBACK RESPONSES

Misrepresentation – General

Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate to regulatory bodies. Please address this matter with the independent contractor.

First allegation of this nature. Please ensure that the independent contractor is clear in his presentations to customers. The customer claims that he was not aware that he was signing a contract; please ensure this is clearly identified in the contractor's presentation. FPRC was conducted-no action.

Please ensure independent contractor is clear about the rate the customer will be paying and does not lead customer to believe that "nothing will change". If a customer signs up at a rate that is higher than what they are currently paying, they need to understand that their bill (based on same usage) will be higher. Please address with contractor. Further allegations of this nature will result in the issuance of points.

Misrepresentation – Savings

Please ensure the independent contractor does not provide misleading information to customers regarding savings. We offer "potential long-term" savings. A customer who is under the impression that they will immediately see savings is most likely going to cancel shortly after receiving their first bill after flowing with us. Please address this matter with the independent contractor.

It is imperative that we stress to the IC the importance of not misrepresenting the amount of savings a customer would realize by switching from the utility to Just Energy or make unsubstantiated, false or misleading claims of potential savings. Perspective savings over rates charged by the utility are not guaranteed.

JE00000060_0001.pdf 102
JE00000060_0102

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Language Barrier

It is imperative that we stress to the independent contractor the importance of not signing up potential customers who clearly cannot speak the English language which in turn will avoid such allegations. After reviewing the call it is evident that this customer's contract should never have been submitted for reaffirmation. Please address this matter with the independent contractor.

Elderly Customer

It is imperative that we stress to the independent contractor the importance of not signing up elderly customers who clearly cannot comprehend what is being conveyed to them which in turn will avoid such allegations. This customer's contract should never have been submitted. Please address this matter with the independent contractor.

Unauthorized Signature

Please ensure that the independent contractor takes extra care in verifying authority especially in situations where the account holder's name is different from the individual they are presenting the program to (signee). Please address this matter with the independent contractor.

Please ensure that the independent contractor takes extra care in verifying authority when signing up potential customers for our program. Please address this matter with the independent contractor.

No Solicitation

Please ensure the independent contractor continues to exercise caution when soliciting in an area that may have a no solicitation sign posted and to respect their wishes should they decline to view their presentation. Please address this matter with the independent contractor.

Pressure Tactics

Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they do not wish to proceed with our program. Please address this matter with the independent contractor.

Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they are busy and do not have time to look over the program. In situations like this we would rather the independent contractor arrange a convenient time to come back and explain the program in full detail. Please address this matter with the independent contractor.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670 4440
F 905.670 9160

Please ensure the independent contractor refrains from pressuring customers to sign who are adamant about not proceeding with our program. Please address this matter with the independent contractor as soon as possible.

Please ensure the independent contractor refrains from submitting contracts for customers who sign then change their mind before they leave the residence. Please address this matter with the independent contractor.

Rudeness/Unprofessional

Please ensure the independent contractor always remains professional about the nature or purpose of his/her visit. Please address this matter with the independent contractor.

Please ensure the independent contractor always remains professional about the nature or purpose of his visit especially while speaking to our customer service representatives in front of potential Just Energy customers. I will be monitoring his marketing activity closely moving forward for any similar allegations. Please address this matter with the independent contractor as soon as possible.

Please ensure that the independent contractor is fully aware of the importance of clarity in their presentations in terms of the nature and to customers not limit to and including that you are maintaining a clear and professional

Coaching the Customer

Please ensure the independent contractor refrains from interrupting when our customer service representatives are asking the customer to verify their account information during the verification call which will avoid these types of allegations. Please address this matter with the independent contractor.

Disputed Signature Package

Corporate & Consumer Relations is waiting for CS Investigations to complete their investigation in order to validate customer's claim.

CS Investigation has advised Corporate & Consumer Relations that after attempts to contact this customer as well as sending out a No Contact letter, Just Energy has yet to hear back from the customer regarding this claim. As a result this case has been closed as inconclusive. Closing file as per their request.

CS Investigation has advised Corporate & Consumer Relations that this case has been closed as inconclusive due to no contact from the customer. Closing file as per their request.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

CS Investigation has advised Corporate & Consumer Relations that this case has been closed as invalid. Closing file as per their request.

Terms & Conditions Not Left

It is imperative that the independent contractor leaves behind a copy of the agreement at all times before departure during his/her marketing activity. Please address this matter with the independent contractor.

Bend & Extend

The Blend and Extend program should be used as a sales objection tool and not as a part of the initial sales pitch. However in the event an objection arises, contractors must fully explain the details of the program. Please ensure that you communicate this globally to all of your independent contractors moving forward.

If occurred, the information provided is misleading and inaccurate. Please ensure the contractor does not continue to provide such information to customers. It appears the IC may have referred to the Blend and Extend option; however please ensure the IC is aware of the details outlined in this feature prior to discussing it with customers.

GEO

It is imperative the IC explains the details and charges associated with Green Energy

Please ensure the independent contractor explains to the customer that participating in Green Energy is an option, and therefore; it is not mandatory the customer signs up for Green Energy. Please ensure the independent contractor takes the time to educate the customer on this option, prior to having them sign the agreement or complete the verification call. Please address with the independent contractor accordingly.

Budget Billing (Depending on the Market)

Kindly ensure that the independent contractor is made aware that any customer who signs up on our program will no longer be budget billed for the commodity portion of their gas bill.

Please address this with the IC and ensure he is aware that if a customer signs up for our program their budget plan with the utility will be affected.

3478

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

IC said he was from the Utility

Please ensure the independent contractor is clear about the nature and purpose of their visit and is properly identifying themselves to customers. He is trending in allegations of misrepresentation. In all of these allegations, customers seem to be left with the impression that he is from the utility company. As a result, 1 point will be issued.

Please ensure the independent contractor is clear about the nature and distinction of our company and does not provide misleading information to customers.

Please ensure that the independent contractor is clear when being asked specific question pertaining to our program.

Please ensure that the independent contractor is clear about the nature and purpose of his visit, properly identify himself to customers and does not provide misleading information to customers. Since that above statement is seen as misleading, please refrain from using statements that would lead customer to believe that they will experience definite savings on our program.

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

EXHIBIT #3 – INTERNAL RELATIONSHIP MATRIX

Department	*Contact Name*	*Internal email Address*	*Phone Numbers/ Ext.*
Regulatory	**Gord Potter** Executive Vice President of Regulatory & Legal affairs	gpotter@justenergy.com	(905) 795-4214
	Nola Ruzycki Vice President of Regulatory & Legal affairs	nuzycki@justenergy.com	905.670.4440 x74204
	Charlie Ianello Director of Regulatory & Legal Affairs	cianello@justenergy.com	217-899-2537
	Frances Murray Manager, Regulatory IL	Fmurray@justenergy.com	905.670.4440 x72360
	Gretchen Fuhr Manager, Regulatory MA	gfuhr@justenergy.com	413.626.9712
	Krishawnda Washington Manager, Regulatory TX	kwashington@justenergy.com	713.544.8180
	Diana Burckhart Manager, Regulatory PA	dburckart@justenergy.com	416-878-1637
	Inger Goodman Manager, Regulatory CA	igoodman@justenergy.com	714-425-1063
	Brandon Ott Manager, Regulatory Canada	bott@justenergy.com	905.670.4440 x71479
	Suzette Brown Supervisor, Regulatory	sbrown@justenergy.com	905.670.4440 x71261
	Ana-Maria Tigrero Regulatory Affairs Specialist	atrigrego@justenergy.com	905.670.4440 x74274
	Trent Sluiter Regulatory Affairs Specialist	tsluiter@justenergy.com	905.670.4440 x74278
	Marjaneh Miller Regulatory Affairs Specialist	mmiller@justenergy.com	905.670.4440 x71425

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Department	Contact Name	Internal email Address	Phone Numbers/ Ext.
Legal	**Brahm Nathans** Sr. Counsel	Bbnathans@justenergy.com	905.795.4228
	Eli Cranley Legal Counsel	ecranley@justenergy.com	905.670.4440 x72049
	Kevin McAplin Legal Counsel (Texas)	kmcaplin@justenergy.com	713.544.8182
	Zoe Rossolatos Legal Counsel - Litigation	zrossolatos@justenergy.com	905.670.4440 x74233
	Grace Silvestre Law Clerk	gsilvestre@justenergy.com	Ext. 4418
	Barbara White Law Clerk	bwhite@justenergy.com	972.373.1629
	Kelly Kennedy Executive Legal Assistant	kkennedy@justenergy.com	Ext. 4467

Department	Contact Name	Internal email Address	Phone Numbers/ Ext.
Marketing/Sales	**Richard Teixeira** Director of Sales	rteixeira@justenergy.com	(905) 795-3577
	Raymond Rahaman RSM Canada	rrahaman@justenergy.com	Ext. 4397
	Ryan Parnell RSM Canada	rparnell@justenergy.com	905.670.4440 x71346
	Humera Siddiqui RSM East	hsiddiqui@justenergy.com	905.670.4440 x71356
	John Nowakowski RSM Mid West	jnowakowskit@justenergy.com	630.209.1367
	Shaun Shivers RSM South	sshivers@justenergy.com	x78104
	Rosabla Gullo Sales Support	rgullo@justenergy.com	905.670.4440 x73555

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Department	Contact Name	Internal email Address	Phone Numbers/ Ext.
Operations	Mid-West	Dist_Ops_Midwest@justenergy.com	
	U.S. East	Dist_Opersations_east@justenergy.com	
	U.S. South	dist_texas_operations@justenergy.com	
	Canada	Dist_CDNRegion_Ops@justenergy.com	

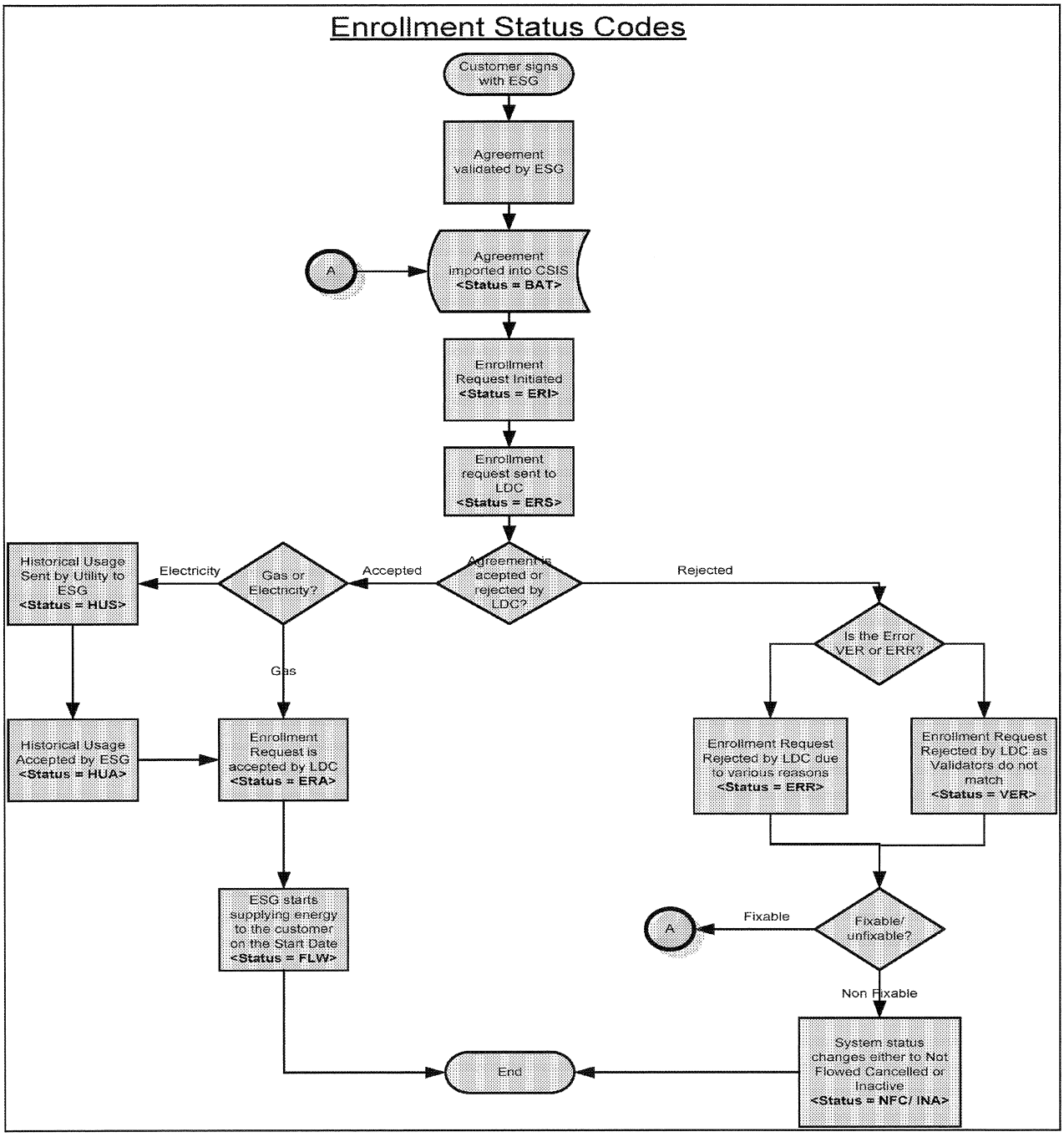
Department	Contact Name	Internal email Address	Phone Numbers/ Ext.
Regional Management	**Jason Herod** Sr. Vice President & Regional General Manager, Canada	jherod@justenergy.com	905.795.3552 x73552
	Keith Hudson Director & Assistant General Manager, Canada	khudson@justenergy.com	905.795.3568
	Stuart Rexrode Sr. Vice President & Regional General Manager, US Southwest	srexrode@justenergy.com	713.544.8126
	Amardeep Manhas Director & Assistant General Manager, US Southwest	amanhas@justenergy.com	713.544.8183
	Andy Weiner Sr. Vice President & Regional General Manager, Mid West	aweiner@justenergy.com	248-593-5666
	Kenneth Nowakowski Assistant General Manager, Mid West	knowakowski@justenergy.com	905.670.4440 x74126
	Jason Garrett Sr. Vice President & Regional General Manager, US East	jgarrett@justenergy.com	914.356.1891
	Mujeed Jafferi Director & Assistant General Manager, US East	mjafferi@justenergy.com	905.670.4440 x71365

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

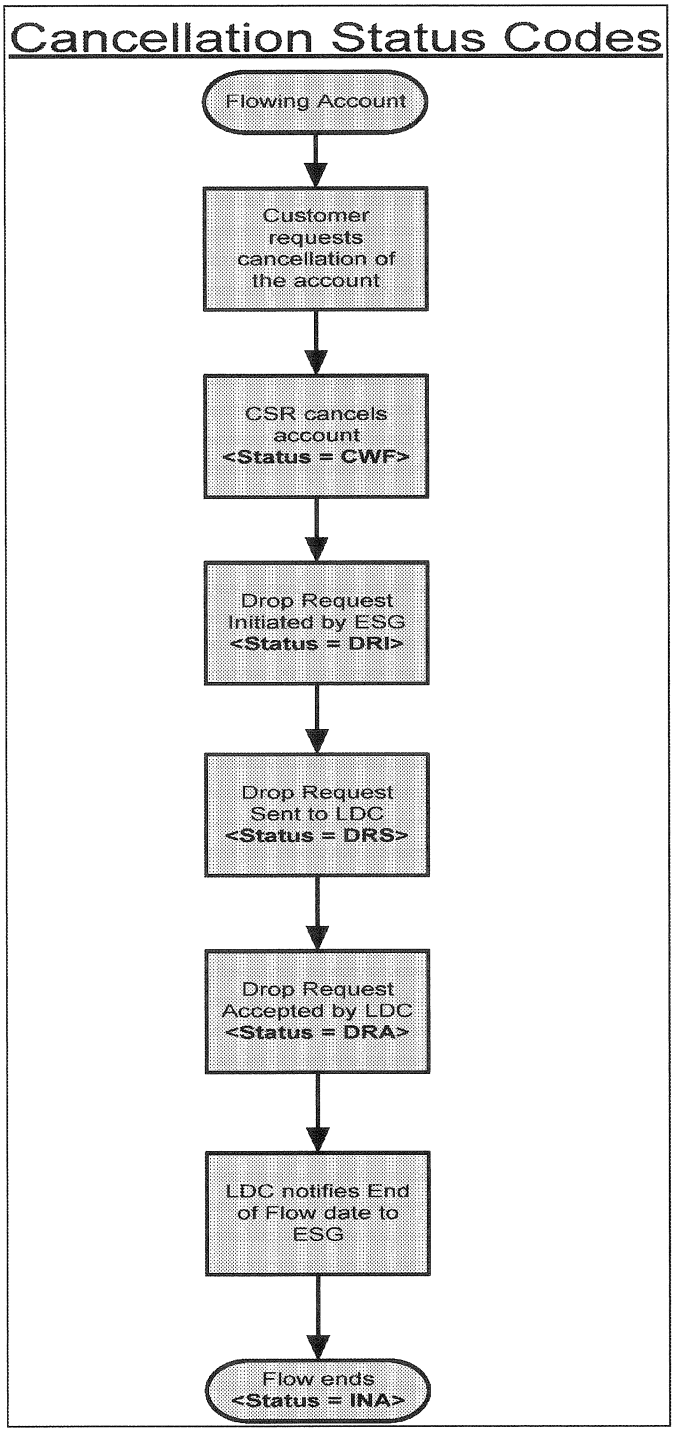
Department	*Contact Name*	*Internal email Address*	*Phone Numbers/ Ext.*
Escalations & Investigations Team	**Linda Murray** **TM Manager - Canada**	lmurray@justenergy.com	Ext. 74003
	Kajal Ghodiwala Resolution Specialist - ON MPP	kghodiwala@justenergy.com	x75057
	Praveen Lalla Resolution Specialist - ON OEB's	plalla@justenergy.com	x75428
	Christopher Alarcon Resolution Specialist - ON Disputed Signatures	calarcon@justenergy.com	x15384
	Quebec- TBD	-	
	Tash Ann Thomas Resolution Specialist - British Columbia, Manitoba	tthomas@justenergy.com	x75085
	Richard Messam **TM Manager - Mid West**	rmessam@justenergy.com	905.670.4440 x74067
	Nidhi Anand Resolution Specialist - Michigan & Ohio	nanand@justenergy.com	x75326
	Fazilah Hasanzada Resolution Specialist - Michigan & Ohio Backup	Fhasanzada@justenergy.com	x75525
	Christian Julcamanyan Resolution Specialist - Illinois & Indiana	cjulcamanyan@justenergy.com	x75269
	Samuel Tulloch Resolution Specialist - Illinois & Indiana Backup	stulloch@justenergy.com	X75144
	Arianna Clavell Resolution Specialist - Pennsylvania, New Jersey, New York & Massachusetts	aclavell@justenergy.com	x15219
	Angel Nieto Resolution Specialist - Pennsylvania, New Jersey, New York & Massachusetts Backup	anieto@justenergy.com	x75210
	Walter Barillas **TM Manager - Texas**	Wbarillas@justenergy.com	x78334
	Denisha Branch Resolution Specialist – Texas, CA, GA & FL	dbranch@justenergy.com	X78268

6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

EXHIBIT #4 – CONTRACT STATUS CODE



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160



6345 Dixie Road, Suite 200
Mississauga, Ontario L5T 2E6
T 905.670.4440
F 905.670.9160

Status	Short Definition	Definition
BAT	Batch	1. For a contract of type N or L: Enrol request should be sent to the LDC. 2. For a contract of type R, U or C: Commodity rate of the contract should be updated.
VER	Validation Error	Contract failed import validation. Contract record must be investigated and errors must be corrected.
ERI	Enrol Request Initiated	1. For a contract of type N or L: An enrol customer instruction has been sent to TEX. The corresponding EBT has not been sent to the LDC yet. 2. For a contract of type R, U, or C: A transfer customer instruction for a commodity rate update has been sent to TEX. The corresponding EBT has not been sent to the LDC yet.
ERS	Enrol Request Sent	1. For a contract of type N or L: An enrol customer request has been sent to the LDC. 2. For a contract of type R, U or C: A commodity rate update request has been sent to the LDC.
ERA	Enrol Request Accepted	1. For a contract of type N or L: LDC has accepted the enrol request. 2. For a contract of type R, U or C: LDC has accepted the commodity rate update.
ERR	Enrol Request Rejected	1. For a contract of type N or L: LDC has rejected the enrol request. 2. For a contract of type R, U or C: LDC has rejected the commodity rate update.
FLW	Flowing	Previous status was ERA. FSD has passed.
DRI	Drop Request Initiated	For an Ontario LDC, a drop customer instruction has been sent to TEX. The corresponding EBT has not been sent to the LDC yet. For a non-Ontario LDC, a user will create a file to be sent to the LDC.
DRS	Drop Request Sent	A drop request has been sent to the LDC.
DRA	Drop Request Accepted	1. LDC has accepted the drop request. 2. LDC has initiated contract cancellation. 3. An upgraded renewal contract is created and the status of the regular renewal contract is changed to DRA. The contract will be cancelled on the Flow End Date.
DRR	Drop Request Rejected	The LDC has rejected the drop request. The reject reason should be investigated and after the problem is fixed, another drop request should be initiated.
PRW	Pending Renewal Date	Customer decided to renew their contract. A renewal contract is created.
EXP	Expired	The contract had previously flowed. It has not been renewed, but the term has been completed. Flow End Date has passed.
INA	Inactive	The contract was cancelled and it had previously flown. Flow End Date has passed.
NFC	Not-Flowed Cancel	The contract was cancelled and it had never flowed. However, an enrolment has been attempted with the LDC.
RWD	Renewed	Contract is renewed by the customer.
XXX	Pre-Enrol Cancel	Contract is cancelled prior to an enrolment attempt with the LDC.
HLD	Held	Contract is manually put on hold by a user because it needs investigation.

THIS IS EXHIBIT "101" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Compliance Matrix
Ontario Market

Distributor Certification Document

Attached is the Compliance Matrix effective as of November 1, 2013 which was put together to comply with business and regulatory policies and to ensure that Just Energy's guidelines are communicated. In light of this, you are required to review this package, sign where indicated below and return this document to Just Energy's head office.

I certify that I have reviewed and have received direction on the content of the attached Compliance Matrix. I further understand that I am obligated to abide by all legal and regulatory requirements as set out in the Regional Distributor Agreement I have executed with Just Energy.

Distributor Name (Printed)	Distributor Signature	Date
Witness Name (Printed)	Witness Signature	Date

JE00008575_0001.pdf_1

Compliance Matrix
Ontario Market

The compliance database incorporates all logged feedback (e.g., allegations of misrepresentation, pressure tactic as well as positive feedback) and all investigative notes and responses related to logged feedback.

Classification	Definition	Contractor Consequence	Distributor Consequence
Disputed Signature/Disputed Enrollment, Falsified Contracts or Fraud	An allegation of a forged signature/enrollment and or fraud that upon further investigation is deemed valid. Pertains to all sales channels (door to door, on-line and telesales)	Terminate	$500
Disputed verification call or Falsified verification call	An allegation of a falsified verification call and upon further investigation is deemed valid		
Multiple reaffirmation/verification attempts	IC conducts multiple reaffirmations calls for the same contract after call was denied for unauthorized signature and language barrier		
Misrepresentation -Nature/Purpose	Customer states the contractor failed to clearly explain the nature/purpose of the visit	1st - $50, warning letter 2nd- $75, warning letter 3rd - Termination	1st - $50 2nd- $75 3rd- $125
Misrepresentation – Price	Customer states the contractor failed to clearly and/or accurately explain the price/unit as set out in the agreement and/or any price difference: JE vs. Competitors and Contract prices vs. Regulated prices if customer does not enter into a contract.		
Misrepresentation – Identity	Customer states the contractor failed to identify and introduce him/herself as an independent Contractor working on the behalf of JE, including failing to wear identification badge with photo of face at all times on outer clothing		
Misrepresentation – Utility Affiliate/ **GovernmentAffiliate**	Customer states the contractor failed to state that s/he is not affiliated with the named local utility and/or not with the OEB or Ontario Government		
Misrepresentation – Term	Customer states the contractor failed to state the term/length of the program as set out in the agreement		
Misrepresentation – Savings	Customer states the contractor guaranteed or promised a consumer non-existing financial advantages, including savings.		
Fails to provide business card	Customer states the contractor failed to provide them with a business card or offered the products, servicesorbusinessofthesupplier includingasking thattheconsumer locateanyutilitybill/s prior to providing the business card.		

Compliance Matrix
Ontario Market

Classification	Definition	Contractor Consequence	Distributor Consequence
"Unconscionable Representation" Language Barrier/Disability, Ignorance, Illiteracy, or soliciting a senior who is not able to understand JE's agreement.	Customer states they were unable to fully comprehend the agreement in which they entered due to a Language Barrier/Disability, Ignorance/Illiteracy	1st - $50, warning letter 2nd- Termination	1st - $50 2nd- $125
Walk-Up/FPRC Call Coaching	Contractor is heard coaching the customer during the verification process	1st - $50, warning letter 2nd- $75, warning letter 3rd-$100, warning letter 4th – Termination	1st - $50 2nd- $75 3rd- $100 4th- $125
Unauthorized Signature – Commercial	Customer states that someone other than the business owner or authorized employee entered into, renewed/extended or amended an agreement.	1st - $50, warning letter 2nd- $75, warning letter 3rd-Termination	1st - $50 2nd- $75 3rd- $125
Unauthorized Signature –Residential	Customer states that someone other than the account holder, spouse or power of attorney entered into, renewed/extended or amended the agreement.		
Solicitation –No Permit	Customer states the contractor did not have a permit to market in the city/town	1st - $50, warning letter 2nd- $75, warning letter 3rd-$100, warning letter 4th – Termination	1st - $50 2nd- $75 3rd- $100 4th- $125
Solicitation –Restricted Area	Contractor has received clear direction from head office not to market in the city/town	1st - $50, warning letter 2nd- $75, warning letter 3rd-$100, warning letter 4th – Termination	1st - $50 2nd- $75 3rd- $100 4th- $125
Solicitation – Name on No Solicitation List	Customer states they registered on JE's No-solicitation list but was visited by contractors.		
Tiered Pricing-Commercial	Contractor provided a rate/unit outside the commercial tiered pricing guidelines	1st - Warning letter, commission claw back 2nd- $100, meeting with CCR, warning letter, commission claw back 3rd - Suspension, $100, warning letter, commission claw back 4th – Termination	1st - warning 2nd- $100 3rd- $100 4th- $125
Pressure Tactics	Customer states the contractor would not take no for an answer; customer felt pressured and/or uncomfortable with the way contractor was trying to acquire the sale	1st - $50, warning letter 2nd- $75, warning letter 3rd-Termination	1st - $50 2nd- $75 3rd- $125
Rude/Unprofessional	Customer feels the contractor was rude and/or abrasive during presentation		

Compliance Matrix
Ontario Market

Classification	Definition	Contractor Consequence	Distributor Consequence
Terms and Conditions not left with customer, Disclosure Statement: not left with customer	Customer states the contractor did not leave them with a copy of the signed contract, the Disclosure Statement and the price comparison statement (***if a contract is signed, the DS also needs to be signed.***)	1 Point	
Solicitation –Sign Posted	Customer states the contractor ignored the "No Solicitation" notice/sign posted		
Positive Feedback	Customer felt the contractor's presentation warranted a positive feedback	*Certificate*	*N/A*

Compliance Matrix
Ontario Market

POINT THRESHOLD CONSEQUENCE SCHEDULE

Point Threshold	Contractor Type	Consequence Type
5	Independent Contractor	Presentation Review by Distributor
	Independent Contractor	Field Shadowing
	Independent Contractor	Formal Warning Letter
	Independent Contractor	$50 Compliance Contribution Cost
	Regional Distributor	$75 Compliance Contribution Cost
	National Distributor	$75 Compliance Contribution Cost
10	Independent Contractor	Presentation Review by Distributor
	Independent Contractor	Meeting with Head Office
	Independent Contractor	Field Shadowing
	Independent Contractor	Formal Warning Letter
	Independent Contractor	3 day Suspension of Marketing Activity
	Independent Contractor	$100 Compliance Contribution Cost
	Regional Distributor	$125 Compliance Contribution Cost
	National Distributor	$125 Compliance Contribution Cost
15	Independent Contractor	Presentation Review by Distributor & Meeting with Head Office
	Independent Contractor	Final Warning Letter
	Independent Contractor	5 day Suspension of Marketing Activity
	Independent Contractor	$100 Compliance Contribution Cost
	Regional Distributor	$125 Compliance Contribution Cost
	National Distributor	$125 Compliance Contribution Cost
20	Independent Contractor	Termination of Agreement

Please note the following:

1. All commissions paid for contracts acquired through 'bad faith' are subject to claw backs
2. CCR will exercise the authority to apply points and/or further disciplinary action outside the proposed IC compliance matrix when necessary
3. The above consequences are cumulative based on a 12 month rolling complaint history from IC's first complaint date. Misrepresentation, Pressure Tactics and Rude/Unprofessional complaint classifications and sub classification are cumulative based on an 8 week rolling complaint history from complaint date
4. Consequences apply to "verified" and "indeterminable" allegations of Misrepresentation, Pressure Tactics and Rude/Unprofessional complaint classifications and sub classification. Complaints resulting is "indeterminable" for Misrepresentation, Pressure Tactics and Rude/Unprofessional complaint classifications and sub classification shall equal 1 "verified" allegation within the same "strike" group and where the 2nd allegation is for an "incident" date subsequent to the 1st "complaint" date
5. Complaints not eligible for a consequence under the two, three or four strike rule will be kept on the contractor's compliance record and monitored for trending purposes. Points, when necessary, will be assessed to these complaints in case of trending (receiving more than one allegation of the same or similar nature).

THIS IS EXHIBIT "102" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Just Energy

IC Summary -- 851161 Susan Suderman

Agent OID: 29473 **Start Date:** Feb 21, 2008 **Points Total:** 0

Name: Susan Suderman

Crew Co-ordinator: 852001 Jason Williams

Regional Distributor: 852001 Jason Williams

12-Month Stat: 1 complaints

Accepted Deals:	199	**Allegation Ratio (on accepted deals):**	0.50%
Submitted Deals:	375	**Allegation Ratio (on submitted deals):**	0.27%

Lifetime Stat: 74 complaints

Accepted Deals:	4,654	**Allegation Ratio (on accepted deals):**	1.59%
Submitted Deals:	7,053	**Allegation Ratio (on submitted deals):**	1.05%

IC Feedback by Types

	Indeterminable	Refuted	Verified	Verified With No Consequence	Total
General/Other Allegation	1	1	2		**4**
Language Barrier (SR)			1		**1**
Misrepresentation - Identity		1			**1**
Misrepresentation - Nature/Purpose	2	3	3		**8**
Misrepresentation - Prices	4	4			**8**
Misrepresentation - Savings	2	2	1		**5**
Misrepresentation - Utility Affiliation		2			**2**
Non-Allegation / Complete Retraction		1			**1**
Pressure Tactics - Other		1			**1**
Pressure Tactics - Persistence	14	2	1		**17**
Rudeness - General	1		2		**3**
Rudeness - Severe	1				**1**
Solicitation - No Permit	1				**1**
Solicitation - Restricted Area	1				**1**
Solicitation - Senior			1		**1**

IC Feedback by Sources

FPRC Vendor - AGR	4
FPRC Vendor - C4	3
Government	1
Internal	58
PUB	5
QA Corporate Consumer Relations	1
Utility	1
Utility - Centra Manitoba	1
Total	**74**

Just Energy

IC Summary -- 851161 Susan Suderman

	Indeterminable	Refuted	Verified	Verified With No Consequence	Total
SR Call Participation	1	1		1	**3**
SR Cell Phone Use				1	**1**
Unauthorized Signature - Commercial		1	1		**2**
Unauthorized Signature - Other Non-Authorized Residential	2		2		**4**
Unconscionable Representation - Senior Solicitation			1		**1**
Unprofessional Behaviour	7		1		**8**
Total	**37**	**19**	**16**	**2**	**74**

IC Complaint Description		Pts.	Penalties
Misrepresentation - Prices Refuted CRMBR5692320 Date: Jul 25, 2015 Incident: Jul 25, 2015 Source: Internal	**INFO:** Account holder mentioned IC told her that the contract is Price protection program @ 17.58cnt/m3 until the rates go down. Account holder was under the impression if the rates go down her PPP rate will go down as well. Advised account holder PPP @ 17.58cnt/m3 is fixed and will not change, however if account holder contacts then Just Energy can look into lower rates. Logged IC feedback as advised by TM IC must advise correctly while selling the program. --- *AVIRK. Jul 25, 2015.* **RESOLUTION:** Refuted- In review of the call, the customer confirmed she understood and agreed to have Just Energy protect her gas supply for the next 5 years at 17.58 cents/m3. Furthermore the call met standards. Nonetheless please ensure the independent contractor provides customers with accurate information and confirms that customers understand their contract rates and terms/conditions of the program they're enrolling into before conducting a the verification call. Please address this matter with the independent contractor. --- *VSILVA. Jul 27, 2015.* **RESOLUTION:** Refuted- In review of the call, the customer confirmed she understood and agreed to have Just Energy protect her gas supply for the next 5 years at 17.58 cents/m3. Furthermore the call met standards. Nonetheless please ensure the independent contractor provides customers with accurate information and confirms that customers understand their contract rates and terms/conditions of the program they're enrolling into before conducting a the verification call. Please address this matter with the independent contractor. --- *VSILVA. Jul 27, 2015.*		

Just Energy

IC Summary -- 851161 Susan Suderman

General/Other Allegation Indeterminable CRMBR5670021 Date: Apr 07, 2015 Incident: Apr 06, 2015 Source: PUB	**INFO:** PUB Complaint Received 04-07-15 11:18 AM: "Please see the email below requesting cancellation of a gas contract. Please also note the customer's complaint regarding what the customer believes was a lack of information provided by Just Energy regarding natural gas prices. Can you please advise what sort of information was provided to this customer via the salesperson's Iphone? 'Sent: April-07-15 9:07 AM To: cs@justenergy.com; +WPG1002 - CCA Public Utilities (CCA) Cc: customerservice@hydro.mb.ca Subject: Cancel attached contract. Good morning. This email is my letter of cancellation for this attached contract effective April 7, 2015. I have read up on just energy on the internet and do not want to use them as my natural gas provider and I do not want a fixed rate for my natural gas. The saleperson only showed me information pertaining to fixed gas prices on her iphone did not show me other information like what the rate is at now for variable. She also did not ask me which term I wanted just automatically checked off 5 year term. I think just energy should be giving out more information on using a fixed rate as opposed to the alternative. The contract states that I will receive a letter from my utilities confirming acceptance into this agreement and that I may cancel this Agreement without cost or liability within 10 business days of the date of that letter. I am not waiting till I receive that letter I am cancelling as of today April 7, 2015. I need confirmation that this has been cancelled and would like the people at Manitoba Hydro to make sure my natural gas provider does not change." --- *JAJABILE. Apr 07, 2015.* **RESOLUTION:** Indeterminable- Unable to validate customers complaint, Please ensure the IC uis clearly explaining the program being offered, providing all pertinent information and always providing the customer with all options in the agreement including the term. Please address this matter accordingly. --- *VRAMNATH. Apr 09, 2015.*		
Unprofessional Behaviour Verified CRMBR5622688 Date: Oct 31, 2014 Incident: Oct 29, 2014 Source: Utility	**INFO:** Utility Complaint Received 10-30-14 12:29 PM: "Please see below the details of a situation with a customer that occurred last evening. I listened to the call (as we record all phone calls) and what concerns me is: 1. the Just Energy Representative (Susan) took the phone from the customer; 2. in front of the customer, started telling our Call Centre Representatives that the gas prices are going up, without actually knowing this - as the rates for November 1, 2014 have just been published and released this past hour. 3. the Just Energy Reps should not be misleading the customer by talking about charges on the bill that have nothing to do with Primary Gas (i.e. rate riders). I can confirm that this customer is not currently with Just Energy and we have not received a submission file. If you require further information, please let us know: 'The call with above account number ended yesterday at 6:56pmThe customer called to get account information because he had a just energy in his home. He seemed very nervous and at one point felt like he was be "put on the spot" not sure if that was mean about me asking him questions to verify who I was speaking with, or for the Just Energy representative. I sensed by his tone of voice he seem very hesitant to want to give the rep his info. I indicated to him if he would like any information the regarding the historical gas prices in order to better educate himself he could find it on our website. The rep then took the phone from him and started saying how gas prices are going to increase and asked if I knew about the PUB increase as well a "rate rider" being applied to the supplemental gas. Just though I would forward this info to you as it was an odd call and it seemed as though she was misleading the customer. The Just Energy Reps name was Susan." --- *JAJABILE. Oct 31, 2014.* **RESOLUTION:** Verified- Call was completed with the IC to dicuss this matter. IC admitted to speaking with Manitoba Hydro. she was advised this was unprofessional and coached accordingly. --- *VRAMNATH. Nov 06, 2014.*	2	2 Points,

Just Energy

IC Summary -- 851161 Susan Suderman

Misrepresentation - Prices Refuted CRMBR5618746 Date: Oct 20, 2014 Incident: Oct 03, 2014 Source: Internal	**INFO:** IC misled the cx stating the rate will match with utility but when cx read the ocntract found this is a fixed rate and got upset and want to cancel. gave F&B and offered lower rate but cx just want to cancel only. --- *SMALHOTRA. Oct 20, 2014.* **RESOLUTION:** Refuted- After eview of the verification call customer confirmed the fixed rate as such allegation is refuted. --- *VRAMNATH. Oct 21, 2014.*
SR Call Participation Refuted CRMBR5612222 Date: Sep 30, 2014 Incident: Sep 12, 2014 Source: PUB	**INFO:** PUB Complaint Received 09-30-14 02:38 PM: "Another complaint below. Allegedly the Sales Agent was prompting answers to the third party verifier. Can Just Energy please provide the following: Investigate the actions of the IEC and third party verifier and report to the Board. The Board reserves the right to require further corrective actions pending the response from Just Energy: 'Sent: September-29-14 9:28 AMTo: cs@justenergy.com; +WPG1002 - CCA Public Utilities (CCA) Subject: Cancellation Hello, Please note that I wish to cancel my agreement with Just Energy as being my Primary gas provider. I will continue to go with Centra Gas. Please ensure that this is cancelled ASAP. Once cancelled please send an email with confirmation. I also want to note how displeased I am with Just energy. The lady whom came to my door selling us this agreement lied about the cancelation date. She told me that this new agreemeent would be effective Nov 2014 and that I would have 30 days from then to cancel. Thankfully Hydro sent me out a letter advising that if I needed to cancel I had until Oct 8th, otherwise I would have been locked in. This is shady business and I will not do any business with people who are not honest. Susan (salesperson IC 851161) never even gave me time to read the contract. When I was speaking with the gentlemen on the phone to set this up she kept talking to me the whole time and just kept telling me to say "Yes" to the questions. When I did ask about the cancellation the gentlemen on the phone couldn't tell me an exact date. She (salesperson) just repeated Dec 2014. Anyway please cancel my agreement as soon as possible and send me confirmation once completed." --- *JAJABILE. Sep 30, 2014.* **RESOLUTION:** Refuted- Ic is not heard coachng the customer during the call as such allegaton is refuted. --- *VRAMNATH. Oct 02, 2014.*
SR Call Phone Use Verified With No Consequence CRMBR5555525 Date: Apr 04, 2014 Incident: Jun 27, 2008 Source: QA Corporate Consumer Relations	**INFO:** It has been discovered that this IC is using their cell phone. --- *RBOLIVAR. Apr 04, 2014.* **RESOLUTION:** Conference call was conducted with IC. She was advised of the information and given a final warning regarding cell phone use. --- *VRAMNATH. Apr 04, 2014.*
Pressure Tactics - Persistence Indeterminable CRMBR5518023 Date: Dec 23, 2013 Incident: Dec 03, 2013 Source: Internal	**INFO:** Customer called to cancel program. Cx cancelling because he felt pressured to sign by IC. Cx claims IC had returned to his home several times after he had denied the program. Cx does not feel comfortable to proceed with program due to negative attitude and pressure tactics used by IC. --- *BLODHI. Dec 23, 2013.* **RESOLUTION:** Indeterminable- Unable to verify customer's allegation. Please remind the independent contractor to always remain professional and refrain from pressuring customers. If customer declines the program it could be considered harrasment if the IC keeps returning to the home. Please address accordingly. --- *VRAMNATH. Jan 09, 2014.*

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Indeterminable CRMBR5504741 Date: Nov 04, 2013 Incident: Nov 04, 2013 Source: Internal	**INFO:** cx asked IC to leave documents to review after advising the IC she was not feeling well .IC suggested she go over the information at the door and cx sign contract. Cx repeated she was not feeling well and will review any information she could leave IC kept pressuring the cx to allow her to speak about the program. cx ended up havign to close the door on the rep. IC stated " I dont know what you want me to do" --- *MMOORE. Nov 04, 2013.* **RESOLUTION:** Indeterminable- Unable to validate customers claim, Please remind the independent contractor to always remain professional and refrain from pressuring customers. Please note this IC is trending in pressure tactics allegation, further allegation of this nature will lead to further actions. --- *VRAMNATH. Nov 12, 2013.*
Misrepresentation - Nature/Purpose Refuted CRSKR5491779 Date: Sep 18, 2013 Incident: May 31, 2013 Source: Internal	**INFO:** Customer stated the IC didn't inform her about canceling fees and didn't leave any documents to review. Customer stated the exit fees should not apply. --- *ASHEIKH. Sep 18, 2013.* **RESOLUTION:** REFUTED SK – In review of the call, customer confirmed she received a copy of the contract and that she understood there would be an exit fee if she cancels on a day other than her anniversary date. Nevertheless, please ensure the IC clearly explains the program details with the customer during enrollment to avoid such allegations. Please address with IC --- *AHO. Sep 26, 2013.*
Pressure Tactics - Persistence Indeterminable CRMBR5487510 Date: Sep 06, 2013 Incident: Sep 06, 2013 Source: Internal	**INFO:** The customer claims that the IC, Susan provided her IC number 851161 and was using pressure tactics and stated to customer that they wasted her time. The IC asked for their bill and the customer stated he does billing online. The IC asked customer to bring up his account on her iphone as he did not have computer available. --- *NMAHESWARAN. Sep 06, 2013.* **RESOLUTION:** INDETERMINABLE The customer did not enroll in the program. Please ensure the independent contractor refrains from pressuring customers to sign the agreement who repeatedly state they are not interested. We should take the time to educate the customer on the benefits of the program and should only request for the customer to sign the agreement should they display interest in our services. Please address with the independent contractor accordingly. No action will be taken at this time. --- *CSMALLING. Sep 09, 2013.*
Misrepresentation - Prices Refuted CRMBR5474026 Date: Jul 29, 2013 Incident: Jul 24, 2013 Source: PUB	**INFO:** PUB Complaint Received 07-29-13: I have tried to contact your company regarding canceling my agreement within a 10 day period. I want to cancel with Just Energy fixed rate price program because I feel it is not fair to be locked in for 5 years, and the exit fee of 75.00 that the representative did not mention when I was in a hurry and very busy at the time taking care of my children and had to run to daycare and could not give the whole idea much thought. so I need to cancel this membership asap I want no part of just energy. I would like to cancel and terminate this immediately. also, please SEND ME A verification to clarify that my membership has been canceled at no cost as stated in the ten days , it states that I may cancel at any time with no cost. so in doing so do not contact me again by visit, email or representative at my home. I just like to have a email or letter stating that the membership is canceled and that is all thanks have a great day. --- *RBOLIVAR. Jul 29, 2013.* **RESOLUTION:** REFUTED In review of the call, the customer was advised of the cancellation parameters and the possible cancellation fees should she decide to cancel her agreement after a certain time period. Nonetheless, please ensure that the IC advises customers of such information. No action taken. A response has been sent to the PUB --- *CSMALLING. Aug 01, 2013.*

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Indeterminable CRSKR5462119 Date: Jun 27, 2013 Incident: Jun 16, 2013 Source: Government	**INFO:** Government Complaint Received 06-25-13: signed a 87 year old senior who was crying when she called them to complain about her assertiveness, persistence and pressure tactics. In addition, customer claims that IC advised she is from EcoChoice --- *RBOLIVAR. Jun 27, 2013.* **RESOLUTION:** INDETERMINABLE SK - No enrollment completed - Unable to validate customer's allegation. Please ensure the IC properly identifies herself at all times and remain professional during the visit. IC should refrain from pressuring customer's to enroll should they express they do not wish to proceed with the enrollment. In addition, IC should continue to use her discretion when attempting to enroll customers that are elderly. Please address with matter with the IC. 1 point issued for trending in pressure tactics --- *AHO. Jun 28, 2013.*	1
Misrepresentation - Nature/Purpose Indeterminable CRSKR5456811 Date: Jun 13, 2013 Incident: Jun 07, 2013 Source: Internal	**INFO:** Cx stated he wasn't aware JE is a different company. IC informed cx he is signing for 20% off. --- *ASHEIKH. Jun 13, 2013.* **RESOLUTION:** INDETERMINABLE SK - In review of the call, the customer acknowledged & accepted the program, however, the customer's claim was not addressed during the call. Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate. Please address this matter with the independent contractor --- *AHO. Jun 27, 2013.*	
Pressure Tactics - Persistence Indeterminable CRSKR5454654 Date: Jun 07, 2013 Incident: Jun 06, 2013 Source: Internal	**INFO:** IC filled out paperwork before customer decided to go ahead with program. Also indicated that they felt pressured and intimidated by IC and that IC was very aggressive. --- *KSHEA. Jun 07, 2013.* **RESOLUTION:** INDETERMINABLE SK - In review of the call, customer acknowledged and accepted the program, however, customer's allegation was not addressed during the call. Nonetheless, please ensure the customer does wish to proceed with the program prior to placing them on the call. Customer should never feel pressured into enrolling into the program. Please ensure the IC remains professional during the visit at all times to avoid such allegations. IC has been trending in unprofessional/pressure tactics allegations. 1 point issued for trending. --- *AHO. Jun 12, 2013.* **RESOLUTION:** INDETERMINABLE SK - In review of the call, customer acknowledged and accepted the program, however, customer's allegation was not addressed during the call. Nonetheless, please ensure the customer does wish to proceed with the program prior to placing them on the call. Customer should never feel pressured into enrolling into the program. Please ensure the IC remains professional during the visit at all times to avoid such allegations. IC has been trending in unprofessional/pressure tactics allegations. 1 point issued for trending. --- *AHO. Jun 12, 2013.*	1

Just Energy

IC Summary -- 851161 Susan Suderman

Unprofessional Behaviour Indeterminable CRSKR5453242 Date: Jun 04, 2013 Incident: Jun 04, 2013 Source: Internal	**INFO:** Cx stated IC was very unpleasant. IC just walked in and asked for the gas bill, she didn't introduce herself and started to sign her up. Cx stated IC became upset after being informed by cx she wasn't interested. --- *ASHEIKH. Jun 04, 2013.* **RESOLUTION:** INDETERMINABLE SK – Enrollment was denied as customer advised she did not have time to review the contract - Please ensure the independent contractor always remains professional about the nature or purpose of her visit. Should the customer advise that they do not wish to proceed with the enrollment, IC should respect the customer's wishes and leave any necessary correspondences behind should the customer change her mind. Please address this matter with the IC as she is trending in unprofessional/pressure tactics. --- *AHO. Jun 12, 2013.* **RESOLUTION:** INDETERMINABLE SK – Enrollment was denied as customer advised she did not have time to review the contract - Please ensure the independent contractor always remains professional about the nature or purpose of her visit. Should the customer advise that they do not wish to proceed with the enrollment, IC should respect the customer's wishes and leave any necessary correspondences behind should the customer change her mind. Please address this matter with the IC as she is trending in unprofessional/pressure tactics. --- *AHO. Jun 12, 2013.*
Rudeness - General Indeterminable CRSKR5453151 Date: Jun 04, 2013 Incident: Jun 04, 2013 Source: Internal	**INFO:** The customer contacted Just Energy by email advising they were approached by IC with regards to selling the program and to gain customer interest. The customer insists that the IC was rude, aggressive and when the customer declined to sign that the IC stormed off the property , grabbed their pen and papers and left the residence. The customer had advised if any further visits from Just Energy IC's arise they will be contacting the police. The customer has been added to DNS list, confirmation number is 37344. --- *KSHEA. Jun 04, 2013.* **RESOLUTION:** INDETERMINABLE Horace Street, Regina, SK – No enrollment completed - Please ensure the independent contractor always remains professional about the nature or purpose of her visit. It is imperative that the contractor respect the wishes of the customer at all times should they decline to view her presentation. Please address this matter with the IC --- *AHO. Jun 12, 2013.*
Pressure Tactics - Persistence Indeterminable CRMBR5419035 Date: Mar 07, 2013 Incident: Mar 03, 2013 Source: Internal	**INFO:** The homeowner's daughter emailed us to raise a complaint about the independent contractor visiting her elderly parents and the using pressure tactics (unspecified) trying to get them to sign up. The customer also claims that the contractor gave information about one of the neighbours and feels that privacy of other people is being compromised. --- *ANOKES. Mar 07, 2013.* **RESOLUTION:** INDETERMINABLE The consumer did not enroll in the program. We are unable to determine the validity of the consumer's complaint. Please ensure the independent contractor always remains professional about the nature or purpose of her visit and refrains from pressuring customers to sign who indicate that they do not wish to proceed with our program. Please address this matter with the independent contractor. No action has been taken at this time. --- *CSMALLING. Mar 12, 2013.*
Misrepresentation - Nature/Purpose Refuted CRMBR5408987 Date: Feb 11, 2013 Incident: Jan 16, 2013 Source: Internal	**INFO:** The customer claims that the independent contractor provided incorrect information stating that he would have more time to cancel. --- *NMAHESWARAN. Feb 11, 2013.* **RESOLUTION:** REFUTED In review of the call, the customer was advised that he may cancel this agreement by phone, fax, email, or registered without cost or liability within 10 days from receiving the letter from his utility and after that he will be required to pay an exit fee. Nonetheless, please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. No action taken. --- *CSMALLING. Feb 12, 2013.*

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Indeterminable CRMBR5380772 Date: Nov 16, 2012 Incident: Nov 16, 2012 Source: Internal	**INFO:** The customer claims that the independent contractor was very pushy and would not take no for an answer. He claims that the contractor informed customer to sign up and just call in later and cancel. --- *ASHEIKH. Nov 16, 2012.* **RESOLUTION:** INDETERMINABLE - 1 POINT ISSUED We are unable to determine the validity of the complaint as the content of the allegation was not discussed during the call. Please ensure the independent contractor refrains from pressuring customers to sign the agreement who repeatedly state they are not interested. We should take the time to educate the customer on the benefits of the program and should only request for the customer to sign the agreement should they display interest in our services. Please address with the independent contractor accordingly. 1 point has been issued for trending in pressure tactics allegations. --- *CSMALLING. Nov 19, 2012.*	1	
Misrepresentation - Prices Indeterminable CRMBR5369253 Date: Oct 11, 2012 Incident: Sep 17, 2012 Source: Internal	**INFO:** The customer claims that the independent contractor advised that the utility's rate is 15.9cm3 now and will jump up in winter. The customer received notification from the utility that their rate is lower than JE rate. --- *SASGHAR. Oct 11, 2012.* **RESOLUTION:** INDETERMINABLE We are unable to determine the validity of the complaint as the content of the allegation was not discussed during the call. Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate to regulatory bodies. Please address this matter with the independent contractor. No action has been taken at this time. --- *CSMALLING. Oct 12, 2012.*		
Pressure Tactics - Persistence Verified CRMBR5364120 Date: Sep 25, 2012 Incident: Sep 25, 2012 Source: Internal	**INFO:** The customer claims that the independent contractor was rude, not respectful, very pushy, and told her she had to do it and that her coming back would be a waste of time. The customer also claims that she was not comfortable with the contractor as she told her to just sign the contract and cancel within 10 days. --- *AMAKAREWICZ. Sep 25, 2012.* **RESOLUTION:** VERIFIED Throughout the call, the independent contractor was heard advising the customer that it will only take a moment. The customer also mentioned that she does not know what this is all about and that it is a bad time. Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they are busy and do not have time to look over the program. In situations like this we would rather the independent contractor arrange a convenient time to come back and explain the program in full detail. Please address this matter with the independent contractor. The allegation has been submitted for consequence assessment. --- *CSMALLING. Sep 27, 2012.*	2	2 Points,

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Refuted CRSKR5351317 Date: Aug 10, 2012 Incident: Jun 06, 2012 Source: Internal	**INFO:** The customer claims that the IC visited when she had company at her home & the IC pushed her way into the door. The customer claims that the IC would not leave & she felt bullied into signing. In addition, the customer claims that she was advised that Just Energy is affiliated with SaskEnergy --- *KTHOMPSON. Aug 10, 2012.* **RESOLUTION:** REFUTED SK - In review of the call, the customer acknowledged & accepted the program. The customer was advised that we represent Just Energy & not the local utility, the customer responded with a "yes" The customer was also advised that Just Energy will be her supplier, but will still be responsible for the utility charges as she always has. In addition, the customer did not have any questions/concerns & did not have any hesitation during the call. Nonetheless, please ensure the independent contractor clearly explains the program to the customer & ensure the customer does wish to proceed with the enrollment prior to placing them on the verification call to avoid such allegations. Also, please ensure that the IC clearly identified herself to the customer at all times & ensures that the customer does understand that Just Energy is not affiliated with the local utility. Please address this with the representative. --- *AHO. Aug 15, 2012.*	
Language Barrier (SR) Verified CRMBR5342506 Date: Jul 12, 2012 Incident: Jul 12, 2012 Source: FPRC Vendor - AGR	**INFO:** The customer was not understanding what I was asking and he stated that he wanted a French person for verification. --- *AGR. Jul 12, 2012.* **RESOLUTION:** VERIFIED In review of the calls, if is evident that the customer has a language barrier and he had difficulty answering the questions being asked by the verification agent. It is imperative that we stress to the independent contractor the importance of not signing up potential customers who clearly cannot speak the English language which in turn will avoid such allegations. After reviewing the verification call it is evident that this customer's contract should never have been submitted for enrollment. Please address this matter with the independent contractor. The allegation has been submitted for consequence assessment --- *CSMALLING. Jul 20, 2012.*	$50 Compliance Contribution Cost, Agent Warning Letter, Clawback of all Commission,
Pressure Tactics - Persistence Indeterminable CRSKR5340550 Date: Jul 06, 2012 Incident: Jul 06, 2012 Source: Internal	**INFO:** Customer stated the IC was very pushy and persistent. There was no opportunity for her to think as she was having supper. --- *SLOBO. Jul 06, 2012.* **RESOLUTION:** The complaint is deemed Indeterminable SK: No call to review, CCR is unable to determine if the Independent Contractor pressured the customer into enrolling into the program. It is imperative the independent contractor always remains professional about the nature or purpose of his/her visit. Please ensure the independent contractor always remains professional, refrains from pressuring customers to sign the agreement and follows proper protocol when attempting to enroll a potential customer who repeatedly states they are not interested. In situations like this it is appropriate that the independent contractor arrange a convenient time to go back on a later day and explain the program in full detail. Please address this matter with the independent contractor. --- *KGHODIWALA. Jul 10, 2012.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence
Indeterminable

CRSKR5340423
Date: Jul 05, 2012
Incident: Jun 28, 2012
Source: Internal

INFO: RM > We received an email from a potential consumer raising concern over a visit by one of Just Energy's IC's. The email sent June 28, 2012 stated "I had a knock on the door from an amazing guy who was energetic and very friendly, Jerry from Winnipeg. But I was not interested, he was great about it and I kept your pamphlet in case I changed my mind. About a week later a lady comes to the door again to ask if I was interested. I said no thank you. She seemed upset and asked why, I said I had concerns at this time regarding rate increases after the first year. She got pushy telling me how much better it would be in prices, how much more I was paying with SaskEnergy, more was said than but again I said no thank you more firmly. She got quite upset saying I would get a better rate with you guys, showing me charts, getting irritated by my no. I straight out said no yet again getting frustrated with her attitude and rudeness. I tried politely to tell her to have a nice day which she starts to walk away and yelled that I will not be so happy down the road paying a higher rate, i stated o well which she responded you will be sorry and said more but by this point I was so unhappy with her tone I shut the door. Any hope of me changing to your company is now gone by her pushy, rude attitude. I feel the whole story is not being told to me when I have questions and your representative is pushing something on me rudely and upset with me the potential customer. Wether that is the case or not that is the impression I was left with. If she had never came to my door I would have looked into your company down the road. I never complain to a company regarding staff but this completely baffled me. You really need better training with staff going door to door. My daughter was in the kitchen and over heard her tone enough to ask what her problem was. I do not wish to hear from this company again and a response to this email is not needed. Have a great day and enjoy your summer" On June 29, 2012 we requested additional information pertaining to the time and date of occurance as the consumer did not have the IC's information. Response states " June 28th at about 3. She never offered her name or any information about herself. I understand you are saying that she is "independent contractor" but she still represents this company. The ideas of this company are good, competition is good but it needs to come across in a better manner from you "independent contractors" Hope you had a great weekend, Thank you for your time". On July 3, 2012 we requested the address to log the complaint, email received indicates "I am in the Wakabayashi area off of Russell Rd in Saskatoon, Saskatchewan, Canada. I do not want anyone at my door again. You should be able to pass this on and a coordinator should know from there who the "independent contractor" was working the area, my address is not really needed. Thank you for your time and I hope this woman may get better training in future potential customer relations. Have a great day and enjoy your American Fourth of July." Please review the complaint. Please be advised we have also requested this customer to be removed from solicitation list. --- *KSHEA. Jul 05, 2012.*

RESOLUTION: Resolution: The complaint is deemed Indeterminable SK: No call to review, CCR is unable to determine if the Independent Contractor pressured the customer into enrolling into the program. It is imperative the independent contractor always remains professional about the nature or purpose of his/her visit. Please ensure the independent contractor always remains professional, refrains from pressuring customers to sign the agreement and follows proper protocol when attempting to enroll a potential customer who repeatedly states they are not interested. In situations like this it is appropriate that the independent contractor arrange a convenient time to go back on a later day and explain the program in full detail. No action will be taken at this moment; however CCR will be monitoring this independent contractor's marketing activity and any further allegations of this nature. --- *KGHODIWALA. Jul 19, 2012.*

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Refuted CRSKR5340083 Date: Jul 04, 2012 Incident: Jul 01, 2012 Source: Internal	**INFO:** RM > We received an email from the customer indicating they felt pressured into signing and was not given sufficient time by IC to review the terms and conditions. --- *KSHEA. Jul 04, 2012.* **RESOLUTION:** REFUTED SK - In review of the call, the customer acknowledged & accepted the program. The customer did not have any questions/concerns & did not have any hesitation during the call. Nonetheless, please ensure the independent contractor clearly explains the program to the customer & ensure the customer does wish to proceed with the enrollment prior to placing them on the verification call to avoid such allegations. Please address this matter with the independent contractor --- *AHO. Jul 06, 2012.*
Pressure Tactics - Persistence Indeterminable CRSKR5335716 Date: Jun 18, 2012 Incident: Jun 18, 2012 Source: Internal	**INFO:** Customer claims the IC was trespassing on a building property trying to make a sale. (Many witnesses present). Customer was not interested and asked the IC to leave the building; to which the IC refused. The IC was threatened of police being called in to have her forcefully removed. The IC left the building with a barrage of verbal abuse and swearing directed to potential customer(s). --- *JCOWAN. Jun 18, 2012.* **RESOLUTION:** The complaint is deemed Indeterminable SK: No call to review, CCR is unable to determine if the Independent Contractor pressured the customer into enrolling into the program. It is imperative the independent contractor always remains professional about the nature or purpose of his/her visit. Please ensure the independent contractor always remains professional, refrains from pressuring customers to sign the agreement and follows proper protocol when attempting to enroll a potential customer who repeatedly states they are not interested. In situations like this it is appropriate that the independent contractor arrange a convenient time to go back on a later day and explain the program in full detail. Please address this matter with the independent contractor. No action taken --- *KGHODIWALA. Jun 20, 2012.* **RESOLUTION:** The complaint is deemed Indeterminable SK: No call to review, CCR is unable to determine if the Independent Contractor pressured the customer into enrolling into the program. It is imperative the independent contractor always remains professional about the nature or purpose of his/her visit. Please ensure the independent contractor always remains professional, refrains from pressuring customers to sign the agreement and follows proper protocol when attempting to enroll a potential customer who repeatedly states they are not interested. In situations like this it is appropriate that the independent contractor arrange a convenient time to go back on a later day and explain the program in full detail. Please address this matter with the independent contractor. No action taken --- *KGHODIWALA. Jun 20, 2012.*
Misrepresentation - Identity Refuted CRMBR5332377 Date: Jun 07, 2012 Incident: May 24, 2012 Source: Internal	**INFO:** The customer claims he was under the impression that the independent contractor was from Centra Manitoba gas. --- *ASHEIKH. Jun 07, 2012.* **RESOLUTION:** REFUTED In review of the call, the customer was advised that we are Just Energy. He was also advised that this contract is with Just Energy, an independent energy supplier. --- *CSMALLING. Jun 11, 2012.*
Unprofessional Behaviour Indeterminable CRSKR5330845 Date: Jun 02, 2012 Incident: Jun 02, 2012 Source: Internal	**INFO:** The customer claims that the independent contractor came in to the kitchen table & made her feel uncomfortable. The customer claims that she advised that she wanted to do more research & the independent contractor made her feel uneducated & advised that she is going to regret this --- *KPATAWARAN. Jun 02, 2012.* **RESOLUTION:** INDETERMINABLE Please ensure the independent contractor always remains professional about the nature or purpose of her visit. Please address this matter with the independent contractor. --- *AHO. Jun 04, 2012.*

Just Energy

IC Summary -- 851161 Susan Suderman

Misrepresentation - Utility Affiliation Refuted CRMBR5317859 Date: Apr 17, 2012 Incident: Dec 27, 2011 Source: Internal	**INFO:** The customer claims that the independent contractor told her that she is from the utility. --- *SKHERA. Apr 17, 2012.* **RESOLUTION:** REFUTED In review of the call, the customer was advised that Just Energy is not affiliated with her utility. --- *CSMALLING. Apr 18, 2012.*	
Pressure Tactics - Persistence Indeterminable CRMBR5313765 Date: Apr 03, 2012 Incident: Mar 18, 2012 Source: Internal	**INFO:** Customer stated she didn't get a chance to look into the agreement (when the rep was there) and felt pressured into signing. --- *ASHEIKH. Apr 03, 2012.* **RESOLUTION:** INDETERMINABLE- Review of verification call: Verification call meets standards, however CCR is unable to determine the validity of the complaint as the content of the allegation was not discussed during the verification call. Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they are busy and do not have time to look over the program. In situations like this we would rather the independent contractor arrange a convenient time to come back and explain the program in full detail. Please address this matter with the independent contractor. No action will be taken at this moment, however CCR will be monitoring this independent contractors marketing activity and any further allegations of this nature will be met with verified consequences. --- *RANESETTI. Apr 04, 2012.*	
Misrepresentation - Nature/Purpose Refuted CRMBR5310760 Date: Mar 23, 2012 Incident: Mar 20, 2012 Source: Utility - Centra Manitoba	**INFO:** Centra Manitoba Complaint Received 3/22/12: this evening a young woman came to our door and wanted me to sign a contract for 5 years saying that all the neighbors were signing up. I told her that I would have to discuss this with my wife who wouldn't be home until later this evening. She was representing Just energy, saying that my contract has run out - I never had a fixed rate contract. I not thinking showed her the Manitoba Hydro bill. After checking on computer for scam or review, it seems that this company has a bad rep in the USA. I contacted the Local RCMP and passed the brochure that she left. I do not know if your are connected with this company, But I do not wish to be on a fixed contract. --- *MAVEGA. Mar 23, 2012.* **RESOLUTION:** REFUTED: Upon further investigation of the verification call and fedback CCR has concluded the following: The independent contractor visited Mr. harluck's residence in efforts to enroll him into our fixed price program, Customer stated he wanted to look things over with his wife, IC provided brouchure to the customer and left the residence. No action is required. --- *RANESETTI. Mar 27, 2012.*	
General/Other Allegation Refuted CRMBR5293239 Date: Feb 01, 2012 Incident: Nov 22, 2011 Source: Internal	**INFO:** The customer claims the IC did not inform him that he would be getting billed by the utility. --- *BSUNIL. Feb 01, 2012.* **RESOLUTION:** Allegation closed as refuted as the verification call met standards as the customer was advised he would continue to receive one bill from the utility. Nonetheless, please continue to encourage the IC to provide complete and accurate information in a clear manner to prevent such allegations in the future. --- *M2KHALID. Feb 02, 2012.*	
Misrepresentation - Savings Indeterminable CRMBR5288979 Date: Jan 19, 2012 Incident: Nov 11, 2011 Source: Internal	**INFO:** The customer claims the independent contractor promised the bills will be lower after enrolling with JE but her bills have increased significantly since she enrolled onto the program. --- *MMAGCALAS. Jan 19, 2012.* **RESOLUTION:** Allegation is being closed as indeterminable and a point is being issued based on trending. The independent contractor continues to generate misrepresentation savings related complaints. Kindly review the independent contractors presentation to identify and address coaching opportunities in order to prvent such allegations from reoccuring in the future. --- *M2KHALID. Jan 21, 2012.*	1

Just Energy

IC Summary -- 851161 Susan Suderman

Unprofessional Behaviour Indeterminable CRMBR5285702 Date: Jan 09, 2012 Incident: Jan 18, 2011 Source: Internal	**INFO:** The customer claims he was not explained the move/transfer of the agreement properly. --- *DUTTON. Jan 09, 2012.* **RESOLUTION:** Call met standard. Allegation closed as indeterminable as transferring of the program was not discussed during the verification call. Nonetheless, please ensure the independent contractor clearly explains the program details and takes her time in answering all of the customer's questions prior to enrollment. No action taken at this time. --- *M2KHALID. Jan 10, 2012.*	
Unauthorized Signature - Other Non-Authorized Residential Verified CRMBR5280824 Date: Dec 14, 2011 Incident: Dec 14, 2011 Source: FPRC Vendor - AGR	**INFO:** When asked customer if he was the account holder customer stated no. I then asked what was his relationship to the account holder, customer stated roommate. Then there after I asked customer if he had official Power of Attorney document that grants you authority over the financial dealings of the account holder. Customer stated no. --- *AGR. Dec 14, 2011.* **RESOLUTION:** VERIFIED: Review of Call- After further investigation of this independent contractor feedback we have concluded that the independent contractor enrolled a customer who is not the account holder nor is he legally authorized to enter into this agreement on behalf of the account holder. Please ensure that the independent contractor takes extra care in verifying authority when signing up potential customers for our program. Please address this matter with the independent contractor. IC feedback logged. --- *RANESETTI. Dec 28, 2011.*	$50 Compliance Contribution Cost, Agent Warning Letter, Clawback of all Commission,
Misrepresentation - Savings Refuted CRMBR5280336 Date: Dec 13, 2011 Incident: Jun 23, 2011 Source: Internal	**INFO:** cx is complaining about the sales rep that he was advised we can provide customer service in French. he was misinformed also that he will be saving money by joining this program but cx inssisted that he ended up paying more. --- *MMAGCALAS. Dec 13, 2011.* **RESOLUTION:** REFUTED- Review of Verification: This complaint is deemed refuted. After further investigation of this independent contractor feedback we have concluded that the customer was advised on the recorded verification call of the rate, commodity and term that they were confirming in addition to the fact that by being on our program we do not promise savings. The customer was also advised that we are an independent energy supplier not affiliated with their local utility company. They also signed off on the contract indicating that they understood what would happen should they decide to terminate their agreement before the end of their term. Upon conclusion they had no questions or concerns. --- *RANESETTI. Dec 28, 2011.*	
Misrepresentation - Prices Indeterminable CRMBR5280011 Date: Dec 12, 2011 Incident: Nov 19, 2011 Source: Internal	**INFO:** The customer claims that he asked the representative for the market rate and the representative showed him his existing contracted rate on his bill. The customer also claims the representative told his employee that he had his phone number but did not and the employee provided his home phone number. --- *SWISHART. Dec 12, 2011.* **RESOLUTION:** INDETERMINABLE- Review of Verification: This complaint is deemed indeterminable. Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate to regulatory bodies. Please address this matter with the independent contractor. --- *RANESETTI. Dec 28, 2011.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Solicitation - Restricted Area Indeterminable CRMBR5279891 Date: Dec 12, 2011 Incident: Nov 21, 2011 Source: Internal	**INFO:** cx called and requested cancellation as she had signed for this program and that the IC should not have been in the building as you need to be buzzed up to enter, cx stated she found out that the IC walked into the building when someone was leaving and was soliciting business. --- *ARUP. Dec 12, 2011.* **RESOLUTION:** INDETERMINABLE- Review of Verification: This complaint is deemed indeterminable. Please ensure the independent contractor continues to exercise caution when soliciting in an area that may have a no solicitation sign posted and to respect their wishes should they decline to view their presentation. Please address this matter with the independent contractor. IC feedback logged. An email has been sent to place this customer on the do not solicit list. --- *RANESETTI. Dec 28, 2011.*
Pressure Tactics - Persistence Indeterminable CRMBR5278666 Date: Dec 06, 2011 Incident: Nov 19, 2011 Source: Internal	**INFO:** spoke to ah who cancel because the program was not properly explained to her, and the agent was very pushy , --- *EREYES. Dec 06, 2011.* **RESOLUTION:** INDETERMINABLE- Review of Verification: This complaint is deemed indeterminable. Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they do not wish to proceed with our program. Please address this matter with the independent contractor. --- *RANESETTI. Dec 28, 2011.*
Pressure Tactics - Persistence Indeterminable CRMBR5276723 Date: Nov 28, 2011 Incident: Nov 10, 2011 Source: Internal	**INFO:** cx was complaining about the IC that she was mislead that all her neighbour had signed for the program. cx found out that they never accepted any from us --- *MMAGCALAS. Nov 28, 2011.* **RESOLUTION:** INDETERMINABLE- Review of Verification: This complaint is deemed indeterminable. Please ensure the independent contractor always remains professional about the nature or purpose of his/her visit. Please address this matter with the independent contractor. --- *RANESETTI. Dec 28, 2011.*
Unprofessional Behaviour Indeterminable CRMBR5258918 Date: Sep 26, 2011 Incident: Sep 26, 2011 Source: Internal	**INFO:** Customer called to log complaint about IC who came to her home yesterday. Customer did not want to provide her contact info. Customer said the IC was named Susan and her IC number is not clearly written but looks like 858161 or 855161 or 853161 and her phone number 204-268-5333. Customer said the IC was condescending and pushed herself into the house. Customer said she had to tell rep about 5 times that they would get back to her as they wanted to think about signing up but the rep kept insisting and shoving a paper in her face with rates. --- *SWAHAB. Sep 26, 2011.* **RESOLUTION:** Please ensure the independent contractor refrains from pressuring customers to sign who indicate that they do not wish to proceed with our program or who adamantly indicate that they are not interested in the program It is imperative that they respect the customer's wishes at all times during their marketing activity. Please address this matter with the independent contractor. Indeterminable; no further action warranted at this time. --- *TBEVERLY. Oct 04, 2011.*
Misrepresentation - Savings Indeterminable CRMBR5247792 Date: Aug 17, 2011 Incident: Nov 04, 2008 Source: Internal	**INFO:** Customer called requesting cancellation because she has been comparing bills with others not with JE and found that she is not saving anything. Clarified that our program does not promise savings and explained F&B of price stability. Customer said that IC assured her that she would save huge amounts of money and that was the only reason she signed and she wants to cancel. --- *BSUNIL. Aug 17, 2011.* **RESOLUTION:** Please ensure contractor does not provide misleading information to customer regarding savings. A customer who is under the impression that they will immediately see savings is most likely going to cancel shortly after receiving their first bill after flowing with us and possibly escalate to regulatory bodies. Please address this matter with the contractor. Indeterminable; no further action warranted at this time. --- *TBEVERLY. Aug 17, 2011.*

Just Energy

IC Summary -- 851161 Susan Suderman

Unauthorized Signature - Other Non-Authorized Residential Indeterminable CRMBR5235964 Date: Jul 15, 2011 Incident: Jun 10, 2011 Source: Internal	**INFO:** Customer not happy as spouse is not authorized nor speaks English. Informed customer that account has been cancelled. --- *APANAH. Jul 15, 2011.* **RESOLUTION:** Please ensure that the independent contractor takes extra care in verifying authority when signing up potential customers for our program. Please address this matter with the independent contractor. --- *TBEVERLY. Jul 19, 2011.*	
Solicitation - No Permit Indeterminable CRMBR5229985 Date: Jun 27, 2011 Incident: Jun 26, 2011 Source: Internal	**INFO:** Customer called to file a complaint against IC Susan and requested no solicitation. They said that the IC visited them late in the night on 2 separate occasions. They claimed that during the first visit, the IC physically trod on the customer's feet while entering the home without their permission. The IC did display proper ID, but was advised that she is not allowed to enter their community as she did not have the business license permit and was advised not to return. However the IC disregarded that and visited again after 9PM last night. The IC did not leave when asked to do so, but kept talking and the AH did not appreciate the late hour of the visit and does not want any further visits. They said they were considering going to the RCMP, but decided to log a complaint with us first. IC feedback logged; No Solicitation Request e-mail sent. --- *BSUNIL. Jun 27, 2011.* **RESOLUTION:** This is the second complaint of this nature received this month. Please ensure the independent contractor refrains from pressuring customers to sign who indicate that they do not wish to proceed with our program or who adamantly indicate that they are not interested in the program It is imperative that they respect the customer's wishes at all times during their marketing activity, including no solicitation posts and/or warnings. Point(s) assessed due to trending and/or severity of complaint. --- *TBEVERLY. Jun 28, 2011.*	1
Unconscionable Representation - Senior Solicitation Verified CRMBR5229466 Date: Jun 25, 2011 Incident: Jun 25, 2011 Source: FPRC Vendor - AGR	**INFO:** Elderly customer wanted to discuss this with the spouse before enrolling at the rate portion of the script. --- *AGRImport. Jun 25, 2011.* **RESOLUTION:** Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they do not wish to proceed with our program. In situations like this we would rather the independent contractor arrange a convenient time to come back and explain the program in full detail. Please address this matter with the independent contractor. --- *TBEVERLY. Jun 27, 2011.*	1
Unauthorized Signature - Other Non-Authorized Residential Verified CRMBR5226283 Date: Jun 19, 2011 Incident: Jun 19, 2011 Source: FPRC Vendor - AGR	**INFO:** CUSTOMER STATED ON THE RECORDED LINE THAT HE WAS NOT THE ACCOUNT HOLDER AND THAT HIS 'GIRLFRIEND' IS, WHICH IS NOT POA OR SPOUSE AND UNAUTHORIZED --- *AGRImport. Jun 19, 2011.* **RESOLUTION:** Please address this with the contractor with respect to his FPRC enrollment training, product knowledge and presentation to ensure that the correct policies and procedures are consistently followed in his presentation and all activities surrounding the enrollment of potential customers. VERIFIED NOTICE. Point(s) assessed as a WARNING and courtesy to allow coaching. Should compliance receive future allegations of this nature, further disciplinary action will be taken as a result. --- *TBEVERLY. Jun 21, 2011.*	1

Just Energy

IC Summary -- 851161 Susan Suderman

Pressure Tactics - Persistence Indeterminable CRMBR5222295 Date: Jun 10, 2011 Incident: Jun 10, 2011 Source: Internal	**INFO:** Customer is complaining about our sales rep who visited them last nights around 9 in the evening. Sales rep was aggressive in offering the program. sales rep was persistent in pressuring customer to get a copy of their bill. customer was disappointed because she felt like the rep wouldnt accept no for an answer. according to customer she even advised the sales rep that she wanted to do her own research and see if they may be interested in joining the program. --- *MMAGCALAS. Jun 10, 2011.* **RESOLUTION:** Please ensure the independent contractor refrains from pressuring customers to sign who indicate that they do not wish to proceed with our program or who adamantly indicate that they are not interested in the program It is imperative that they respect the customer's wishes at all times during their marketing activity. Please address this matter with the independent contractor. Point(s) assessed due to trending and/or severity of complaint. --- *TBEVERLY. Jun 14, 2011.*	
SR Call Participation Verified With No Consequence CRMBR5221589 Date: Jun 08, 2011 Incident: Jun 08, 2011 Source: FPRC Vendor - C4	**INFO:** IC was heard in the background answering the customer's question about the agreement price. --- *CFImport. Jun 08, 2011.* **RESOLUTION:** Please address this with the contractor with respect to his FPRC enrollment training, product knowledge and presentation to ensure that the correct policies and procedures are consistently followed in his presentation and all activities surrounding the enrollment of potential customers. --- *TBEVERLY. Jun 14, 2011.*	
Misrepresentation - Nature/Purpose Verified CRMBR5220549 Date: Jun 06, 2011 Incident: Jun 06, 2011 Source: FPRC Vendor - C4	**INFO:** Customer did not understand that cancellation fees would be applied. Customer asked the IC a question about cancellation. I told the IC to give us a call back, the IC asked me what did I say to the customer about the cancellation fees and I reread the paragraph stating the cancellation fees. I told the IC to give a call back.IC interrupted the call. Customer asked her a question about cancelation. I told the IC to give us a call back, the IC asked me what did I say to the customer about the cancelation fees and I reread the paragraph stating the cancelation fees. I told the IC to give a call back. --- *CFImport. Jun 06, 2011.* **RESOLUTION:** NOTICE: Allegation deemed valid based on review of the verification call. Strike and monetary consequences to follow as a result, as outlined in the matrix. The customer responds to the cancellation information by saying that she was told that she didn't have to pay anything... there were no cancellation fees. The CSR asks if the IC informed her that there were no cancellation fees, to which she answers yes. The customer did not understand that cancellation fees would be applied after the window to cancel. Compliance strongly recommends that this contractor focuses on ensuring that customers are completely aware of the details and purpose of the program in its entirety prior to verification. --- *TBEVERLY. Jun 08, 2011.*	$50 Compliance Contribution Cost, Agent Warning Letter, Clawback of all Commission,
Rudeness - Severe Indeterminable CRMBR5190793 Date: Apr 05, 2011 Incident: Apr 04, 2011 Source: Internal	**INFO:** Customer called to log complaint on IC visit. Cx claimed IC was rude, insistent and insulting. Cx said IC requested for cx Hydro bill, cx said she does not have it and to come back later to speak to her spouse. At this point cx claimed IC was insulting and insistant that cx hydro bill should be provided. Cx request No Solicitation from JE IC. --- *FLUI. Apr 05, 2011.* **RESOLUTION:** CCR unable to locate call to validate CSRs claim. Please ensure the independent contractor always remains professional about the nature or purpose of her visit. Please address this matter with the independent contractor. No points issued. Ahmed --- *AOMERAHMED. Apr 05, 2011.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Solicitation - Senior Verified CRMBR5107657 Date: Dec 06, 2010 Incident: Dec 06, 2010 Source: FPRC Vendor - C4	**INFO:** PPRC was denied as the elderly customer did not feel comfortable proceeding with the program. --- *CFImport. Dec 06, 2010.* **RESOLUTION:** It is imperative that we stress to the independent contractor the importance of not signing up elderly customers who clearly cannot comprehend what is being conveyed to them which in turn will avoid such allegations. This customer's contract should never have been submitted. Please address this matter with the independent contractor as soon as possible. Wayne --- *WMORGAN. Dec 09, 2010.*	1	1 Point,
Unprofessional Behaviour Indeterminable CRMBR5045067 Date: Sep 17, 2010 Incident: Aug 23, 2010 Source: Internal	**INFO:** Customer says Contractor came to her door at 9:30pm and was very aggressive in getting her to sign a re-contract. --- *SWAHAB. Sep 17, 2010.* **RESOLUTION:** Please address complaint with Contractor. Contractor has received 2 consumer complaints within a short period of time. Contractor summary attached. Contractor must abide by the municipality rules for door to door solicitation, no later than 9pm. --- *VANESETTI. Oct 08, 2010.*		
Unauthorized Signature - Other Non-Authorized Residential Indeterminable CRMBR5039823 Date: Sep 07, 2010 Incident: Sep 04, 2010 Source: Internal	**INFO:** Account holder called requesting cancellation of their agreement. The agreement was signed by her son who is not authorized. The customer claims that the IC informed him that it is alright for him to sign because the original agreement was signed by the account holder's son. However account holder had provided authorization to her son in 2005, but does not want to sign up now because the LDC rates are much lower and she had been paying a higher rate for the past 5 years. --- *BSUNIL. Sep 07, 2010.* **RESOLUTION:** The Independent Contractor must respect the consumer's decision to not re-contract. Additionally, regardless of whether the contract was signed by an unauthorized party originally, the Independent Contractor must follow the code of conduct rules and only enroll an authorized party. --- *VANESETTI. Sep 15, 2010.*		
Misrepresentation - Nature/Purpose Indeterminable CRMBR5000794 Date: Jun 29, 2010 Incident: Mar 25, 2010 Source: Internal	**INFO:** Customer advised that she had to write a cheque to the IC in the amount of $54.64. I advised her that JE does not charge any fees to be on the program. She advised that she wrote a cheque to the IC as requested by them. TThomas 75085 --- *TTHOMAS. Jun 29, 2010.* **RESOLUTION:** Left numerous messages for the customer. the customer has not called back therefore unable to investigate further without the specifics surrounding the allegation. The independent contractor denies any wrong doing. disregarding claim unless the customer calls back with information useful to the investigation. --- *M2KHALID. Jul 05, 2010.*		
Misrepresentation - Prices Indeterminable CRMBR4998284 Date: Jun 10, 2010 Incident: Apr 17, 2010 Source: Internal	**INFO:** The elderly customer claims she was misled by the independent contractor and advised our rates would fluctuate. --- *JLOPEZ. Jun 10, 2010.* **RESOLUTION:** Please ensure the independent contractor provides complelete information to the customer in a concise and logical manner to avoid any miscommunication at the time of signing. One point is being issued for trending. Please address with the independent contractor accordingly. --- *M2KHALID. Jun 14, 2010.*	1	

Just Energy

IC Summary -- 851161 Susan Suderman

Misrepresentation - Savings Verified CRMBR87052 Date: May 18, 2010 Incident: Apr 26, 2010 Source: PUB	**INFO:** PUB Complaint Received 5/17/10: On April 26, 2010 your representative came to our home and presented the program of energy, and we signed an agreement. After checking the agreement, and the information available to us, we believe it was incorrectly represented, and here are our reason of concern. 1. We were informed and the issue was stressed, that we had till September 2010 to cancel, never once was it mentioned that if we did cancel after May 23, 2010, that there would be a cancellation fee. 2. We were also led to believe that with the agreement, we were locking in at a lower rate then what Centra Gas was charging at the present time, and I find that with this agreement we are paying 10.25 cents more then what Centra Gas is presently charging. Therefore with these issues at hand, we are hereby cancelling this agreement immediately, as of today's date, May 15, 2010. --- *MAVEGA. May 18, 2010.* **RESOLUTION:** Please ensure the independent contractor does not provide misleading information to customers regarding savings. We offer "potential long-term" savings. A customer who is under the impression that they will immediately see savings is most likely going to cancel shortly after receiving their first bill after flowing with us. Please address this matter with the independent contractor. --- *M2KHALID. Jun 14, 2010.*	$50 Compliance Contribution Cost, Agent Warning Letter, Clawback of all Commission,
Misrepresentation - Prices Refuted CRMBR86405 Date: May 17, 2010 Incident: May 17, 2010 Source: Internal	**INFO:** The customer emailed Just Energy requesting cancellation on the basisof the program being misrepresented to them. A copy of the customer's email is below: From: Alpha [mailto:goertse1@shaw.ca] Sent: Sunday, May 16, 2010 8:11 PM To: Customer Service Cc: publicutilities@gov.mb.ca Subject: agreement Just Energy cs@justenergy.com 1-888-548-7690 TO WHOM IT MAY CONCERN: Re: Customer Agreement, made April 26, 2010. Customer No. 7219303 Premise No. 6060816 On April 26, 2010 your representative (Susan) came to our home and presented the program of energy, and we signed an agreement. After checking the agreement, and the information available to us, we believe it was incorrectly represented, and here are our reason of concern. 1. We were informed and the issue was stressed, that we had till September 2010 to cancel, never once was it mentioned that if we did cancel after May 23, 2010, that there would be a cancellation fee. 2. We were also led to believe that with the agreement, we were locking in at a lower rate then what Centra Gas was charging at the present time, and I find that with this agreement we are paying 10.25 cents more then what Centra Gas is presently charging. Therefore with these issues at hand, we are hereby cancelling this agreement immediately, as of today's date, May 15, 2010. Regards George & Margaret Goertsen 30 Earlton Pl. Winnipeg MB R3X 2J9 1-204-255-0795 CC/ Centra Gas Public Utilities Board --- *JFALODI. May 17, 2010.* **RESOLUTION:** Duplicated allegation. Disregards this allegation. --- *M2KHALID. May 18, 2010.*	
General/Other Allegation Verified CRMBR68666 Date: Dec 12, 2009 Incident: Dec 12, 2009 Source: Internal	**INFO:** IC completed FPRC call. Attempted to gather required information from IC (eg. customer name, address, phone#). IC indicated that the customer had already been with us; therefore the information should already populate in the system. While we do have the ability to search for a customer's account using the utility number, when completing an FPRC call this information needs to be gathered directly from the IC to ensure its validity. --- *SBULLOCK. Dec 12, 2009.* **RESOLUTION:** Please ensure to address this matter with the IC as she is required to provide the customer information as per process. Please ensure to address. --- *ATIGRERO. Dec 16, 2009.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Misrepresentation - Prices Indeterminable CRMBR68502 Date: Dec 10, 2009 Incident: Nov 29, 2009 Source: Internal	**INFO:** IC had mentioned much higher rates for the utility then they originally were. Ah claimed the IC report the rates for Centra Manitoba were 30.0cm3 when in reality there were 24.0cm3. --- *ASHEIKH. Dec 10, 2009.* **RESOLUTION:** Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate to regulatory bodies. Please address this matter with the independent contractor. --- *ATIGRERO. Dec 16, 2009.*	
SR Call Participation Indeterminable CRMBR68196 Date: Dec 05, 2009 Incident: Dec 05, 2009 Source: Internal	**INFO:** IC Spoke during the reaffirmation. She also advised the CSR and customer that in event of a move, they do not have to notify JE which they do. --- *YATCHIA. Dec 05, 2009.* **RESOLUTION:** Please ensure to address this matter with the independent contractor as soon as possible and refrains from doing so. --- *ATIGRERO. Dec 15, 2009.*	
Unprofessional Behaviour Indeterminable CRMBR68006 Date: Dec 03, 2009 Incident: Dec 02, 2009 Source: Internal	**INFO:** Customer complains IC visited them to late at night, around 930 pm, said they were in bed already. --- *EREYES. Dec 03, 2009.* **RESOLUTION:** Please ensure to address this matter with the independent contractor immediately. This behavior is completely unacceptable. Please address. --- *ATIGRERO. Dec 15, 2009.*	2
Unprofessional Behaviour Indeterminable CRMBR66967 Date: Nov 18, 2009 Incident: Nov 18, 2009 Source: Internal	**INFO:** AH complained that the IC visited his home on Monday and Tuesday after 8:15PM while it was pitch dark. He was not home and so she complained to his wife about her having to come back. Also she asked the cx why they have reservations about the program and this upset the cx. He requested that she not visit them again and if another IC does visit, they would like it to be when they are both home. --- *BSUNIL. Nov 18, 2009.* **RESOLUTION:** Please ensure the independent contractor always remains professional about the nature or purpose of her visit. Please address this matter with the independent contractor --- *ATIGRERO. Nov 23, 2009.*	
Unauthorized Signature - Commercial Refuted CRMBR61075 Date: Sep 09, 2009 Incident: Sep 09, 2009 Source: Internal	**INFO:** Unauthorized signature --- *AORDINARIO. Sep 09, 2009.* **RESOLUTION:** The signee confirmed her authority as controller. Closing complaint as untrue. --- *TSLUITER. Sep 16, 2009.*	
Misrepresentation - Savings Refuted CRMBR51917 Date: May 08, 2009 Incident: Sep 06, 2008 Source: Internal	**INFO:** Customer feels she was lied to by the independent contractor as she was told that agreement would be lower than utiity and she would save money. She also claims that she was never informed of the rate of 41.2 c/m3 --- *TJHEETA. May 08, 2009.* **RESOLUTION:** Please ensure the independent contractor is aware of the importance of accuracy with regards to the information that is being provided to the customer when they are registering for the program. Inaccuracies may not only lead to contracts being cancelled but have the potential to escalate to regulatory bodies. Please address this matter with the independent contractor. --- *OESCCA\m2khalid. May 11, 2009.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Misrepresentation - Nature/Purpose Verified CRMBR51476 Date: Apr 24, 2009 Incident: Aug 08, 2008 Source: Internal	**INFO:** Customer says she was advised the rate would go lower if the market rate goes lower, but it would never go higher. --- *TJHEETA. Apr 24, 2009.* **RESOLUTION:** Please ensure the independent contractor takes her time to educate the customer on our program. This will ensure the customer fully understands what we offer and is not left with the wrong impression of our rates reducing as the market prices go down. Please address with the IC accordingly. --- *OESCCA\m2khalid. Apr 26, 2009.*	
Pressure Tactics - Other Refuted CRMBR50977 Date: Apr 08, 2009 Incident: Apr 06, 2009 Source: Internal	**INFO:** Customer felt pressured to sign the agreement by the independent contractor. --- *TJHEETA. Apr 08, 2009.* **RESOLUTION:** Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they are busy and do not have time to look over the program. In situations like this we would rather the independent contractor arrange a convenient time to come back and explain the program in full detail. Please address this matter with the independent contractor. --- *OESCCA\m2khalid. Apr 26, 2009.*	
Misrepresentation - Utility Affiliation Refuted CRMBR50940 Date: Apr 06, 2009 Incident: Dec 17, 2008 Source: Internal	**INFO:** Customer was advised her budget billing with the LDC would not be effected should she sign on our price protraction program. The customer called in requesting cancellation as her budget billing with the utility did drastically increase. --- *TJHEETA. Apr 06, 2009.* **RESOLUTION:** Please ensure the independent provides complete and accurate information to the customer at all times. To ensure we are not providing inaccurate information to the customer, it's highly recommended to avoid promising something to the customer that we do not have any control over such as customer's budget billing amount with the utility. Please address with the independent contractor accordingly. --- *M2KHALID. Apr 27, 2009.*	
Unauthorized Signature - Commercial Verified CRMBR47561 Date: Dec 09, 2008 Incident: Dec 03, 2008 Source: Internal	**INFO:** Customer stated "my dad was not around to sign it and the contractor named Susan wrote me down as the manager and also said to me it didn't matter if i had to be 18 or not.. " --- *TJHEETA. Dec 09, 2008.* **RESOLUTION:** Spoke to the customer and advised me that his son is 17 years old and the Independent Contractor was fully aware of this information. Please ensure the independent contractor is aware of this allegation and refrain from doing so. Please address this matter with the Independent contractor. Angel --- *OANGEL. Dec 11, 2008.*	1
Non-Allegation / Complete Retraction Refuted CRMBR47252 Date: Nov 26, 2008 Incident: Nov 26, 2008 Source: Internal	**INFO:** PER CSR:A lady came to her door looking for an address , she asked to use the phone book. Customer invited her in and assisted with her the customer she was looking for was a customer (the IC was a female, long red hair and frizzy she was about 5,3 was wearing a long white coat she advised she was from Anola Manitoba) Customer then asked to use the washroom and when the IC left Customer went to the washroom and was upset. Customer advised that she lives in a rural area and can understand why someone will want to use her washroom. However if there was an accident there was enough paper towels and tiolet paper for someone to clean there mess. --- *OANGEL. Nov 26, 2008.* **RESOLUTION:** Left message for customer advising her that we concluded our investigation and if she was interested to know teh outcome she coudl contact me directly. contact information provided. Angel --- *OESCCA\oangel. Nov 27, 2008.* **RESOLUTION:** Independent contrcator is aware of teh importance of not using CX's washrooms in the future as per memo sent on nov 21/08 by Gord P. Angel --- *OESCCA\oangel. Dec 03, 2008.*	

Just Energy

IC Summary -- 851161 Susan Suderman

Rudeness - General Verified CRMBR46511 Date: Nov 04, 2008 Incident: Nov 03, 2008 Source: Internal	**INFO:** Spoke w/AH, who's calling to cancel as she said she didn't want the IC to benefit as she was very rude and was asking questions she shouldn't be asking, she forced herself in her house to the kitchen w/out the AH's permission, and IC knew the AH had to go to a meeting and was in a hurry but the IC was so persistent. Cx said if someone else other than the said IC she will sign up again.But for this one, she wants it cancelled. --- *TJHEETA. Nov 04, 2008.* **RESOLUTION:** Please ensure the independent contractor refrains from pressuring customers to sign who indicate verbally that they are busy and do not have time to look over the program. In situations like this we would rather the agent arrange a convenient time to come back and explain the program in full detail. Angel --- *OESCCA\oangel. Nov 12, 2008.*
Rudeness - General Verified CRMBR46490 Date: Nov 03, 2008 Incident: Oct 31, 2008 Source: Internal	**INFO:** Cx stated that when the IC came to his home he was advised to leave the documentation at his table so they can compare the rates however the IC would not leave - cx stated that he requested the IC to leave 3 times but would not go - cx also stated that he will write a letter to PUB because of this matter and also cx stated that the IC was rude to them at the time. --- *TJHEETA. Nov 03, 2008.* **RESOLUTION:** Please ensure the independent contractor conveys herself in a professional manner in order to avoid giving the impression of being rude. Angel --- *OESCCA\oangel. Nov 12, 2008.*
Misrepresentation - Nature/Purpose Verified CRMBR45520 Date: Sep 22, 2008 Incident: Sep 22, 2008 Source: PUB	**INFO:** PUB INQUIRY RECEIVED - Consumer claims that he was told that he has 30 days to appeal. --- *TJHEETA. Sep 22, 2008.* **RESOLUTION:** Not sure what "30 days to appeal" means; however, please ensure that the contractor is clear about the nature and purpose of her visit and does not provide customers' with misleading information. Kindly address this matter with the contractor. --- *OESCCA\cjohannes. Sep 23, 2008.*
General/Other Allegation Verified CRMBR44378 Date: Jul 29, 2008 Incident: Jul 03, 2008 Source: Internal	**INFO:** Our customer service representative stated that the contractor was getting very irate and told her to hurry up in a very angry tone. This was an FPRC call and the customer service representative advised the contractor that it is not proper to rush the customer service representative as she was verifying that she was speaking with the right party. The customer service representative stated that she got the impression that the customer did not know his own mailing address and postal code, and had to ask the contractor. However, the customer service representative states that the contractor got very mad, and told her that she was calling her a liar and that she would call in and complain against her. The customer service representative advised the contractor that at no point and time, did she call her a liar. She was simply confirming whether she was speaking with the right party as it was a confusing scenario. The customer service representative also states that she even put the contractor on hold to get advice from her manager, who told her to probe the customer for further account information. Upon probing, the customer service representative states that she found that the contractor and the account holder have the same first name. Both parties are named on the account and the gentleman was asking his girlfriend, (whose first name is the same as the contractors' for the information and not the contractor, this is why the confusion was there. --- *CJOHANNES. Jul 29, 2008.* **RESOLUTION:** I have reviewed the call, and while the customer service representative could have used a different approach with regards to her concerns, please ensure that the contractor is professional at all times during her marketing activity. --- *CJOHANNES. Jul 30, 2008.*

THIS IS EXHIBIT "103" REFERRED TO IN THE
AFFIDAVIT OF MICHELLE ALEXANDER
SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
27th Floor
Toronto ON M4P 1E4
Telephone: (416) 481-1967
Facsimile: (416) 440-7656
Toll Free : 1-888-632-6273

Commission de l'énergie de l'Ontario
C.P. 2319
2300, rue Yonge
27e étage
Toronto ON M4P 1E4
Téléphone: (416) 481-1967
Télécopieur: (416) 440-7656
Numéro sans frais : 1-888-632-6273

Ontario

BY E-MAIL
nruzycki@justenergy.com

October 15, 2013

Nola Ruzycki
Vice President, Regulatory Affairs
Just Energy Ontario L.P.
6345 Dixie Road, Suite 200
Mississauga, ON L5T 2E6

Dear Ms. Ruzycki,

Re: Request for Information – Compliance Inspection

I am writing to advise you that the Ontario Energy Board (the "Board") is commencing an inspection under the *Ontario Energy Board Act, 1998* (the "Act") to assess compliance in relation to marketing and promotional materials utilized by Just Energy Ontario L.P. ("Just Energy") when marketing to low-volume consumers.

The purpose of the inspection is to review certain aspects of Just Energy's operations in order to ensure that you are in compliance with all applicable legal and regulatory requirements pertaining to consumer protection.

The inspection will involve the review of the following:

a) Sales brochures;
b) Product information and data sheets;
c) Visual aids used in sales demonstrations (e.g. newspaper clippings, product comparisons, statistics, visual material, etc.);
d) Sales scripts (all sales channels); and
e) Web content.

Information is requested for the purposes of the inspection. Details of the information that is required of your company in relation to this inspection are set out in the Appendix attached to this letter.

Notice of Inspection under Part VII of *Ontario Energy Board Act, 1998*

The inspection referred to in this letter is being carried out under Part VII of the *Ontario Energy Board Act, 1998* (the "Act") by Board staff that have been appointed as inspectors under that Part.

The powers of inspectors under the Act include the following:

i. they may require your company to provide documents, records or information pertaining to the activities that you are licensed to undertake (Act, section 107);

ii. they may enter any place that they reasonably believe is likely to contain documents or records related to your licensed activities (Act, section 108(1));

iii. they may examine, record or copy any document or record, in any form, by any method, and they may remove documents or records for the purpose of making copies (Act, section 108(2)); and

iv. they may require the officers, directors and employees of your company to give them all reasonable assistance (Act, section 108(4)).

Documents, records and information obtained by an inspector under section 107 or section 108 of the Act are confidential and are subject to limitations in terms of disclosure and introduction as evidence as set out in Part VII of the Act.

Please contact me at 416-544-5185 or lou.mustillo@ontarioenergyboard.ca should you have any questions.

Yours truly,

Lou Mustillo, Advisor
Retail Markets & Compliance Management
Compliance & Consumer Protection

Attachment

Appendix

Information Required

Production of the information described in this Appendix is required as part of an inspection under Part VII of the *Ontario Energy Board Act, 1998.* **Important information regarding the inspection is set out in the attached letter dated October 15, 2013.**

Production of the information described in this Appendix is being required by Lou Mustillo who has been appointed as an inspector by the Board's management committee under section 106 of the *Ontario Energy Board Act, 1998.*

You are required to provide the following **no later than November 5, 2013.**

For the period April 1, 2013 – June 30, 2013, copies of all marketing and promotional materials when marketing to low-volume consumers using all sales channels utilized by your company and any third party agencies including:

1) Sales brochures;
2) Product information and data sheets;
3) Visual aids used in sales demonstrations (e.g. newspaper clippings, product comparisons, statistics, visual material, etc.);
4) Sales scripts (all sales channels); and
5) Web content including internet enrolment pages.

The above documents, records and information must be provided in electronic form to lou.mustillo@ontarioenergyboard.ca.

THIS IS EXHIBIT "104" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To: Freddie Sanvictores[fsanvictores@justenergy.com]
Cc: Nola Ruzycki[nruzycki@justenergy.com]
From: Frances Murray
Sent: Thur 05/12/2013 11:30:40 AM
Importance: Normal
Subject: JE Responses to OEB Staff Compliance Inspection Request Received Oct 31-2013_v2freddie
MAIL_RECEIVED: Thur 05/12/2013 11:30:40 AM
JE Responses to OEB Staff Compliance Inspection Request Received Oct 31-2013_v2freddie.doc

I've added the answers to question 5 in the document you edited.

THIS IS EXHIBIT "105" REFERRED TO IN THE AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

The customer interaction

JUST ENERGY – Ontario Sales Script	
Action taking place	**Script**
The Introduction	
☐ *Knock on door and step back from the door.*	***Customer**: Hello*
☐ *Keep eyes down so as not to pressure potential customer. Do not look straight at the customer*	***Contractor:** Hi, how are you doing? I'm a representative of Just Energy. We are an independent energy retailer licensed by the Ontario Energy Board – Just Energy is not affiliated with your local utility, the Government or the Ontario Energy Board.*
☐ *Agreement is held out in plain view, use open body language.*	
☐ *Look confident upon first meeting with the customer. Your demeanour is casual, professional not intimidating*	*I am here to offer you a natural gas or electricity supply product for your home that will allow you to manage your energy needs and budget better and take advantage of our $50 registration incentive.*
☐ *Acknowledge the customer with a friendly wave and do not make eye contact*	*To see whether or not you qualify I'll need a recent copy of both of your utility bills. I'll just wait here while you get those bills, thank you.*
☐ *Point to Just Energy badge and **Immediately Hand the customer the business card and provide them with the purpose for your visit.***	***Customer**: Sure.*
☐ *Once you begin to speak, make consistent eye contact and be pleasant with the customer*	
☐ *Stand a bit sideways to the customer. This opens the space and is non-threatening body language.*	
Breaks eye contact after asking for the bill and step back a little bit.	

APPROVED

Qualifying Customer – MyEnergy - Predict a Bill	
☐ *Motion your hand for the bill (without making eye contact) while customer hands it over* ☐ *Take the bill to involve customer in the process and keep the bill in plain view by placing it at the top of the binder.* ☐ *During the explanation, continue to stand a little sideways and keep the Agreement in plain view.* ☐ *While explaining program, try to maintain eye contact 70% of the time.* ☐ *Turn slightly, holding Agreement square to the customer. Break eye contact, pen to paper and ask for last name.* ☐ *After you asked for the last name, commence writing and answering questions.* ☐ *Point to the customer's bill where the name and price will appear once on the program.* ☐ *Circle the rate and term to emphasize those to the customer.* ☐ *While holding binder and facing customer, explain the 'Predict-a-Bill' and MyEnergy program.* ☐ *Ensure the person you speak with is the Account Holder or authorized to sign the agreement.* ☐ *After customer says yes, fill in the agreement. This is the time to build rapport.*	*Contractor:* *Thank you for obtaining your utility bills. I can see that you are not enrolled in an agreement for your Electricity and Natural Gas, so you do qualify for MyEnergy and 'Predict-a-Bill'* *Like most Canadians, you've already made the decision to secure your costs on items such as your cell phone and internet use. Our programs combine the protection and stability of our Predict-a-Bill, with the cost effectiveness of our MyEnergy. For Predict-a-Bill, Just Energy ensures no more surprises with your natural gas costs as our flat monthly fee covers you and your family for the year and ensures that you pay the same, predictable, amount for your natural gas all year long. Predict-a- Bill is similar to a utility's equal billing program in that you'll know exactly what you are paying every month. The advantage to you is that there is no true-up at the end of the year.* *Just Energy's, MyEnergy program, provides you with a simple solution to a complicated pricing structure in Ontario. You currently pay a different rate at certain hours of the day which means that you probably avoid using items like your air condition, dishwasher, washer and dryer to avoid higher electricity prices. MyEnergy gives you control! You can now use your electricity when* ***YOU*** *want. You'll pay a single rate, as opposed to three which means that you do not have to change your lifestyle. MyEnergy is a variable program which starts at 4.99¢/kWh. The added advantage is that we'll guarantee that the variable rate never exceeds 5.99¢/kWh, giving you further piece of mind and control over your electricity usage and costs. In addition to your "MyEnergy" rate, a global adjustment pass-through, which is currently at x.xx¢/kWh, will also be added.* *Both of our programs provide an additional benefit to customers and that's the ability to make a positive contribution to the environment without having to change a single behaviour or lifting a finger.* *'Predict-a-Bill' offers a 100% Carbon Off-set program for an additional $10/month to the base rate of $39.99/month. MyEnergy offers a similar program for an additional 2.1¢/kWh to the base of 4.99¢/kWh, plus global adjustment.* *Again, these programs give you the ability to truly budget your home energy costs and make a positive change to the environment.*

Qualifying Customer	
☐ *Once the customer has shown interest in the product, begin filling out the agreement.* ☐ *Answer the customers' questions as they may come up.* ☐ *Be sure to provide further clarity with respect to the program.* ☐ *Confirm the customer's interest in having 100% of their yearly Carbon footprint offset by Just Energy.* ☐ *Ensure to get the customer's email address as so that a link can be sent to the customer*	***Contractor:*** *So to get you started on the program, I'll need some information. Now, how do you spell your last name?* ***Customer****: J-O-N-E-S.* ***Contractor:*** *Okay. Just to confirm, you are the account holder here and you're interested in making your home 100% carbon neutral with respect to your natural gas and electricity usage.* ***Contractor:*** *Remember, you are choosing Just Energy as your supplier of natural gas and electricity. We will supply your natural gas and electricity to your utility company and they continue to deliver, read your meter and provide the same level of service you received in the past.* *This agreement only covers the cost of gas, electricity and JustGreen, if you choose it. You will also be responsible for regulated delivery, transportation. The only change you will see in a couple of months is our name and customer service phone number will appear on your bills, letting you know that you are now on the programs.* *Do you have any questions?* ***Customer****: Not at this time.*

Essential Agreement Information & Signatures, Welcome Call	
☐ *Hold the binder and turn it to face customer and point to the Essential Agreement Information on the agreement.*	***Contractor**: The full details of your agreement are set out in your Terms & Conditions. As you'll note, they're written on the back of these pages, in plain language for ease of reference.*
☐ *Break eye contact when asking the customer to make a decision so as not to exert pressure.*	*Let's take a moment to review the key terms of your agreement, specifically the monthly rate, term, JustGreen and further information set out here on the front pages, under "Essential Agreement Information".*
☐ *Hand over your pen. The customer takes the agreement and reads over the Essential Agreement Information.*	*To get you started on the program, I simply need you to confirm your acceptance, print your name and sign here and here. In addition I am obligated by the OEB to provide you with the following forms to sign that shows you have reviewed and agree to them.*
☐ *Customer takes the pen and you point to where the customer's signature is needed*	*This price comparison form is used to compare your current utility offering in comparison to our agreement. Keep in mind that this is not an apples to apples comparison as the utility natural gas prices will change every three months and every 6 months for electricity, whereas our commodity price is locked in for the next five years.*
☐ *Customer also signs off on the Price Comparison Form and Disclosure*	*The OEB also requires that we provide, you review and agree to the gas and electricity disclosure statement which ensures that you know your rights as a consumer in Ontario.*
☐ *Customer checkmarks the row for 100% JustGreen and signs the 'Predict-a-Bill' and MyEnergy Program section.*	*So as I mentioned before, since you enrolled on both of our programs, you are entitled to the $50 incentive in the form of a gift card to choose from in our list of offerings. Some options are Home Depot, BestBuy and a Prepaid MasterCard.*
☐ *You are permitted to use your personal mobile phone for the welcome call or you may ask the customer to use their phone if they have a cordless phone. It's a toll-free number.*	*The $50 is given to you once you finalize your registration online. The next step is to verify your agreement with Just Energy's Customer Service Team, as they'll verify some information with you. At the end of the call an email will be sent to you, give it about twenty minutes, where a link will direct you to an enrollment and verification website. Follow the instructions on the website and you'll be registered and you'll receive your $50 gift card. The other great part is that the online enrollment registration will replace this agreement and will save you the trouble of one last verification call that can take over twenty minutes due to OEB regulations. Sound good?*
☐ *Ensure that the customer has no further questions before proceeding with the welcome call and that they fully understand the details of the programs.*	*Contractor: Before we proceed with the welcome call, I just want to make sure that you have no further questions, as I'm not permitted to answer them during the welcome call. They'll also confirm that you received a business card from me and that you understand the details of the program.*
☐ *Proceed with call once these items are covered and the customer has signed all documents.*	*Are you all set?*

Wrap up	
☐ *Customer takes all the paperwork. Keep the white copy of the agreement for you.* ☐ *Once the call is completed, shake hands with the customer and leave the premise.*	***Contractor:*** *So, of course I'm going to leave you a copy of your Agreement, as well as some follow up information.* *Again, as I mentioned to you, I'm a representative of Just Energy. We are an independent energy retailer licensed by the Ontario Energy Board – Just Energy is not affiliated with your local utility the Government or the Ontario Energy Board.* *Remember, you'll no longer see spikes in the winter on your rates with the Predict-a-Bill program. You simply pay one flat rate each month for your natural gas or supply that will take the worrying from opening your utility bill in the winter. Our MyEnergy program gives you control of your electricity use and allows you to use your appliances and run your AC when YOU want to.* *Our brochures provide you with great information with regards to the decision that you made and, with our JustGreen options, you'll know you're making a difference in the environment every time you heard about global warming or environmental issues in the news.* *You'll continue to be serviced by your current utility and receive the same level of customer service you get right now. Since you provided an email address on the welcome call, you will be receiving a link to our portal which will allow you to avoid receiving a phone call from us after 10 days to confirm the information you already gave me. Remember, in going online, you are enrolling for a new agreement but that will only make your life easier as you'll also have the added benefit of receiving an incentive for doing so.* *As mentioned earlier, after ten days, if you haven't enrolled online, we'll simply give you a follow up call to confirm your agreement. It is necessary for us to get a hold of you in order for you to start on the program and take advantage of our JustGreen options and commodity pricing and rates.* ***Contractor:*** *I've given you a copy of our agreement, including the disclosure statement and price comparison documents and in the case of electricity the Ontario supply mix and Just Energy's green energy supply mix. Have a great day and thank you for your time. It was nice to meet you.* *Customer: Thank you very much.* ***Contractor:*** *Take care. All the best.*

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

VOLUME 5 OF 7

KOSKIE MINSKY LLP
900-20 Queen Street West
Toronto, ON M5H 3R3

David Rosenfeld LSUC#: 51143A
Tel: 416-595-2700
Fax: 416-204-2894

Jody Brown LSUC # 58844D
Tel: 416-595-2709
Fax: 416-204-2815

Lawyers for the Plaintiff