ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

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 3 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

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This is Exhibit "20" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\infty\$ day of September, 2018

A COMMISSION FROM TAKING AFFIDAVITS, ETC.

Catherine MacDonald

From:

Paul Martin <pmartin@fasken.com>

Sent:

August-20-18 12:21 PM

To:

David Rosenfeld

Cc:

Laura Cooper; Anastasia Reklitis; Jody Brown

Subject:

RE: Omarali v. Just Energy Group Inc., Court File No.: CV-15-52749300CP

David, we have been advised that a deletion was made to Mr. Maharaj's text records after May 19, 2015. We understand further that a back-up of those text messages was made. Steps have been undertaken to determine if the back-up can still be accessed but we do not yet have a determination of whether those efforts will be successful. In addition, it remains our position that the production of these records, if any, is subject to both relevance and proportionality.

Regards, Paul

From: David Rosenfeld [mailto:drosenfeld@kmlaw.ca]

Sent: August-09-18 10:18 AM

To: Paul Martin

Cc: Laura Cooper; Anastasia Reklitis; Jody Brown

Subject: RE: Omarali v. Just Energy Group Inc., Court File No.: CV-15-52749300CP

Paul,

We will be proceeding with the motion to seek the information about the class members.

If you confirm that you will provide an answer to the follow question within 10 days, we will not need to seek as response as part of our motion: "Did the deletions referred to in the Defendants' response [to Question 1423] occur after May 19, 2015?"

We will endeavour today to serve our written submissions and write to Justice Belobaba as I previously outlined.

Please confirm that you are ok with August 16 for the delivery of your responding submissions.

Regards,



T: +1 416-595-2700 | F: +1 416-204-2894 | E: drosenfeld@kmlaw.ca Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

From: Paul Martin [mailto:pmartin@fasken.com]

Sent: August-08-18 4:52 PM

To: David Rosenfeld

Cc: Laura Cooper; Anastasia Reklitis; Jody Brown

Subject: RE: Omarali v. Just Energy Group Inc., Court File No.: CV-15-52749300CP

David, further to our call this afternoon, I am setting out our clients' position regarding Questions 1285/1286 from the examination of Mr. Maharaj. As I noted to you, it is plain that issues related to damages were not certified by the court and that any damages issues will remain to be determined after the common issues trial. We have acknowledged that if the plaintiff is successful at the common issues trial, certain damages questions will then be dealt with in subsequent proceedings. At that time, commissions paid to relevant members of the class will become relevant discoverable items. Currently, it is our clients' position that the information requested is not necessary to the common issues trial and that it is overly burdensome to require our clients to produce that information at this time. In particular, the requested monthly commissions details of all class members (currently, greater than 8,000 class members) is, from a production standpoint, neither relevant nor proportional at this stage of the proceedings. Further, given issues related to the limitations argument and in regard to whether class members who never attempted to market and sell our clients' products and services would be entitled to any relief, it is unreasonable at this time to engage in the efforts to obtain the requested information.

With regard to your inquiry with respect to the deletion of any text messages of Mr. Maharaj, we are still awaiting our clients further information in that regard. Without admitting to the relevance of any of that material, we can also advise that we have requested that it be determined whether any such material can nonetheless still be recovered for possible review as to its relevance.

Please advise as to your position regarding these issues.

Regards, Paul

From: David Rosenfeld [mailto:drosenfeld@kmlaw.ca]

Sent: August-07-18 7:31 PM

To: Paul Martin

Cc: Laura Cooper; Anastasia Reklitis; Jody Brown

Subject: FW: Omarali v. Just Energy Group Inc., Court File No.: CV-15-52749300CP

Paul,

I will be writing to Justice Belobaba by end of day tomorrow in accordance with out last letter, attached.

Regards,



Partner

T: +1 416-595-2700 | F: +1 416-204-2894 | E: drosenfeld@kmlaw.ca Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3 kmlaw.ca

From: Jasmine Randhawa [mailto:jrandhawa@kmlaw.ca]

Sent: August-01-18 3:32 PM

To: 'Paul J. Martin (pmartin@fasken.com)'

Cc: 'Laura Cooper'; Anastasia Reklitis; Jody Brown; David Rosenfeld

Subject: Omarali v. Just Energy Group Inc., Court File No.: CV-15-52749300CP

Please find attached Mr. Rosenfeld's letter of today's date.

Thank you



Legal Assistant to David Rosenfeld and Brittany Toyee

T: +1 416-595-2138 | E: jrandhawa@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3 kmlaw.ca

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A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



May 19, 2015

David Rosenfeld Direct Dial: 416-595-2700 Direct Fax: 416-204-2894 drosenfeld@kmlaw.ca

EMAIL pmartin@fasken.com

Paul Martin Fasken Martineau Bay Adelaide Centre 2400-333 Bay Street Toronto, ON M5H 2T6

Dear Mr. Martin:

Re: Kordestani v. Just Energy Group Inc. et al. Court File No. CV-15-52749300CP Our File No. 150110

It is our expectation that the defendants will, and have begun to preserve any and all documents that may be relevant to this action. In our view, the obligation to preserve all such documents arose on May 5, 2015, when the Statement of Claim was served. We expect that all relevant documents, whether in paper or electronic form, will be produced in this litigation. Accordingly, we require the preservation of all such documents.

In general, and without limitation, we believe that the categories of documents set out below, in whatever format they may be, are relevant to this proceeding and ought to be preserved.

Where applicable, hereunder, the term "Just Energy" includes Just Energy Corp., Just Energy Group Inc. and Just Energy Ontario L.P. and any related subsidiaries and affiliates. For greater clarity, it is our position that the preservation obligation pertains not only to documents in the possession of Just Energy, but also documents within the power and control of Just Energy, which would include documents in the possession of regional sales offices, national or regional directors/managers/distributors and any individual tasked with the monitoring of sales agents, whether claimed to be independent contractors of Just Energy or not.

Where applicable, hereunder, the word "document" includes all memoranda, reports, assessments, presentations, minutes of meetings, resolutions, notes, text messages, voice mail, diaries and correspondence from, to or among the management, board of directors, employees, auditors, consultants, government authorities, third-party contractors, financial and legal advisors



of Just Energy and national distributors/directors, regional distributors/directors, sales agents, and crew coordinators, whether claimed to be independent contractors of Just Energy or not. 1

Categories of Relevant Documents

- 1. documents relating to the recruitment, training, daily activities, sales, complaints, compensation, discipline, oversight, review and monitoring of sales agents;
- 2. documents relating to the funding, creation, daily activities, monitoring, oversight and sales of regional sales offices, and national or regional directors/managers/distributors;
- 3. documents relating to regulatory oversight of sales agents, Just Energy, regional sales offices and regional directors/managers/distributors;
- 4. any and all "sign-in" sheets or other records used to record the daily attendance of sales agents at regional sales offices;
- 5. all text messages used to communicate with national distributors/directors, regional distributors/directors, sales agents, and crew coordinators;
- 6. documents relating to the names and position of those in control of regional sales offices and corporate sales offices; and
 - 7. All contracts or policies relating to sales agents, regional sales offices, and national or regional directors/distributors/managers.

In the event that you have not already done so, we request that you take steps to ensure that Just Energy and any agents of Just Energy, refrain from destroying, concealing, modifying or otherwise altering any information relevant to the action which is in their possession or power and control. As stated above, in our view this includes any relevant documents in the possession or power and control of regional sales office and the national or regional director/manager/distributor responsible for such office.

Further, please take steps to ensure the immediate halt of all automatic processes that would have the effect of interfering with the preservation of relevant data.

If any employee or agent involved directly or indirectly with any of the above issues is no longer employed by any of the defendants or affiliates, we require you to take steps to ensure that his or her former computer and any other electronic storage device utilized by the former employee is stored as is, and not modified or reassigned to another employee or agent.

-

¹ Including drafts.



In order to ensure that there is no loss of potentially relevant documents, at least the following must take place:

- 1. all document destruction policies must be suspended;
- 2. all paper documents must be collected from existing or previous regional sales offices and corporate sales offices;
- 3. a <u>forensic</u> collection must be made of all potentially relevant electronic information from Just Energy and all regional sales offices and corporate sales offices, including, without limitation:
 - a. computers, laptops or workstations;
 - b. text message records and cell phone records, whether from devices owned by Just Energy or not;
 - c. computers, laptops or workstations kept by the individual outside of the office, whether owned by Just Energy or not;
 - d. external hard drives, USB drives, CD-ROMs, DVDs, disks, ZIP Drive disks and/or other removable media, whether owned by Just Energy or not;
 - e. third-party servers on which the individual stores data (for example, Google's email, cloud storage systems or a third-party email system);
 - f. personal email accounts of individuals;
 - g. backup tapes or other backup media; and
 - h. any other location which the individual conducted activities related to this litigation, including all regional sales offices.
- 4. a <u>forensic</u> collection must be made of all potentially relevant electronic information from Just Energy's servers, including:
 - a. email servers;
 - b. document management systems;
 - c. individual workstations;
 - d. third-party data recovery systems;
 - e. phone systems; and
 - f. backup tapes or other backup media.



BARRISTERS & SOLICITORS

Page 4

Forensic collections of electronic information are necessary as it is crucial that you produce all relevant metadata for electronic documents. Failure to conduct a proper forensic collection could strip out this metadata. As metadata can be easily altered, even inadvertently, this data should be secured quickly to prevent spoliation.

We will require that electronic information be produced electronically, in the relevant native file format.

Yours truly,

KOSKIE MINSKY LLP

per

David Rosenfeld

cc: J

Jody Brown, Scott Robinson - Koskie Minsky LLP

This is Exhibit "22" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\int Day of September, 2018\$

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



April 21, 2017

Jody Brown Direct Dial: 416-595-2709 Direct Fax: 416-204-2815

jbrown@kmlaw.ca

E-mail & Courier

pmartin@fasken.com

Paul Martin FASKEN MARTINEAU DUMOULIN LLP 2400-333 Bay Street, Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6

Dear Mr. Martin:

Re: Omarali v Just Energy

Our File No.: 150110

Leave to appeal the certification decision in this action was denied on November 17, 2016, All relevant productions of the defendant are to be produced by July 31, 2017. Over the last 5 months we have attempted to come to an agreement on a discovery plan. Over 3 months ago we provided a draft discovery plan and document exchange protocol. We have received no response, suggestions or revisions to that plan, despite multiple requests and attempts to follow up.

We confirm we conducted a meet and confer on January 12, 2017 and provided a draft version of a discovery plan at that time, including a proposed document exchange protocol. We held a further call on February 17, 2017. We sent E-mails on March 30, April 5 and April 12 regarding productions in this matter. We have never received a response to any of our attempts to follow up on the discovery plan in this matter. We have never received a revised discovery plan or any suggestion as to how you wish to proceed with discoveries in this matter.

We will be insisting that in accordance with the established timetable in this action and the Rules that all relevant productions be delivered by July 31, 2017, including all relevant electronic documents. Should you anticipate not being able to meet these obligations, please advise as soon as possible.

Yours truly,

KOSKIE MINSKY LLP

David Rosenfeld - Koskie Minsky LLP

Laura Cooper - Fasken Martineau DuMoulin LLP

KM-2706958v1

This is Exhibit "23" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

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

ONTARIO SUPERIOR COURT OF JUSTICE

BETWEEN:

HAIDAR OMARALI

Plaintiff

- and -

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

Defendants

Proceeding under the Class Proceedings Act, 1992

DISCOVERY PLAN (dated as of January, 2017)

		<u> </u>	with the printer of
1.	Applicable Procedural	Ontario Superior Court of Justice	
	Regime:	Proceeding under the Class Proceedings Act, 1992	
2.	Legal Issues For Determination at Trial	The legal issues for determination at trial consist of the Common Issues certified pursuant to the Order of Justice Belobaba dated July 27, 2016 (attached as Schedule "B") as informed by the pleadings in the action and any future amendments to the common issues as ordered by the Court or issues within the authority of the common issues judge to decide.	
3.	Scope of Documentary Discovery	A. Scope of Discovery Each party shall disclose in an Affidavit of Documents every document that is in the possession, control or power of the party that is relevant to the certified common issues as informed by the pleadings in the action. B. Definitions "Class Member" means a member of the class as defined in the	
		"Class" or "Class Member" means a member of the class as defined in t	he

certification order dated July 27, 2016

"Document" in this plan means any document whatsoever, whether in physical or electronic form, including items defined as "documents" in Rule 30.01(1)(a) of the Rules of Civil Procedure, including a sound recording, videotape, film, photograph, chart, graph, map, plan, survey, book of account, and data and information in electronic form.

"Just Energy" means Just Energy Group Inc., Just Energy Corp. and Just Energy Ontario L.P.

C. Scope of Documents to be Disclosed and Produced by Just Energy

(i) Organizational chart

The defendants shall provide a complete organization chart detailing the management structure of Just Energy, including departments within Just Energy.

In addition, the defendants shall provide the identities of all individuals who have held the following positions, or equivalent positions under a different name, during the class period:

- 1. Crew Coordinator;
- 2. Assistant Regional Distributor;
- 3. Regional Distributor;
- 4. Senior Regional Distributor:
- 5. National Distributor:
- 6. Senior National Distributor:
- 7. managers, director or vice presidents of the "recruitment team";
- 8. Regional Recruiter;
- 9. Vice President, Consumer Sales:
- 10. Executive Vice President, Consumer Sales
- 11. Director of Sales Performance:
- 12. Executive Level Positions, including:
 - a) Executive Chair:
 - b) President & Co-Chief Executive Officer:
 - c) Chief Financial Officer:
 - d) Executive Vice President;

Such information shall include the individuals name, last known contact information (including email address and telephone number), whether they are a current employee of the defendants, the time period during the Class period in which they held the position identified. If an employee of Just Energy, the defendants will identify for each such individual their email address, telephone number, and whether they were provided with a

telephone by the Defendants used for work purposes during the class period.

The Defendant shall provide a listing of all regional sales offices operated during the class period, including the location and duration of operation and Regional Distributor or Assistant Regional Distributor assigned to the office.

(ii) Document Management systems

To facilitate electronic discovery, the Defendants shall provide information, charts, diagrams or listings that show or describe Just Energy's IT infrastructure as it existed in the period beginning January 1, 2012 to date, including: email system(s); document management system(s); enterprise-level HR systems; collaborative sites (e.g. SharePoint); file servers; backup system(s); archive system(s).

The defendants shall provide copies of all policy documents that were in effect during the relevant period relating to: information management: document management; document retention and deletion; archiving and backup; appropriate use of technology; and the issuing of Just Energy computers or other devices, including laptops, cellphones, pagers, or other messaging devices. If there were changes to these policies during the relevant period, provide all applicable versions of these documents.

The defendants shall provide copies of contracts in force during the relevant period between them and any provider of telecommunications services, including but not limited to email, text messaging, instant messaging, cloud-based collaboration or communications services.

In addition, for any body of data (emails, server data, HR systems, VOIP messages, text messages, etc.) for which active data is no longer accessible back to January 1, 2012, describe the applicable backups and archives, specifying the following information: type of backup or archive (the technology used); the time-frame covered (daily, weekly, monthly)); its current location; and contents (the kinds of records stored).

(iii) Recruitment and training documents

Documents relating to the recruitment and training of Class Members:

(iv) Regional Sales Offices

Documents relating to the existence, funding, creation, daily activities, monitoring, oversight, agreements and sales of regional sales offices, and

national or regional directors/managers/distributors assigned to regional offices.

(v) Regulatory Oversight

Documents relating to regulatory oversight of sales agents, Just Energy, regional sales offices and regional directors/managers/distributors, including any documents relating to codes of conduct, compliance matrices, discipline of Class Members, and reporting of oversight controls and effectiveness to the Ontario Energy Board.

(vi) Attendance, Sales and Monitoring

All documents relating to and tracking attendance and/sales of Class Members, including but not limited to "sign-in" sheets, iPad tracking information, ipad usage records, real time sales records, text messages, and policies relating to same, etc.

(vii) Contracts/Agreements

Copies of all contracts/ agreements entered into with crew coordinators, assistant regional distributors, regional distributors, senior regional distributors, national distributors, and senior national distributors who operated during the Class Period.

All versions of "Independent Contractor Agreements" to be signed by Class Members during the Class period. Copies of specific "Independent Contractor Agreements" signed by specific Class Members may be requested by the Plaintiffs.

(viii) Policies

All corporate policies of Just Energy relating to the management, training, oversight, administration, compensation, discipline, payment and any other policy relating to the management of Class Members.

(ix) E-mails and correspondence

E-mails and correspondence shall be produced from selected custodians using a key word searches agreed to between the parties and a privilege screen, without a manual review for relevancy.

For selected custodians, the Plaintiff may seek a list of all computers or other devices issues to them by the Defendants, together with any applicable account information and the following: device type, maker, model, email address and phone number.

(x) Text Messages

Text messages shall be produced from selected custodians using a key word search agreed to between the parties and a privilege screen, without a manual review for relevancy.

For selected custodians, the Plaintiff may seek a list of all computers or other devices issues to them by the Defendants, together with any applicable account information and the following: device type, maker, model, email address and phone number.

The preceding general categories of documents do not limit the defendants' obligation to produce all relevant documents and is without prejudice to any position the parties may take with respect to the relevance of particular documents or categories of documents, or to positions regarding proportionality in discovery.

In addition, the parties reserve all rights pursuant to the *Rules of Civil Procedure*, to bring a motion to compel production of any documents which they believe to be relevant, if not voluntarily produced.

	The state of the s
Affidavits of Documents:	Format for the schedules: The schedule shall be produced in accordance with the format outlined in the attached schedule "A".
	Delivery deadline: in accordance with discovery timetable to be ordered
Production and Exchange of Documents:	Documents to be produced in accordance with the Document Exchange Protocol attached hereto as Schedule "A".
Oral Discovery:	Name of Party: Haidar Omarali
	Name, Title of Discovery Witness: Haidar Omarali, Plaintiff
	Dates for Discovery: On a mutually convenient date in accordance with discovery timetable.
	Name of Party: Just Energy
	Name, Title of Discovery Witness(es):
	Dates for Discovery:

On a mutually convenient date in accordance with discovery timetable.

SCHEDULE "A"

DOCUMENT EXCHANGE PROTOCOL

All Schedule "A" productions shall be exchanged in the following formats:

File Formats

- **1.** <u>Emails</u> shall be produced in a near-native format. Microsoft .msg format is preferred.
- **2.** <u>Email attachments</u> and all <u>loose files</u> shall be produced in native format except as follows:

<u>Databases</u> and <u>proprietary files</u>, or excerpts therefrom, shall be produced as follows:

MS Access databases (.mdb, .accdb)	native format
File format AAA	
File format BBB	

3. Files requiring <u>redaction</u> shall be converted, following the application of redactions and in their entirety, to PDF format. If PDF is not practicable, each file containing redaction(s) shall be converted to either (in the case of black-and-white pages) single-page Group IV black-and-white TIFF images with 1-bit compression or (in the case of pages with colour) single-page JPG files. The TIFF/JPG images shall be given Filenames based on the Production Docid of the document, with page suffixes applied each page. For example:

If Docid ABC0000001 contains five pages:

ABC0000001_001.tiff
ABC0000001_002.tiff
ABC0000001_003.jpg
ABC0000001_004.tiff
ABC0000001_005.jpg

Imaged pages do not need to be stamped or endorsed other than to show the redaction, except in the case of documents withheld in their entirety (see Slipsheets, below).

Redactions should be black text on white background within a thin black border. Text ("Redacted", "Privileged", etc.) shall identify the type of privilege claimed for each redaction.

4. For each native file with digital text and for each non-searchable document for which searchable text is being provided (*see* Item 13., below), a <u>separate text</u> file shall be provided. Each text file shall contain document-level text with UTF-8

encoding. For any document that has been redacted, the text file shall be modified to reflect the redaction.

Slipsheets

5. For any document that is withheld in its entirely, provide a slipsheet as follows:

TIFF placeholder (Group IV, etc.) bearing the Docid stamped in the lower right, e.g.

ABC0012345

On the face of the TIFF, display the text: "Document withheld"

The document should have a corresponding row in the DATA.DAT file. The PRIVILEGE field should indicate the reason for the withholding.

Loadfiles

6. The principal loadfile shall be in Concordance format, be named DATA.DAT.

Use UTF-8 text encoding.

Use the following delimiters:

	Character	ASCII code
Field delimiter	¶	020
Text qualifier	þ	254
Multi-value separato	r ;	059
Line break	®	174

Alternate delimiters can be accepted following discussion and agreement.

The DATA.DAT file shall contain all <u>fielded data specified in the chart below</u>, including the relative path to each file's searchable text file, TEXTPATH, although this can be provided in a separate TEXTPATH.txt file.

7. If <u>TIFF images</u> are being provided, please provide an Opticon loadfile named IMAGES.OPT, using UTF-8 text encoding and with no header row. To illustrate (including a header row for explanatory purposes only):

Docid,,relative path and file name,Y,,,
ABC0000001,,IMAGES\001\ABC0000001_001.tiff,Y,,,
ABC00000001,,IMAGES\001\ABC0000001_002.tiff,,,,
ABC00000001,,IMAGES\001\ABC0000001_003.tiff,,,,
ABC00000001,,IMAGES\001\ABC0000001_004.jpg,...



```
ABC0000001,,IMAGES\001\ABC0000001_005.tiff,,,,
ABC0000002,,IMAGES\001\ABC0000002_001tiff,Y,,,
ABC0000002,,IMAGES\001\ABC0000002_002.tiff,,,,
ABC0000003,,IMAGES\001\ABC0000003_001.tiff,Y,,,
ABC00000003,,IMAGES\001\ABC0000003_003.jpg,,,,
ABC00000003,,IMAGES\001\ABC0000003_004.tiff,,,,
ABC00000004,,IMAGES\001\ABC0000004_001.tiff,Y,,,
ABC00000004,,IMAGES\001\ABC0000004_002.tiff,,,
```

If Image file names have been created using a naming convention other than the Docid system (*i.e.*, a distinct Bates series), these Bates-based TIFF filenames can be used instead, if the Production Docid is used in the first column of the OPT file.

8. For the <u>searchable text files</u>, please include the path to the files in the DATA.DAT file, in the TEXTPATH field. However, we will accept one or more separate loadfiles dedicated to uploading the text files. These shall contain the fields Docid and TEXTPATH, use UTF-8 encoding, be called TEXTPATH[1, 2, 3].txt, provide a header row and use a comma delimiter. For example:

Docid,TEXTPATH
ABC0000001,TEXT\001\ABC0000001.txt

Other Production Specifications

9. Production Document Identifier (<u>Docid</u>) for all files:

Prefix:

JEG, JEO, JEC (separate prefix for each defendant,

if applicable)

7

Padding:
Document-level

Yes

Page Suffix

Not applicable

Example

Docid

JE0000001

Native file

JE0000001.docx

10. Foldering can be either

VOL001 \ NATIVE \ 0001 \ etc.

OR

NATIVE \ VOL001 \ 0001 \ etc.

Maximum size per top-level production folder: 2 GB

Field Formats

11. Date and Time fields shall be provided in separate formats: Date fields in the format m/d/yyyy and Time fields in the format h:mm AM



12. All dates and times shall be normalized to Eastern Standard Time (UTC-5). Processing should therefore use <u>Time Zone Offset</u> of -5 and the Time Zone Offset field specified below should read "-5"

Miscellaneous

13. We <u>require</u> / <u>do not require</u> non-searchable PDFs to be accompanied by searchable text.

We <u>require</u> / <u>do not require</u> other non-searchable image files to be accompanied by searchable text.

Fields to be included in the DATA.DAT file

14. The fields to be included in the DATA.DAT file should be as follows:

	Loadfile Field Name	Metadata source field(s)		Field format	Description / Notes
1	<u>Origin</u>				
2	CUSTODIAN			Text	Name of person from whom the file was obtained. Format: Lastname, Firstname
3	FOLDER	Path Original folder path or equivalent	Do not use	Text	File path/folder structure for the original native file as it existed at the time of collection.
4	<u>Family</u>			Editor File	
5	GROUPID		As required	ABC00000 01	The Docid of the top- most member of the Group (most often the top-most email) – the same document used for Leaddate
6	PARENTID		As required	AAA00000 01	The Docid of the immediate parent document.

U

	Loadfile Field Name	Metadata source field(s)	Objective coding for scanned documents	Field format	Description / Notes
7	DOCID			ABCD0000 001	Unique number assigned to each file or first page. The "Production Number", "Production ID"
8	Sender / Recipients				
9	FROM	From	Name of person who wrote or sent the document	Lastname, Firstname	Name of person sending an email.
10	AUTHOR	Application metadata: Author field	Do not use	Text	Name of person creating document, only if populated in Application metadata
11	RECIPS	TO; CC; BCC	Name(s) of ALL individuals who received the document.	Lastname, Firstname	Composite. For emails: concatenate TO, CC and BCC fields. Use delimiter ";" For non-emails: the Name(s) of all individuals who received the document (drawing from To, CC and BCC). Use delimiter ";"
12	ТО	Email To	the direct	For Objective Coding: Lastname, Firstname	Name(s) of direct recipients of the email or document. (excluding CC and BCC) Use delimiter ";"
13	CC	Email CC	i	For Objective coding:	Names of persons copied on an email or document. For

	Loadfile Field Name	Metadata source field(s)	Objective coding for scanned documents	Field format	Description / Notes
				Lastname, Firstname	Objective Coding, use delimiter ";"
14	BCC	Email BCC	BCC on face of hard copy email	For Objective coding: Last Name, First Name	Names of individuals who were blind carbon-copied on the document. For Objective Coding, use delimiter ";"
15	DOCTITLE	Email Subject OR Filname	Title or Subject as it appears on the face of the document	Unlimited	Composite field. For Emails, use Subject field. For all others: Filename Paper: Objectively code paper documents.
16	<u>Title / Subject</u> / Filename				
17	TITLE	Application metadata field "Title"	Do not use	Text	If populated in metadata
18	SUBJECT	Email Subject	Do not use	Text	Subject line of an email
19	FILENAME	Filename	Do not use	Text	Name of the original native file as it existed at the time of collection.
20	Dates, Times				
21	LEADDATE		As required	m/d/yyyy	The Docdate value for the top-most member of the Group (most often the top-most email) – the same document used for Groupid
22	DOCDATE	OR	Most appropriate date on the	MM/DD/YY YY	Composite field derived from available fields in the following

	Loadfile Field Name	Metadata source field(s)	Objective coding for scanned documents	Field format	Description / Notes
		Modified OR Date Created	face of the document		priority: Emails: Date Sent Non-emails: Date Last Modified OR Date Created OR Application metadata: Date Created
23	DATECREAT ED	Date Created	Do not use	m/dd/yyyy	Date document was created.
24	DATELASTM ODIFIED	Date Last Modified	Do not use	m/dd/yyyy	Date document was last saved.
25	DATESENT	Date Sent	Do not use	m/dd/yyyy	Date email was sent.
26	TIMESENT	Time Sent	Do not use	h:mm AM	Time email was sent.
27	DATERECEIV ED	Date Received	Do not use	m/dd/yyyy	Date email was received.
28	TIMERECEIV ED	Time Received	Do not use	h:mm AM	Time email was received in user's mailbox.
29	Time Zone Offset		Do not use	Integer	Value of Time Zone Offset used to generate static metadata values to reflect non-UTC local time
30	ESI Properties				
31	DOCEXT	File extension or equivalent	May reflect the scanned doc, e.g. "pdf"		Extension of native document. Use 'Corrected' if available
32	FILETYPE	МІМЕ Туре	May reflect scanned doc, e.g. "Adobe / Portable Document	Text (single choice)	The most exact description of file type, e.g. Microsoft Excel 2008 Workbook

	Loadfile Field Name	Metadata source field(s)	Objective coding for scanned documents	Field format	Description / Notes
			Format"		
33	FILEKIND	Nuix Kind or equivalent	Do not use	Text (single choice)	The first level of generalization above MIME type: e.g. Email, Spreadsheet, Word processing, Image, Database, Multimedia
34	FILECLASS RCRDTYPE	Nuix Item Category or equivalent	Populate as required ("Scanned")	Text (single choice)	The highest level of generalization: Choices are: Email, Attachment, EDoc [loose file], Scanned
35	DOCTYPE	Do not use	The business purpose of the document	Text (single choice)	Describe the business function of the document, e.g., Letter, Report, Memorandum
36	FILESIZE	Size File Size Or equivalent	Do not use	Integer	Size of the electronic file in Bytes
37	HASH				MD5 HASH of the electronic record
38	<u>Threading</u>				
39	CONVERSATI ONINDEX	MS Outlook Conversation Index	Do not use	Text	
40	THREAD ID	Relativity "Thread ID" or equivalent value (unique to this document)	Do not use		
41	THREAD GROUP ID	Relativity "Thread Group ID" or equivalent value (shared	Do not use		

	Loadfile Field Name	Metadata source field(s)	Objective coding for scanned documents	Field format	Description / Notes
		by all members of the thread group)			
42	Work Product				
43	PRIVILEGE			Text	Type of privilege being asserted over a document.
44	File Links				
45	DOCLINK				Full relative path to the current location of the native or near-native document used to link metadata to native or near native file.
46	TEXTPATH			Text	Relativity path to the location of the searchable text file corresponding to this document. This field may be omitted if a separate TEXTPATH.txt file is being provided.
47	Any other fields agreed to by the parties or provided voluntarily by Defendants				

Reservation of rights and costs

- 15. Notwithstanding any agreement on the format in which electronic copies are to be exchanged, the Parties reserve the right to inspect producible documents (paper and electronic) in their original form or native format, as the case may be.
- **16.** Each party shall electronically produce the documents to the other at their own expense; however, similar to the costs of document production generally, costs are recoverable in accordance with Rule 57 of the Rules of Civil Procedure.
- 17. Where a Party requests to receive a paper copy of a document that has been produced in electronic form, the requesting Party agrees to pay the reasonable cost of the paper copy.

SCHEDULE "B"

Certified Class

Any person, since 2012, who worked or continues to work for Just Energy in Ontario as a Sales Agent pursuant to an independent contractor agreement.

Certified Common Issues

Statutory Claim

- (1) Are the Class Members "employees" of the Defendants pursuant to the Employment Standards Act, 2000 ("ESA")?
- (2) If the answer to (1) is "yes", are the Class Members in "pensionable employment" of the Defendants pursuant to the Canada Pension Plan ("CPP")?
- (3) If the answer to (1) is "yes", are the Class Members in "insurable employment" of the Defendants pursuant to the Employment Insurance Act ("EI")?
- (4) If the answer to (1) is "yes", are the Class Members exempt from Parts VII, VIII, IX, X and XI of the ESA, or do the Class Members fall within the exception to this exemption as route salespersons?
- (5) If the answers to (1) and (4) are "yes", do the minimum requirements of the ESA with regard to minimum wage, overtime pay, vacation pay, and public holiday and premium pay form express or implied terms of the contracts with the Class Members?

Breach of Contract

- (6) If the answers to questions (1) and (4) are "yes", do the Defendants owe contractual duties and/or a duty of good faith to:
 - a. Ensure that the Class Members were compensated with the minimum wage?
 - b. Ensure that the Class Members' hours of work were monitored and accurately recorded?
 - c. Properly classify and advise Class Members of their entitlement to overtime pay for hours worked in excess of 44 hours per week which the employer required or permitted?
 - d. Ensure that the Class Members were compensated with vacation pay?



- e. Ensure that the Class Members were compensated with public holiday and premium pay?
- (7) Did the Defendants breach any of their contractual duties and/or a duty of good faith? If so, how?
- (8) If the answers to (1) and (4) are "yes", did the Defendants fail to pay the Class Members minimum wage, overtime pay, vacation pay, and/or public holiday and premium pay as required by the ESA?
- (9) If the answers to (2) and/or (3) are "yes", did the Defendants fail to make the prescribed employer CPP and/or EI contributions on behalf of the Class Members?

Negligence

- (10) Alternatively, did the Defendants owe a duty of care to the Class Members to:
 - f. ensure that Class Members are properly classified as employees;
 - g. advise Class Members of their entitlement to the minimum wage, overtime pay, vacation pay and public holiday and premium pay;
 - h. ensure that the Class Members hours of work are monitored and accurately recorded; and
 - i. ensure that Class Members are appropriately compensated with minimum wage, overtime pay, vacation pay and public holiday and premium pay.
- (11) Did the Defendants breach any of the duties of care found to exist above? If so, how?

Unjust Enrichment

(12) Were the Defendants unjustly enriched by failing to compensate Class Members with minimum wages, overtime pay, vacation pay and public holiday and premium pay owed to them, in accordance with the ESA, and/or failing to make the prescribed employer CPP and/or EI contributions on behalf of the Class Members.

Limitation Period Issue

(13) Are the claims that relate to services provided before May 4, 2013 (or services for which commission payments were made before May 4, 2013) barred by the two-year limitation period set out in the Limitations Act, 2002?

v. JUST ENERGY GROUP INC. et al Defendants

Court File No: CV-15-52749300CP

ONTARIO SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

DISCOVERY PLAN

KOSKIE MINSKY LLP

20 Queen Street West, Suite 900, Box 52 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

This is Exhibit "24" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\infty\$ day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

DISTRIBUTOR SERVICES AGREEMENT

This Services Agreement is effective as of May 2, 2012, among:

Just Energy Corp. ("JEC"), a corporation incorporated pursuant to the laws of Ontario, and Just Energy Ontario L.P., acting by and through its general partner Just Energy Corp. ("JEOLP"), a limited partnership under the laws of Ontario

(individually or collectively, as applicable, "JUST ENERGY");

- and -

Scott Eger for and on behalf of a company to be incorporated pursuant to the laws of Ontario..

(the "Service Provider")

- and -

Scott Eger in his personal capacity, an individual residing in Ontario.

(the "Principal")

RECITAL

A. JUST ENERGY wishes to retain the Service Provider to provide the Services (as defined herein) and the Service Provider wishes to provide the Services to JUST ENERGY. The Principal shall be the President or CEO of the Service Provider.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

- (1) In this Agreement:
 - (a) "Affiliate" or "affiliate" of any Entity means any other Entity who directly or indirectly controls, or is controlled by, or is under common control with, such Entity.
 - (b) "Applicable Law" means the legislation, common law, constitutional law, regulations, bulletins, directives, policies, ordinances, codes and the like applicable in any way to any matter that may arise in the course of the parties fulfilling their obligations under this Agreement in any jurisdiction in which the

- Service Provider or the Principal currently or in the future provides services to JUST ENERGY or its Affiliates.
- (c) "Business Days" means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business.
- (d) "Code of Conduct" means a code of conduct for Independent Contractors as may from time to time be provided to the Service Provider by JUST ENERGY or its Affiliates, and as may be amended from time to time.
- (e) "Contract" means a contract for the supply of natural gas, electricity, carbon offset credits, renewable certificates or any other product offered by JUST ENERGY to customers of JUST ENERGY or its Affiliates.
- (f) "Effective Date" has the meaning ascribed thereto in paragraph 2.1.
- (g) "Entity" is to be broadly interpreted and will include an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a trust, an incorporated organization and a joint venture.
- (h) "Energy Contract" means a contract for the supply of natural gas, electricity or carbon offset credits to customers of JUST ENERGY or its Affiliates.
- (i) "Handling" means to access, receive, collect, use, store, process, record, disclose, transfer, retain, manage or otherwise handle.
- (j) "Independent Contractor" means a marketing contractor retained to perform marketing services for the benefit of JUST ENERGY or its Affiliates.
- (k) "Independent Contractor Agreement" means an agreement between an Independent Contractor and JUST ENERGY to provide services to JUST ENERGY on behalf of it or its Affiliates, the form of which has been prepared and provided by JUST ENERGY or an Affiliate thereof.
- (l) "JEC" means Just Energy Corp., an Ontario corporation.
- (m) "Just Energy Personal Information" means all Personal Information (including Personal Information of JUST ENERGY customers) collected or accessible to the Service Provider or Principal in the course of providing the Services.
- (n) "Personal Information" means information about an identifiable individual or other information that is subject to any Privacy Law.
- (o) "Privacy Law" means all federal, provincial, state, municipal or other applicable statutes, laws or regulations of any governmental authority in any jurisdiction governing the Handling of Personal Information, including the Personal Information and Protection of Electronic Documents Act of Canada.
- (p) "Services" has the meaning given to it in Section 3.1.

(q) "Valid Contract" has the meaning given to it in Section 3.2(1).

Section 1.2 Extended Meanings

- (1) Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term "including" means "including without limitation".
- (2) Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (3) For the purposes of this Services Agreement, one body corporate shall be deemed to be affiliated with another body corporate if, but only if, one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is, directly or indirectly, controlled by the same entity.
- (4) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

Section 1.3 Schedules

(1) The following Schedules are attached to and form part of this Agreement:

Schedule "A" Commission Rates for each jurisdiction or area in which the Service Provider is providing or may provide services; and

Schedule "B" Compliance Contribution Cost Matrix.

ARTICLE 2 – EFFECTIVE DATE

Section 2.1 Effective Date

- (1) The Effective Date of this Agreement is the date first specified above.
- (2) The parties agree that this Agreement shall commence and be effective as of the Effective Date and that all rights and obligations shall be in full force and effect from and after the Effective Date.
- (3) This Agreement shall supersede and replace the terms and conditions of any contracts or marketing agreements the Service Provider and/or Principal had with JUST ENERGY or their respective subsidiaries, prior to the Effective Date, with the exception of continuing confidentiality, fiduciary and privacy obligations under such agreements. The Service Provider and Principal hereby waive any entitlement to any termination payments or reinstatement under any prior agreements.

ARTICLE 3- RETAINER OF SERVICE PROVIDER

Section 3.1 Service Retainer

- (1) JUST ENERGY hereby retains the Service Provider and the Service Provider hereby agrees to provide the services described below (the "Services") in the Province of Ontario, or in such province that JEC, or an Affiliate thereof, may designate from time to time, in accordance with the terms of this Services Agreement and consistent with the highest standards of integrity with respect to representations to the public on behalf of JUST ENERGY and its affiliates:
 - (a) with the approval of JUST ENERGY, to advertise for and interview, recruit, educate, motivate and guide the activities of Independent Contractors;
 - (b) through the Independent Contractors, to solicit Contracts using forms and solicitation material approved and supplied by JUST ENERGY or its Affiliates;
 - (c) to ensure that each Independent Contractor executes an Independent Contractor Agreement;
 - (d) to submit to JUST ENERGY completed contract forms for Contracts obtained by the Independent Contractors on a weekly basis in accordance with JUST ENERGY's practice as determined from time to time;
 - (e) to ensure that Independent Contractors use the highest standards of integrity in soliciting Contracts;
 - (f) to regularly report to JUST ENERGY any material breach by Independent Contractors with respect to the Independent Contractor obligations set out in each of their Independent Contractor Agreements;
 - (g) to ensure that the Independent Contractors orally advise each customer of the material terms of the Contract prior to it being signed by the customer; and
 - (h) to implement the compliance materials provided to the Service Provider by JUST ENERGY from time to time.
- (2) The Service Provider agrees to read, and to ensure that all Independent Contractors read and, where required, sign, any applicable Code of Conduct.
- (3) The Service Provider, the Principal and JUST ENERGY agree that:
 - (a) the Independent Contractors are independent contractors of JUST ENERGY or an Affiliate thereof, as the case may be, and not independent contractors of the Service Provider or the Principal;
 - (b) JUST ENERGY may engage other service providers to provide the same or similar services to JUST ENERGY as the Services in the same jurisdiction(s) in which Service Provider is or will be engaged to provide the Services; this

- Services Agreement is restricted to the Province of Ontario or such province as JUST ENERGY or an Affiliate thereof may designate from time to time;
- (c) the Service Provider does not have exclusive status as a service provider to JUST ENERGY or any of its Affiliates for any jurisdiction; and
- (d) the Service Provider and the Principal will comply with all directions of JUST ENERGY or its Affiliates with respect to the marketing of Contracts, including a decision by JUST ENERGY or any Affiliate thereof that the Service Provider and/or the Principal cease or limit such marketing for any specified: (i) period of time, (ii) area, (iii) number of Contracts, (iv) number of residential customer equivalents, or (v) number of Independent Contractors.
- (4) The Service Provider shall communicate, at least weekly, and immediately where a matter material to JUST ENERGY arises, with the Executive Vice President, Sales or the Senior Vice President, Regional General Manager, Canada of JUST ENERGY, or with such person designated by such persons from time to time, respecting the Service Provider's obligations pursuant to this Agreement.
- (5) Neither this Agreement, nor any provision hereof, is to be interpreted as giving any franchise right to any of the parties hereto.

Section 3.2 Compensation

- The Service Provider will be paid on a commission basis only, in accordance with the commission rates set out in Schedule "A" attached hereto. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend the commission rates and replace Schedule "A" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended commission rates being provided to the Service Provider, such amended commission rates shall become the commission schedule attached as Schedule "A" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "A" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any commission amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services. Commission is payable only for Contracts that are properly completed, signed by the customer, effective in accordance with Applicable Law, approved by JUST ENERGY and/or any Affiliate (including, where applicable, approved for credit), approved by the applicable local utility, and not cancelled by the customer (each a "Valid Contract"). The Service Provider and the Principal understand and agree that JUST ENERGY or any Affiliate thereof retain the sole and unfettered discretion to reject any Contract submitted (whether by an Independent Contractor, the Principal or the Service Provider).
- (2) The Service Provider shall be solely liable to pay any amounts to the Principal for services rendered to the Service Provider by the Principal.
- (3) JUST ENERGY is entitled, in its sole and absolute discretion, to reduce commissions otherwise payable to the Service Provider, recover moneys already paid to the Service Provider,

or deduct amounts from amounts payable to the Service Provider in accordance with Schedule "B" attached hereto, in any of the following circumstances:

- (a) if the Service Provider or the Principal breach their respective obligations under this Services Agreement, the Code of Conduct or Applicable Law;
- (b) a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or paid commission to the Service Provider is cancelled by a customer, JUST ENERGY, or a JUST ENERGY Affiliate, within 180 days of the delivery of the product to the customer (e.g. the flow of natural gas or power to the customer's premises), or such later date if the cancellation is a result of an alleged breach of Applicable Law or if the Contract is in respect of a customer; or
- (c) a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or paid or would normally advance or pay commission to the Service Provider, was obtained by an Independent Contractor who has attained a specified number of compliance points or complaints in accordance with Schedule "B" attached hereto, by the amount indicated on said Schedule. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend and replace Schedule "B" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended Schedule "B" being provided to the Service Provider, such amended rates shall become the schedule attached as Schedule "B" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "B" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services.
- (4) The Service Provider understands and agrees that JUST ENERGY may advance potential commission prior to a Contract becoming a Valid Contract. Where potential commission has been advanced or paid for a Contract that is not or ceases to be a Valid Contract, the Service Provider agrees and understands that an amount equal to such advanced or paid potential commission will be deducted from, or set off against, future commissions and may also be collected by other means available at law.
- (5) The Service Provider understands and agrees that neither it nor any of its employees, contractors, agents, principals, officers or agents will be reimbursed by JUST ENERGY or its Affiliates for transportation, accommodation, food or any other expenses incurred by it.

Section 3.3 Status of the Service Provider and the Principal

(1) The Service Provider shall, for all purposes, be an independent contractor of JUST ENERGY and not an officer, director, partner, franchisee, or employee of JUST ENERGY or any Affiliate thereof. There is not and will be no employer/employee relationship between JUST ENERGY or any affiliate thereof on the one hand and the Service Provider on the other hand, nor between JUST ENERGY or any affiliates thereof on the one hand and the Principal on the

other hand. JUST ENERGY will not deduct or pay: income tax (provincial, municipal or federal, as may be applicable), unemployment insurance premiums (provincial, municipal or federal, as may be applicable), workers compensation premiums or contributions, disability plan premiums, government pension plan premiums, health taxes or premiums or any other similar amounts for the Service Provider or the Principal. The Service Provider and/or the Principal are solely responsible to make these payments, if required. The Service Provider and the Principal will not be treated as employees of JUST ENERGY or any of its affiliates for federal tax purposes. This Services Agreement and the relationship created herein does not qualify the Principal (or the Service Provider) for minimum wage, workers compensation or unemployment benefits. The Service Provider and the Principal hereby indemnify JUST ENERGY and its affiliates with respect to any obligations they may incur or become bound to pay with respect to the payment of any and all amounts that may be paid by JUST ENERGY or any of its affiliates on the Service Provider's and/or the Principal's behalf.

- (2) The Service Provider shall be the employer of the Principal and shall ensure that the Principal is employed in the capacity of President or CEO of the Service Provider.
- (3) The Service Provider, its employees and the Principal shall have no authority to act for, represent, bind, obligate or enter into any agreements of any kind on behalf of JUST ENERGY or any of its Affiliates, except as specifically provided herein. The Service Provider and the Principal shall not and shall cause any other employees of the Service Provider to not, represent that any of them is an officer, director, partner, franchisee or employee of, or in any way connected with, JUST ENERGY or any of its Affiliates, other than as specifically provided herein.
- (4) The Service Provider and the Principal agree not to make any representation of any kind in respect of compensation of Independent Contractors without the express written approval of an officer of JUST ENERGY. The Service Provider and the Principal understand and agree that they and the Independent Contractors have control, independent of JUST ENERGY and its affiliates, over the times Contracts are solicited, the areas within which Contracts are solicited, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and the Code of Conduct.

Section 3.4 Independent Contractors

(1) Notwithstanding anything to the contrary contained herein, all Independent Contractors must enter into an Independent Contractor Agreement with the JUST ENERGY. Neither the Service Provider nor the Principal has any right to require any Independent Contractor to work with or be trained by either one of them, notwithstanding that said Independent Contractor may have been recruited by, trained by, or worked with, the Service Provider or the Principal. Neither the Service Provider nor the Principal has any right to terminate the Independent Contractor Agreements entered into by Independent Contractors.

Section 3.5 Indemnity

(1) The Service Provider and the Principal shall, severally and jointly, indemnify and save harmless JUST ENERGY, its Affiliates and their respective officers, directors, employees and agents (the "Indemnified Parties") from all losses, costs, charges, damages and expenses (including lawyer's fees) incurred by the Indemnified Parties as a result of or in connection with

the performance of the Service Provider and/or the Principal of the Services provided hereunder or which may be claimed against the Indemnified Parties in relation thereto.

Section 3.6 Compliance with Applicable Law, Code of Conduct, etc.

- (1) The Service Provider and the Principal agree not to make any representation on behalf of JUST ENERGY or its Affiliates that is not contained in the written material published by JUST ENERGY or its Affiliates from time to time and provided to the Service Provider. The Service Provider and the Principal understand that JUST ENERGY and its Affiliates have no affiliation with any government agencies or local utilities, and agree not to represent JUST ENERGY and its Affiliates as such and to ensure that Independent Contractors do not represent JUST ENERGY and its Affiliates as such. The Service Provider agrees to ensure that the Independent Contractors and the Principal, display their respective photo identification tags when marketing for JUST ENERGY or any Affiliate thereof. The Service Provider and the Principal agree to comply with, and to ensure that the Independent Contractors comply with, Applicable Law and the Code of Conduct. The Service Provider and the Principal agree not to commit fraud, forgery, deceit, misrepresentation, and any other intentional or non-intentional tort, whether similar to the foregoing or not.
- (2) The Service Provider and the Principal agree not to use or reference the JUST ENERGY name or logo, or those of any of any JUST ENERGY Affiliate, in any written or electronic communication, nor in any public forum, without prior written consent of an officer of JUST ENERGY or an Affiliate thereof.
- (3) The Service Provider shall treat all persons with respect and fairness and act in a non-discriminatory manner. The Service Provider and the Principal shall not discriminate on the basis of any ground prohibited in the jurisdiction that the Service Provider is providing the Services. Such grounds typically include: age, physical or mental ability, sex, religion, social and ethnic background, race, marital status, sexual orientation and political persuasion. The Service Provider and the Principal are responsible for knowing the law in this regard and abiding by it when performing services for JUST ENERGY. Neither the Service Provider nor the Principal is permitted to use profanity against, bully, or otherwise mistreat JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers, or to otherwise act in an unprofessional manner. The Service Provider and the Principal may not verbally, physically, sexually, racially or otherwise harass any of JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers. The Service Provider shall report to JUST ENERGY or any Affiliate thereof any such behaviour of which it is aware by its employees, or other Independent Contractors.

Section 3.7 Privacy

- (1) As part of its Services, the Service Provider shall:
 - (a) Handle all JUST ENERGY Personal Information in accordance with all Privacy Laws;
 - (b) perform its obligations under this Agreement in a manner that will enable JUST ENERGY to comply with Privacy Laws;

- provide to JUST ENERGY access to its hardware, software, systems and facilities (c) ("Systems") upon reasonable notice and as required to enable JUST ENERGY to comply with its obligations under Applicable Law;
- if requested by JUST ENERGY, within five (5) Business Days from the date upon (d) which the request was made by JUST ENERGY, either: (i) update, correct or delete the JUST ENERGY Personal Information or Personal Information in the Systems or modify the individual's choices with respect to the permitted use of such JUST ENERGY Personal Information or Personal Information; or (ii) provide JUST ENERGY access to the Systems to enable it to perform the activities described in clause (i) itself;
- (e) if Service Provider receives a request for access to JUST ENERGY Personal Information from a government entity: (i) immediately notify the JUST ENERGY privacy representative of such request by telephone; (ii) notify the JUST ENERGY privacy representative of such request in writing within two (2) Business Days of receipt of the request; and (iii) immediately respond to any such request only by stating that such referral has been made to the JUST ENERGY privacy representative;
- (f) if JUST ENERGY is required by any Privacy Law to provide JUST ENERGY Personal Information to any governing authority the Service Provider will provide such JUST ENERGY Personal Information to JUST ENERGY before the deadline(s) for which such JUST ENERGY Personal Information must be provided to enable JUST ENERGY to comply with any deadlines applicable under such Privacy Law;

The JUST ENERGY privacy representative can be contacted at:

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

Attention:

Legal Department, Privacy Officer

Phone:

905-795-4233

Fax:

905-564-6069

- (g) immediately notify JUST ENERGY if Service Provider or Principal receives notice from any government authority alleging that JUST ENERGY or Service Provider or Principal has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Service Provider or Principal otherwise becomes aware that Service Provider or Principal or JUST ENERGY may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement;
- at JUST ENERGY'S direction, cooperate and comply with any requests or (h) instructions issued by any privacy or data protection authority, including the Canadian privacy commissioner and any other applicable governmental authority;

- (i) provide reasonable assistance to JUST ENERGY in responding to and addressing any complaint relating to the Service Provider's or Principal's Handling of JUST ENERGY Personal Information in the course of the performance of the Services; and
- (j) retain all JUST ENERGY Personal Information for two (2) to four (4) months, or as required by law, and at the expiry of such time period return or destroy all JUST ENERGY Personal Information in accordance with Privacy Laws.

Section 3.8 Incorporation

- (1) Within 90 days of the date that this Agreement is signed by the Principal, the Principal shall cause a company to be incorporated, said company to be controlled by the Principal as President or CEO (the "Corporation"). The Principal shall provide proper documentation to JUST ENERGY evidencing the incorporation.
- (2) The Principal shall confirm in writing by written addendum that the Corporation is the Service Provider under this Distributor Services Agreement with Just Energy, and that the Corporation will be fully bound by the terms and conditions, representations, warranties and covenants of this Distributor Services Agreement.
- (3) In the event that the Principal has not satisfied the provisions of 3.8(1) and 3.8(2) within 90 days of the date that this Agreement is signed by the Principal, JUST ENERGY reserves the right to terminate this Agreement or to withhold all commissions earned by the Principal and/or the Service Provider until after such time as Sections 3.8(1) and 3.8(2) have been satisfied.

ARTICLE 4 – TERM AND TERMINATION

Section 4.1 Term

(1) The parties acknowledge that the Term of this Agreement begins on the Effective Date and, subject to Section 4.2 herein, will renew automatically on an annual basis for further one (1) year terms thereafter, each a "Renewal Term."

Section 4.2 Termination

(1) Without Cause. Any party hereto may terminate this Services Agreement for any reason whatsoever and without any cause whatsoever and without any damages becoming payable at any time upon 30 days' prior written notice (or payment in lieu thereof if JUST ENERGY terminates this Agreement, such payment to be equal to the amount received by the Service Provider from JUST ENERGY in the 30 days prior to termination, less any "loyalty" or "residual" payments). If any party terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall be entitled to all commission earned as of the date of termination. If JUST ENERGY terminates this Services Agreement without cause during the term, the Service Provider shall also be entitled to "loyalty" payments, but not "residual" payments, on Valid Contracts obtained prior to the date of the termination, notwithstanding that this Services Agreement will have been terminated at the date such "loyalty" payments would be paid. Said payments will be paid when, but for the termination, such payments would have been

paid (and not at the time of termination). If the Service Provider terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall not be entitled to any "loyalty" or "residual" payments not yet paid. All payments referenced herein are conditional upon the receiving party continuing to uphold contractual obligations that survive termination of this Services Agreement.

- (2) With Cause. JUST ENERGY may terminate this Agreement without notice in the event of any one of the following, each of which shall be considered to be for cause:
 - (a) a breach of this Agreement by the Service Provider or the Principal;
 - (b) a breach of Applicable Law or the Code of Conduct by the Service Provider or the Principal;
 - (c) a trend of allegations of breaches of Applicable Law or the Code of Conduct by an Independent Contractor obtained by the Service Provider if the Service Provider fails to take reasonable action against such Independent Contractor;
 - (d) the failure of the Service Provider to submit to JUST ENERGY a reasonable number of Valid Contracts. The Service Provider agrees that it will have failed to submit a reasonable number of Valid Contracts if, in a given quarter, the Service Provider submits less than 80% of the number of Valid Contracts submitted in the previous quarter; or
 - (e) the bankruptcy or insolvency of the Service Provider or the Principal.

If this Services Agreement is terminated in accordance with this Section 4.2(2), the Service Provider shall not be entitled to any further payments, commission, bonuses, incentives or prizes, whether monetary or non-monetary, of any kind whatsoever, notwithstanding anything to the contrary that may be set out in Schedule "A" attached hereto in place at the time of termination.

Section 4.3 Return of Property

(1) In the event of termination of this Services Agreement for any reason whatsoever, the Service Provider and the Principal shall return to JUST ENERGY all Contracts, forms of Contracts, all material related to any customer or Independent Contractors of JUST ENERGY or any Affiliate thereof, and all material created by, and all information and property of, JUST ENERGY and its Affiliates. The Service Provider and the Principal shall forthwith vacate any premises leased by JUST ENERGY or an Affiliate thereof that had been used by Service Provider.

ARTICLE 5 – NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY

Section 5.1 Non-Competition

(1) In consideration of the provision by JUST ENERGY to Service Provider and Principal of proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, engage in, whether as

principal, agent, partner, employee, independent contractor, lender, investor, guarantor or otherwise:

- (a) the marketing, solicitation and/or sale, by any means whatsoever, of any contracts relating to electricity or natural gas, carbon offsets, renewable energy certificates, water heaters or HVAC systems (collectively, "Contracts") to the public in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business;
- (b) the motivation or co-ordination of salespersons engaged in the sale or marketing of Contracts in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business; or
- (c) any other aspect of the business the sale or marketing of, or the motivation and co-ordination of persons engaged in the sale or marketing of, any other products or services offered by JUST ENERGY or any of its Affiliates, in which the Service Provider or the Principal have been in any way involved, and in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business.
- (2) This Section 5.1 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.
- (3) Should any of the terms set forth in this Section 5.1 relating to time, geographical area, or scope of activity be determined by a court to impose a greater restraint than is reasonable to protect JUST ENERGY's goodwill or other business interests, then such term or terms shall be reformed only to the extent necessary to cause the restrictions herein to be reasonable.

Section 5.2 Non-Solicitation

- In consideration of the provision by JUST ENERGY to Service Provider and Principal of (1) proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, with or without cause, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, employ, retain as an independent contractor, or solicit any Independent Contractor or JUST ENERGY employee or an employee of an Affiliate of JUST ENERGY to work for or provide services to the Service Provider or the Principal or any entity with which the Service Provider or the Principal is in any way associated. During the term hereof, and for one (1) year following the termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, or related party or parties providing services to them, shall, directly or indirectly, engage in discussions of any nature whatsoever with a view to inducing or enticing any customer of JUST ENERGY or any of its Affiliates to terminate its relationship with JUST ENERGY or any of its Affiliates or to enter into a relationship with the Service Provider or the Principal, or any companies affiliated with the Service Provider or the Principal.
- (2) This Section 5.2 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.

Section 5.3 Confidentiality

(1) Except for such disclosure as is required by Applicable Law, the Service Provider and the Principal agree to maintain in the strictest confidence, both during the term of this Services Agreement and afterwards, all information relating to the transactions, business and affairs of JUST ENERGY and its Affiliates and all information relating to any customers, agents, contractors, employees, officers and directors of JUST ENERGY and any of its Affiliates, except for such information that is publicly available. The Service Provider and the Principal agree that this duty of confidentiality shall remain in force for the maximum period permitted by law, including indefinitely if permitted by law. This paragraph shall survive termination of this Agreement indefinitely.

Section 5.4 Remedies

(1) The Service Provider and the Principal agree that the remedy at law for any breach of any provisions of Section 5.1, Section 5.1(3), and/or Section 5.3 is inadequate and that, in addition to any other remedy available at law, JUST ENERGY shall be entitled to temporary and permanent injunctive relief against the Service Provider and/or the Principal for any such breach without the necessity of proving actual damage to JUST ENERGY or its affiliates.

ARTICLE 6 – REPRESENTATIONS, WARRANTIES

Section 6.1 Representations and Warranties of the Service Provider and the Principal

- (1) The Service Provider hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of the Service Provider enforceable against it in accordance with its terms.
- (2) The Principal hereby represents and warrants that the Principal is at least 18 years of age and has made an independent decision to enter into this Services Agreement based solely upon the Principal's own judgment and upon advice from such advisers, including legal advisers, that the Principal has deemed necessary.

Section 6.2 Representations and Warranties of JUST ENERGY

(1) JUST ENERGY hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of JUST ENERGY enforceable against it in accordance with its terms.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Notices

(1) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile, other electronic format or by hand-delivery as hereinafter provided. Notices and other communications shall be addressed as follows:

(i) if to the Service Provider and/or the Principal:

9 Banner Rd. Ottawa, ON K2H 5Y1

(ii) if to JUST ENERGY:

c/o JUST ENERGY 6345 Dixie Road, Suite 200 Mississauga, Ontario, CANADA L5T 2E6

Attention:

President

Fax Number:

905.564.6069

All such notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all notices shall be given by personal delivery or by facsimile transmission.

Section 7.2 Further Assurances

(1) Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Services Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Services Agreement.

Section 7.3 Governing Law

(1) This Services Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties agree to attorn exclusively to the jurisdiction of the Province of Ontario. Notwithstanding the foregoing, Applicable Law as defined herein is the law applicable in the particular jurisdiction where services are being provided.

Section 7.4 Entire Agreement

(1) This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings.

Section 7.5 Severability

(1) Any provision of this Agreement that is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

Section 7.6 Waivers

(1) No waiver of any provision of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

Section 7.7 Amendments

(1) Other than any amendment to Schedules "A" or "B", as provided herein, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement.

Section 7.8 Assignment and Enurement

(1) Subject to the right of JUST ENERGY to assign this Agreement to any of its Affiliates, none of the parties may assign this Agreement without the prior written consent of the other parties. If JUST ENERGY assigns this Agreement to an Affiliate thereof, it or the affiliate has the right to designate the province in which the Services shall be provided. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

Section 7.9 Legal Advice

(1) The Service Provider and Principal acknowledge having had an opportunity to seek independent legal advice prior to executing this Agreement.

Section 7.10 Counterparts and Facsimile

(1) This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. A party's transmission by facsimile or other electronic format of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

Signature page follows

The parties have executed this Agreement as of the Effective Date.

		Just Energy Corp.
		By: Warluck
		Name: Ken Hartwick President and Chief Executive Officer
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		Just Energy Ontario L.P. by and through its General Partner Just Energy Corp.
		By: Kharliock
		Name: Ken Hartwick Title: President and Chief Executive Officer
		SERVICE PROVIDER
		By:
		Name: Scott Eger, for a company to be incorporated Title: President
VITNESS		PRINCIPAL
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Jame: 3064 Kelly		Name: Scott Eger Date Signed: MAY 15 / 2012

SCHEDULE "A"

COMMISSION RATES

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Date:	27-Feb-12
Updated by:	R. Rahaman

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SCHEDULE "B"

COMPLIANCE COST MATRIX

(see attached)

Attached is the Compliance Matrix effective as of March 1, 2012 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 Marketing Corp.

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, Falsified Contracts or Fraud	Customer states they did not sign an agreement and investigation determines it is valid	Terminate	\$500
Misrepresentation -Nature/Purpose	Customer states the contractor failed to clearly explain the nature/purpose of the visit		
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	1 ^a - \$50, warning letter 2 nd - \$75, warning letter	1* - \$50 2 ¹⁴ - \$75
Misrepresentation — Utility Affiliate/ Government Affiliate	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	3rd - Termination	3 rd - \$125
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, services or business of the supplier including asking that the consumer locate any utility bill/s prior to providing the business card.		
"Unconscionable Representation" Language Barrier/Disability, gnorance, Illiteracy, or soliciting a senior who is not able to understand 'E's agreement.	Customer states they were unable to fully comprehend the agreement in which they entered due to a Language Barrier/Disability, Ignorance/Illiteracy	1 ^a - \$50, warning letter 2 ^{ad} - Termination	1" - \$50 2 nd - \$125
Walk-Up/FPRC Call Coaching	Contractor is heard coaching the customer during the verification process	1" - \$50, warning letter 2"d- \$75, warning letter 3"d-\$100, warning letter 4" - Termination	1 st - \$50 2 nd - \$75 3 rd - \$100 4 th - \$125
			Charles Charles

Page 1 of 3

Effective: March 1, 2012

Dist-IC-ON-V 2.0

Classification	Definition	Contractor Consequence	Distributor Consequence	
Unauthorized Signature – Commercial	Customer states that someone other than the business owner or authorized employee entered into, renewed/extended or amended an agreement.	1" - \$50, warning letter 2"d- \$75, warning letter 3"d-Termination	1 st - \$50 2 ^{sd} - \$75 3 rd - \$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	1 ^a - \$50, warning letter 2 ^{ad} - \$75, warning letter 3 rd - \$100, warning letter 4 th - Termination	1 st - \$50 2 nd - \$75 3 rd - \$100 4 th - \$125	
Solicitation – Restricted Area	Contractor has received clear direction from head office not to market in the city/town	1" - \$50, warning letter 2 nd - \$75, warning letter 3 rd -\$100, warning letter	1" - \$50 2" - \$75 3" - \$100	
Solicitation – Name on No Solicitation List	Customer states they registered on JE's No- solicitation list but was visited by contractors.	4th - Termination	4 ^h -\$125	
Tiered Pricing-Commercial	Contractor provided a rate/unit outside the commercial tiered pricing guidelines	1 st - Warning letter, commission claw back 2 ^{sd} - \$100, meeting with CCR, warning letter, commission claw back 3 rd - Suspension, \$100, warning letter, commission claw back 4 th - Termination	1 rd - warning 2 rd - \$100 3 rd - \$100 4 rd - \$125	
Pressure Tactics	arying to deduce the sale	1 st - \$50, warning letter 2 nd - \$75, warning letter	1 ¹¹ - \$50 2 ¹¹ - \$75	
Rude/Unprofessional	Customer feels the contractor was rude and/or abrasive during presentation	3 rd -Termination	3 rd - \$125	
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.)			
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	

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Effective: March 1, 2012

Dist-IC-ON-V 2.0

POINT THRESHOLD CONSEQUENCE SCHEDULE

Point Threshold	Contractor Type	Consequence Type
	Independent Contractor	Presentation Review by Distributor
	Independent Contractor	Field Shadowing
5	Independent Contractor	Formal Warning Letter
	Independent Contractor	\$50 Compliance Contribution Cost
	Regional Distributor	\$75 Compliance Contribution Cost
National Distributor	\$75 Compliance Contribution Cost	
	Independent Contractor	Presentation Review by Distributor
	Independent Contractor	Meeting with Head Office
	Independent Contractor	Field Shadowing
	Independent Contractor	Formal Warning Letter
10	Independent Contractor	3 day Suspension of Marketing Activity
	Independent Contractor	\$100 Compliance Contribution Cost
Regional Dis	Regional Distributor	\$125 Compliance Contribution Cost
	National Distributor	\$125 Compliance Contribution Cost
	Independent Contractor	Presentation Review by Distributor & Meeting with Head Office
	Independent Contractor	Final Warning Letter
15	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
- 4. 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).

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Dist-IC-ON-V 2.0

Effective: March 1, 2012

This is Exhibit "25" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\infty\$ day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

DISTRIBUTOR SERVICES AGREEMENT

This Services Agreement is effective as of January 14, 2014, among:

Just Energy Corp. ("JEC"), a corporation incorporated pursuant to the laws of Ontario, and Just Energy Ontario L.P., acting by and through its general partner Just Energy Corp. ("JEOLP"), a limited partnership under the laws of Ontario

(individually or collectively, as applicable, "JUST ENERGY");

- and -

Kevin St. Amant for and on behalf of a company to be incorporated pursuant to the laws of Ontario..

(the "Service Provider")

- and -

Kevin St. Amant in his personal capacity, an individual residing in Ontario.

(the "Principal")

RECITAL

A. JUST ENERGY wishes to retain the Service Provider to provide the Services (as defined herein) and the Service Provider wishes to provide the Services to JUST ENERGY. The Principal shall be the President or CEO of the Service Provider.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – INTERPRETATION

Section 1.1 Definitions

- (1) In this Agreement:
 - (a) "Affiliate" or "affiliate" of any Entity means any other Entity who directly or indirectly controls, or is controlled by, or is under common control with, such Entity.
 - (b) "Applicable Law" means the legislation, common law, constitutional law, regulations, bulletins, directives, policies, ordinances, codes and the like applicable in any way to any matter that may arise in the course of the parties fulfilling their obligations under this Agreement in any jurisdiction in which the

- Service Provider or the Principal currently or in the future provides services to JUST ENERGY or its Affiliates.
- (c) "Business Days" means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which banking institutions in Toronto, Ontario are not open for the transaction of business.
- (d) "Code of Conduct" means a code of conduct for Independent Contractors as may from time to time be provided to the Service Provider by JUST ENERGY or its Affiliates, and as may be amended from time to time.
- (e) "Contract" means a contract for the supply of natural gas, electricity, carbon offset credits, renewable certificates or any other product offered by JUST ENERGY to customers of JUST ENERGY or its Affiliates.
- (f) "Effective Date" has the meaning ascribed thereto in paragraph 2.1.
- (g) "Entity" is to be broadly interpreted and will include an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a trust, an incorporated organization and a joint venture.
- (h) "Energy Contract" means a contract for the supply of natural gas, electricity or carbon offset credits to customers of JUST ENERGY or its Affiliates.
- (i) "Handling" means to access, receive, collect, use, store, process, record, disclose, transfer, retain, manage or otherwise handle.
- (j) "Independent Contractor" means a marketing contractor retained to perform marketing services for the benefit of JUST ENERGY or its Affiliates.
- (k) "Independent Contractor Agreement" means an agreement between an Independent Contractor and JUST ENERGY to provide services to JUST ENERGY on behalf of it or its Affiliates, the form of which has been prepared and provided by JUST ENERGY or an Affiliate thereof.
- (1) "JEC" means Just Energy Corp., an Ontario corporation.
- (m) "Just Energy Personal Information" means all Personal Information (including Personal Information of JUST ENERGY customers) collected or accessible to the Service Provider or Principal in the course of providing the Services.
- (n) "Personal Information" means information about an identifiable individual or other information that is subject to any Privacy Law.
- (o) "Privacy Law" means all federal, provincial, state, municipal or other applicable statutes, laws or regulations of any governmental authority in any jurisdiction governing the Handling of Personal Information, including the Personal Information and Protection of Electronic Documents Act of Canada.
- (p) "Services" has the meaning given to it in Section 3.1.

(q) "Valid Contract" has the meaning given to it in Section 3.2(1).

Section 1.2 Extended Meanings

- (1) Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term "including" means "including without limitation".
- (2) Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (3) For the purposes of this Services Agreement, one body corporate shall be deemed to be affiliated with another body corporate if, but only if, one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is, directly or indirectly, controlled by the same entity.
- (4) The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

Section 1.3 Schedules

(1) The following Schedules are attached to and form part of this Agreement:

Schedule "A" Commission Rates for each jurisdiction or area in which the Service Provider is providing or may provide services; and

Schedule "B" Compliance Contribution Cost Matrix.

ARTICLE 2 – EFFECTIVE DATE

Section 2.1 Effective Date

- (1) The Effective Date of this Agreement is the date first specified above.
- (2) The parties agree that this Agreement shall commence and be effective as of the Effective Date and that all rights and obligations shall be in full force and effect from and after the Effective Date.
- (3) This Agreement shall supersede and replace the terms and conditions of any contracts or marketing agreements the Service Provider and/or Principal had with JUST ENERGY or their respective subsidiaries, prior to the Effective Date, with the exception of continuing confidentiality, fiduciary and privacy obligations under such agreements. The Service Provider and Principal hereby waive any entitlement to any termination payments or reinstatement under any prior agreements.

ARTICLE 3- RETAINER OF SERVICE PROVIDER

Section 3.1 Service Retainer

- (1) JUST ENERGY hereby retains the Service Provider and the Service Provider hereby agrees to provide the services described below (the "Services") in the Province of Ontario, or in such province that JEC, or an Affiliate thereof, may designate from time to time, in accordance with the terms of this Services Agreement and consistent with the highest standards of integrity with respect to representations to the public on behalf of JUST ENERGY and its affiliates:
 - (a) with the approval of JUST ENERGY, to advertise for and interview, recruit, educate, motivate and guide the activities of Independent Contractors;
 - (b) through the Independent Contractors, to solicit Contracts using forms and solicitation material approved and supplied by JUST ENERGY or its Affiliates;
 - (c) to ensure that each Independent Contractor executes an Independent Contractor Agreement;
 - (d) to submit to JUST ENERGY completed contract forms for Contracts obtained by the Independent Contractors on a weekly basis in accordance with JUST ENERGY's practice as determined from time to time;
 - (e) to ensure that Independent Contractors use the highest standards of integrity in soliciting Contracts;
 - (f) to regularly report to JUST ENERGY any material breach by Independent Contractors with respect to the Independent Contractor obligations set out in each of their Independent Contractor Agreements;
 - (g) to ensure that the Independent Contractors orally advise each customer of the material terms of the Contract prior to it being signed by the customer; and
 - (h) to implement the compliance materials provided to the Service Provider by JUST ENERGY from time to time.
- (2) The Service Provider agrees to read, and to ensure that all Independent Contractors read and, where required, sign, any applicable Code of Conduct.
- (3) The Service Provider, the Principal and JUST ENERGY agree that:
 - (a) the Independent Contractors are independent contractors of JUST ENERGY or an Affiliate thereof, as the case may be, and not independent contractors of the Service Provider or the Principal;
 - (b) JUST ENERGY may engage other service providers to provide the same or similar services to JUST ENERGY as the Services in the same jurisdiction(s) in which Service Provider is or will be engaged to provide the Services; this Services Agreement is restricted to the Province of Ontario or such province as JUST ENERGY or an Affiliate thereof may designate from time to time;

- (c) the Service Provider does not have exclusive status as a service provider to JUST ENERGY or any of its Affiliates for any jurisdiction; and
- (d) the Service Provider and the Principal will comply with all directions of JUST ENERGY or its Affiliates with respect to the marketing of Contracts, including a decision by JUST ENERGY or any Affiliate thereof that the Service Provider and/or the Principal cease or limit such marketing for any specified: (i) period of time, (ii) area, (iii) number of Contracts, (iv) number of residential customer equivalents, or (v) number of Independent Contractors.
- (4) The Service Provider shall communicate, at least weekly, and immediately where a matter material to JUST ENERGY arises, with the Executive Vice President, Sales or the Senior Vice President, Regional General Manager, Canada of JUST ENERGY, or with such person designated by such persons from time to time, respecting the Service Provider's obligations pursuant to this Agreement.
- (5) Neither this Agreement, nor any provision hereof, is to be interpreted as giving any franchise right to any of the parties hereto.

Section 3.2 Compensation

- The Service Provider will be paid on a commission basis only, in accordance with the commission rates set out in Schedule "A" attached hereto. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend the commission rates and replace Schedule "A" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended commission rates being provided to the Service Provider, such amended commission rates shall become the commission schedule attached as Schedule "A" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "A" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any commission amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services. Commission is payable only for Contracts that are properly completed, signed by the customer, effective in accordance with Applicable Law, approved by JUST ENERGY and/or any Affiliate (including, where applicable, approved for credit), approved by the applicable local utility, and not cancelled by the customer (each a "Valid Contract"). The Service Provider and the Principal understand and agree that JUST ENERGY or any Affiliate thereof retain the sole and unfettered discretion to reject any Contract submitted (whether by an Independent Contractor, the Principal or the Service Provider).
- (2) The Service Provider shall be solely liable to pay any amounts to the Principal for services rendered to the Service Provider by the Principal.
- (3) JUST ENERGY is entitled, in its sole and absolute discretion, to reduce commissions otherwise payable to the Service Provider, recover moneys already paid to the Service Provider, or deduct amounts from amounts payable to the Service Provider in accordance with Schedule "B" attached hereto, in any of the following circumstances:

- (a) if the Service Provider or the Principal breach their respective obligations under this Services Agreement, the Code of Conduct or Applicable Law;
- (b) a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or paid commission to the Service Provider is cancelled by a customer, JUST ENERGY, or a JUST ENERGY Affiliate, within 180 days of the delivery of the product to the customer (e.g. the flow of natural gas or power to the customer's premises), or such later date if the cancellation is a result of an alleged breach of Applicable Law or if the Contract is in respect of a customer; or
- a Contract pursuant to which JUST ENERGY or any Affiliate thereof advanced or (c) paid or would normally advance or pay commission to the Service Provider, was obtained by an Independent Contractor who has attained a specified number of compliance points or complaints in accordance with Schedule "B" attached hereto, by the amount indicated on said Schedule. The parties agree that JUST ENERGY may by notice to the Service Provider, in its sole and absolute discretion, amend and replace Schedule "B" to this Services Agreement with respect thereto from time to time, so long as such changes are reasonable in consideration of prevailing conditions in the jurisdiction and the prevailing internal business conditions for JUST ENERGY and its Affiliates, and that upon notice of the amended Schedule "B" being provided to the Service Provider, such amended rates shall become the schedule attached as Schedule "B" hereto. The Service Provider agrees that in the absence of manifest error, the record kept by JUST ENERGY with respect to Schedule "B" of this Services Agreement shall be conclusive evidence of the matters recorded, provided that the failure of JUST ENERGY to record or correctly record any amount shall not affect the obligations of the Service Provider under this Services Agreement with respect to the provisions of any of the Services.
- (4) The Service Provider understands and agrees that JUST ENERGY may advance potential commission prior to a Contract becoming a Valid Contract. Where potential commission has been advanced or paid for a Contract that is not or ceases to be a Valid Contract, the Service Provider agrees and understands that an amount equal to such advanced or paid potential commission will be deducted from, or set off against, future commissions and may also be collected by other means available at law.
- (5) The Service Provider understands and agrees that neither it nor any of its employees, contractors, agents, principals, officers or agents will be reimbursed by JUST ENERGY or its Affiliates for transportation, accommodation, food or any other expenses incurred by it.

Section 3.3 Status of the Service Provider and the Principal

(1) The Service Provider shall, for all purposes, be an independent contractor of JUST ENERGY and not an officer, director, partner, franchisee, or employee of JUST ENERGY or any Affiliate thereof. There is not and will be no employer/employee relationship between JUST ENERGY or any affiliate thereof on the one hand and the Service Provider on the other hand, nor between JUST ENERGY or any affiliates thereof on the one hand and the Principal on the other hand. JUST ENERGY will not deduct or pay: income tax (provincial, municipal or federal, as may be applicable), unemployment insurance premiums (provincial, municipal or federal, as may be applicable), workers compensation premiums or contributions, disability plan

premiums, government pension plan premiums, health taxes or premiums or any other similar amounts for the Service Provider or the Principal. The Service Provider and/or the Principal are solely responsible to make these payments, if required. The Service Provider and the Principal will not be treated as employees of JUST ENERGY or any of its affiliates for federal tax purposes. This Services Agreement and the relationship created herein does not qualify the Principal (or the Service Provider) for minimum wage, workers compensation or unemployment benefits. The Service Provider and the Principal hereby indemnify JUST ENERGY and its affiliates with respect to any obligations they may incur or become bound to pay with respect to the payment of any and all amounts that may be paid by JUST ENERGY or any of its affiliates on the Service Provider's and/or the Principal's behalf.

- (2) The Service Provider shall be the employer of the Principal and shall ensure that the Principal is employed in the capacity of President or CEO of the Service Provider.
- (3) The Service Provider, its employees and the Principal shall have no authority to act for, represent, bind, obligate or enter into any agreements of any kind on behalf of JUST ENERGY or any of its Affiliates, except as specifically provided herein. The Service Provider and the Principal shall not and shall cause any other employees of the Service Provider to not, represent that any of them is an officer, director, partner, franchisee or employee of, or in any way connected with, JUST ENERGY or any of its Affiliates, other than as specifically provided herein.
- (4) The Service Provider and the Principal agree not to make any representation of any kind in respect of compensation of Independent Contractors without the express written approval of an officer of JUST ENERGY. The Service Provider and the Principal understand and agree that they and the Independent Contractors have control, independent of JUST ENERGY and its affiliates, over the times Contracts are solicited, the areas within which Contracts are solicited, and the manner in which Contracts are solicited, so long as such manner is in accordance with Applicable Law and the Code of Conduct.

Section 3.4 Independent Contractors

(1) Notwithstanding anything to the contrary contained herein, all Independent Contractors must enter into an Independent Contractor Agreement with the JUST ENERGY. Neither the Service Provider nor the Principal has any right to require any Independent Contractor to work with or be trained by either one of them, notwithstanding that said Independent Contractor may have been recruited by, trained by, or worked with, the Service Provider or the Principal. Neither the Service Provider nor the Principal has any right to terminate the Independent Contractor Agreements entered into by Independent Contractors.

Section 3.5 Indemnity

(1) The Service Provider and the Principal shall, severally and jointly, indemnify and save harmless JUST ENERGY, its Affiliates and their respective officers, directors, employees and agents (the "Indemnified Parties") from all losses, costs, charges, damages and expenses (including lawyer's fees) incurred by the Indemnified Parties as a result of or in connection with the performance of the Service Provider and/or the Principal of the Services provided hereunder or which may be claimed against the Indemnified Parties in relation thereto.

Section 3.6 Compliance with Applicable Law, Code of Conduct, etc.

- The Service Provider and the Principal agree not to make any representation on behalf of JUST ENERGY or its Affiliates that is not contained in the written material published by JUST ENERGY or its Affiliates from time to time and provided to the Service Provider. The Service Provider and the Principal understand that JUST ENERGY and its Affiliates have no affiliation with any government agencies or local utilities, and agree not to represent JUST ENERGY and its Affiliates as such and to ensure that Independent Contractors do not represent JUST ENERGY and its Affiliates as such. The Service Provider agrees to ensure that the Independent Contractors and the Principal, display their respective photo identification tags when marketing for JUST ENERGY or any Affiliate thereof. The Service Provider and the Principal agree to comply with, and to ensure that the Independent Contractors comply with, Applicable Law and the Code of Conduct. The Service Provider and the Principal agree not to commit fraud, forgery, deceit, misrepresentation, and any other intentional or non-intentional tort, whether similar to the foregoing or not.
- (2) The Service Provider and the Principal agree not to use or reference the JUST ENERGY name or logo, or those of any of any JUST ENERGY Affiliate, in any written or electronic communication, nor in any public forum, without prior written consent of an officer of JUST ENERGY or an Affiliate thereof.
- (3) The Service Provider shall treat all persons with respect and fairness and act in a non-discriminatory manner. The Service Provider and the Principal shall not discriminate on the basis of any ground prohibited in the jurisdiction that the Service Provider is providing the Services. Such grounds typically include: age, physical or mental ability, sex, religion, social and ethnic background, race, marital status, sexual orientation and political persuasion. The Service Provider and the Principal are responsible for knowing the law in this regard and abiding by it when performing services for JUST ENERGY. Neither the Service Provider nor the Principal is permitted to use profanity against, bully, or otherwise mistreat JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers, or to otherwise act in an unprofessional manner. The Service Provider and the Principal may not verbally, physically, sexually, racially or otherwise harass any of JUST ENERGY's or its Affiliates' employees, Independent Contractors, other contractors, or customers. The Service Provider shall report to JUST ENERGY or any Affiliate thereof any such behaviour of which it is aware by its employees, or other Independent Contractors.

Section 3.7 Privacy

- (1) As part of its Services, the Service Provider shall:
 - (a) Handle all JUST ENERGY Personal Information in accordance with all Privacy Laws;
 - (b) perform its obligations under this Agreement in a manner that will enable JUST ENERGY to comply with Privacy Laws;
 - (c) provide to JUST ENERGY access to its hardware, software, systems and facilities ("Systems") upon reasonable notice and as required to enable JUST ENERGY to comply with its obligations under Applicable Law;

- (d) if requested by JUST ENERGY, within five (5) Business Days from the date upon which the request was made by JUST ENERGY, either: (i) update, correct or delete the JUST ENERGY Personal Information or Personal Information in the Systems or modify the individual's choices with respect to the permitted use of such JUST ENERGY Personal Information or Personal Information; or (ii) provide JUST ENERGY access to the Systems to enable it to perform the activities described in clause (i) itself;
- if Service Provider receives a request for access to JUST ENERGY Personal (e) Information from a government entity: (i) immediately notify the JUST ENERGY privacy representative of such request by telephone; (ii) notify the JUST ENERGY privacy representative of such request in writing within two (2) Business Days of receipt of the request; and (iii) immediately respond to any such request only by stating that such referral has been made to the JUST ENERGY privacy representative;
- if JUST ENERGY is required by any Privacy Law to provide JUST ENERGY (f) Personal Information to any governing authority the Service Provider will provide such JUST ENERGY Personal Information to JUST ENERGY before the deadline(s) for which such JUST ENERGY Personal Information must be provided to enable JUST ENERGY to comply with any deadlines applicable under such Privacy Law;

The JUST ENERGY privacy representative can be contacted at:

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

Attention: Legal Department, Privacy Officer

Phone:

905-795-4233

905-564-6069

Fax:

- immediately notify JUST ENERGY if Service Provider or Principal receives (g) notice from any government authority alleging that JUST ENERGY or Service Provider or Principal has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if Service Provider or Principal otherwise becomes aware that Service Provider or Principal or JUST ENERGY may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement;
- at JUST ENERGY'S direction, cooperate and comply with any requests or (h) instructions issued by any privacy or data protection authority, including the Canadian privacy commissioner and any other applicable governmental authority;
- provide reasonable assistance to JUST ENERGY in responding to and addressing (i) any complaint relating to the Service Provider's or Principal's Handling of JUST ENERGY Personal Information in the course of the performance of the Services; and

retain all JUST ENERGY Personal Information for two (2) to four (4) months, or as required by law, and at the expiry of such time period return or destroy all JUST ENERGY Personal Information in accordance with Privacy Laws.

Section 3.8 Incorporation

- (1) Within 90 days of the date that this Agreement is signed by the Principal, the Principal shall cause a company to be incorporated, said company to be controlled by the Principal as President or CEO (the "Corporation"). The Principal shall provide proper documentation to JUST ENERGY evidencing the incorporation.
- (2) The Principal shall confirm in writing by written addendum that the Corporation is the Service Provider under this Distributor Services Agreement with Just Energy, and that the Corporation will be fully bound by the terms and conditions, representations, warranties and covenants of this Distributor Services Agreement.
- (3) In the event that the Principal has not satisfied the provisions of 3.8(1) and 3.8(2) within 90 days of the date that this Agreement is signed by the Principal, JUST ENERGY reserves the right to terminate this Agreement or to withhold all commissions earned by the Principal and/or the Service Provider until after such time as Sections 3.8(1) and 3.8(2) have been satisfied.

ARTICLE 4 – TERM AND TERMINATION

Section 4.1 Term

(1) The parties acknowledge that the Term of this Agreement begins on the Effective Date and, subject to Section 4.2 herein, will renew automatically on an annual basis for further one (1) year terms thereafter, each a "Renewal Term."

Section 4.2 Termination

Without Cause. Any party hereto may terminate this Services Agreement for any reason whatsoever and without any cause whatsoever and without any damages becoming payable at any time upon 30 days' prior written notice (or payment in lieu thereof if JUST ENERGY terminates this Agreement, such payment to be equal to the amount received by the Service Provider from JUST ENERGY in the 30 days prior to termination, less any "loyalty" or "residual" payments). If any party terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall be entitled to all commission earned as of the date of termination. If JUST ENERGY terminates this Services Agreement without cause during the term, the Service Provider shall also be entitled to "loyalty" payments, but not "residual" payments, on Valid Contracts obtained prior to the date of the termination, notwithstanding that this Services Agreement will have been terminated at the date such "loyalty" payments would be paid. Said payments will be paid when, but for the termination, such payments would have been paid (and not at the time of termination). If the Service Provider terminates this Services Agreement pursuant to this Section 4.2(1), the Service Provider shall not be entitled to any "loyalty" or "residual" payments not yet paid. All payments referenced herein are conditional upon the receiving party continuing to uphold contractual obligations that survive termination of this Services Agreement.

- (2) With Cause. JUST ENERGY may terminate this Agreement without notice in the event of any one of the following, each of which shall be considered to be for cause:
 - (a) a breach of this Agreement by the Service Provider or the Principal;
 - (b) a breach of Applicable Law or the Code of Conduct by the Service Provider or the Principal;
 - (c) a trend of allegations of breaches of Applicable Law or the Code of Conduct by an Independent Contractor obtained by the Service Provider if the Service Provider fails to take reasonable action against such Independent Contractor;
 - (d) the failure of the Service Provider to submit to JUST ENERGY a reasonable number of Valid Contracts. The Service Provider agrees that it will have failed to submit a reasonable number of Valid Contracts if, in a given quarter, the Service Provider submits less than 80% of the number of Valid Contracts submitted in the previous quarter; or
 - (e) the bankruptcy or insolvency of the Service Provider or the Principal.

If this Services Agreement is terminated in accordance with this Section 4.2(2), the Service Provider shall not be entitled to any further payments, commission, bonuses, incentives or prizes, whether monetary or non-monetary, of any kind whatsoever, notwithstanding anything to the contrary that may be set out in Schedule "A" attached hereto in place at the time of termination.

Section 4.3 Return of Property

(1) In the event of termination of this Services Agreement for any reason whatsoever, the Service Provider and the Principal shall return to JUST ENERGY all Contracts, forms of Contracts, all material related to any customer or Independent Contractors of JUST ENERGY or any Affiliate thereof, and all material created by, and all information and property of, JUST ENERGY and its Affiliates. The Service Provider and the Principal shall forthwith vacate any premises leased by JUST ENERGY or an Affiliate thereof that had been used by Service Provider.

ARTICLE 5 – NON-COMPETITION, NON-SOLICITATION, CONFIDENTIALITY

Section 5.1 Non-Competition

- (1) In consideration of the provision by JUST ENERGY to Service Provider and Principal of proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, engage in, whether as principal, agent, partner, employee, independent contractor, lender, investor, guarantor or otherwise:
 - (a) the marketing, solicitation and/or sale, by any means whatsoever, of any contracts relating to electricity or natural gas, carbon offsets, renewable energy certificates, water heaters or HVAC systems (collectively, "Contracts") to the public in any

- province or state in which JUST ENERGY or any of its Affiliates are carrying on business;
- (b) the motivation or co-ordination of salespersons engaged in the sale or marketing of Contracts in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business; or
- (c) any other aspect of the business the sale or marketing of, or the motivation and co-ordination of persons engaged in the sale or marketing of, any other products or services offered by JUST ENERGY or any of its Affiliates, in which the Service Provider or the Principal have been in any way involved, and in any province or state in which JUST ENERGY or any of its Affiliates are carrying on business.
- (2) This Section 5.1 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.
- (3) Should any of the terms set forth in this Section 5.1 relating to time, geographical area, or scope of activity be determined by a court to impose a greater restraint than is reasonable to protect JUST ENERGY's goodwill or other business interests, then such term or terms shall be reformed only to the extent necessary to cause the restrictions herein to be reasonable.

Section 5.2 Non-Solicitation

- In consideration of the provision by JUST ENERGY to Service Provider and Principal of proprietary information, confidential information, and JUST ENERGY Personal Information, Service Provider and Principal agree that during the term hereof, and for one (1) year following the termination of this Services Agreement, with or without cause, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, shall, directly or indirectly, employ, retain as an independent contractor, or solicit any Independent Contractor or JUST ENERGY employee or an employee of an Affiliate of JUST ENERGY to work for or provide services to the Service Provider or the Principal or any entity with which the Service Provider or the Principal is in any way associated. During the term hereof, and for one (1) year following the termination of this Services Agreement, neither the Service Provider nor the Principal, nor any of their Affiliates or successor companies, or related party or parties providing services to them, shall, directly or indirectly, engage in discussions of any nature whatsoever with a view to inducing or enticing any customer of JUST ENERGY or any of its Affiliates to terminate its relationship with JUST ENERGY or any of its Affiliates or to enter into a relationship with the Service Provider or the Principal, or any companies affiliated with the Service Provider or the Principal.
- (2) This Section 5.2 shall survive termination of this Services Agreement for a period of one (1) year from the date of termination.

Section 5.3 Confidentiality

(1) Except for such disclosure as is required by Applicable Law, the Service Provider and the Principal agree to maintain in the strictest confidence, both during the term of this Services Agreement and afterwards, all information relating to the transactions, business and affairs of JUST ENERGY and its Affiliates and all information relating to any customers, agents,

contractors, employees, officers and directors of JUST ENERGY and any of its Affiliates, except for such information that is publicly available. The Service Provider and the Principal agree that this duty of confidentiality shall remain in force for the maximum period permitted by law, including indefinitely if permitted by law. This paragraph shall survive termination of this Agreement indefinitely.

Section 5.4 Remedies

(1) The Service Provider and the Principal agree that the remedy at law for any breach of any provisions of Section 5.1, Section 5.1(3), and/or Section 5.3 is inadequate and that, in addition to any other remedy available at law, JUST ENERGY shall be entitled to temporary and permanent injunctive relief against the Service Provider and/or the Principal for any such breach without the necessity of proving actual damage to JUST ENERGY or its affiliates.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES

Section 6.1 Representations and Warranties of the Service Provider and the Principal

- (1) The Service Provider hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of the Service Provider enforceable against it in accordance with its terms.
- (2) The Principal hereby represents and warrants that the Principal is at least 18 years of age and has made an independent decision to enter into this Services Agreement based solely upon the Principal's own judgment and upon advice from such advisers, including legal advisers, that the Principal has deemed necessary.

Section 6.2 Representations and Warranties of JUST ENERGY

(1) JUST ENERGY hereby represents and warrants that it has the power and the authority to enter into, and perform its obligations under this Services Agreement; and that this Services Agreement is a legal, valid and binding agreement of JUST ENERGY enforceable against it in accordance with its terms.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.1 Notices

- (1) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile, other electronic format or by hand-delivery as hereinafter provided. Notices and other communications shall be addressed as follows:
 - (i) if to the Service Provider and/or the Principal:

40 Watson Cres, Brampton, ON L6W1E7

(ii) if to JUST ENERGY:

c/o JUST ENERGY 6345 Dixie Road, Suite 200 Mississauga, Ontario, CANADA L5T 2E6

Attention:

President

Fax Number:

905.564.6069

All such notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all notices shall be given by personal delivery or by facsimile transmission.

Section 7.2 Further Assurances

(1) Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Services Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Services Agreement.

Section 7.3 Governing Law

(1) This Services Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties agree to attorn exclusively to the jurisdiction of the Province of Ontario. Notwithstanding the foregoing, Applicable Law as defined herein is the law applicable in the particular jurisdiction where services are being provided.

Section 7.4 Entire Agreement

(1) This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations and understandings.

Section 7.5 Severability

(1) Any provision of this Agreement that is invalid or unenforceable shall not affect any other provision and shall be deemed to be severable.

Section 7.6 Waivers

(1) No waiver of any provision of this Agreement is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

Section 7.7 Amendments

(1) Other than any amendment to Schedules "A" or "B", as provided herein, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement.

Section 7.8 Assignment and Enurement

(1) Subject to the right of JUST ENERGY to assign this Agreement to any of its Affiliates, none of the parties may assign this Agreement without the prior written consent of the other parties. If JUST ENERGY assigns this Agreement to an Affiliate thereof, it or the affiliate has the right to designate the province in which the Services shall be provided. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

Section 7.9 Legal Advice

(1) The Service Provider and Principal acknowledge having had an opportunity to seek independent legal advice prior to executing this Agreement.

Section 7.10 Counterparts and Facsimile

(1) This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. A party's transmission by facsimile or other electronic format of a copy of this Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Agreement to the party receiving the transmission.

Signature page follows

The parties have executed this Agreement as of the Effective Date.

	Just Energy Corp.
	By: Name: Title:
	Just Energy Ontario L.P. by and through its General Partner Just Energy Corp.
	Ву:
	Name: Title:
	SERVICE PROVIDER By: By:
	Name: Kevin St. Amant, for a company to be incorporated Title: President
WITNESS	PRINCIPAL /
Signature: Marting (a)	Signature: / Yen Stummy
Name: Reelyn Mesmald	Name: Kevin St. Amant Date Signed: 03/1//5

SCHEDULE "A"

COMMISSION RATES

(see attached)

	Number	Legal Business Name (Contractor Na	ame)								
Assistant Regional Distributor:		1										
Regional Distributor:	,	Kevin St. Amant										
Jurisdiction:		Contract Type:	New Contra	ect								
Product Type:	PPP	Market Participant:	ALL		Effective	Commission Date:		7				100
Commodity:	Gas	Calculation Method:	Non - Tiere	d		RCE:		1				100
Commodity Type:	Brown	Regional Office:	Viking					-				
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Senior Regional Distributor:							1				400	
National Distributor:			-				9.00					
Senior National Distributor:												
Residential SVC					Property is				4.0	199		
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Assistant Crew Coordinator	Per RCE	\$ 4.	00 3%		1.00	1%	\$ -	0%	\$ -	0%	\$	5.00
Crew Coordinator	Per RCE	\$ 9.	00 6%	25.25	\$ 1.00	1%	\$ -	0%	\$ -	0%	\$	10.00
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Crew Coordinator	Per RCE	\$ 9.	00 6%		\$ 1.00	1%	\$ -	0%	\$ -	0%	\$	10.00
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Contractor	Per RCE	\$	40.00	57%	\$ 4.00	6%	\$ -	0%		7%	\$	
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Crew Coordinator	Per RCE	\$	10.00	14%	\$	0%	\$ -	0%	\$ -	0%	\$ 10.0
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Regional Distributor	Per RCE	\$	8.00	11%	\$	0%	\$	0%	\$ -	0%	\$ 8.00
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National Distributor		\$	-	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Senior National Distributor	Per RCE	5		0%	\$	0%	\$	0%	\$ -	0%	\$ -
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Assistant Crew Coordinator	Per RCE	\$	5.00	7%	\$	0%	\$	0%	\$ -	0%	\$ 5.00
Crew Coordinator	Per RCE	\$	10.00	15%	\$ -	0%	\$ -	0%	\$	0%	\$ 10.00
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Assistant Regional Distributor:	Number	Legal Business Name (Contractor Marine)		
Regional Distributor:	340700	Kevin St. Amant			100
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SCHEDULE "B"

COMPLIANCE COST MATRIX

(see attached)

Distributor Certification Document

Attached is the Compliance Matrix effective as of June 4, 2012 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 Energy Savings Marketing Corp. (now Just Energy Marketing Corp.).

Perin Guy St-Aman

Distributor Signature

Date

Witness Name (Printed)

Witness Signature

D-1-

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)		
Disputed verification call or Falsified verification call	An allegation of a falsified verification call and upon further investigation is deemed valid	Terminate	\$500
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		
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	1 st - \$50, warning letter 2 nd - \$75, warning letter 3rd - Termination	1 st - \$50 2 nd - \$75 3 rd - \$125
Misrepresentation – Utility Affiliate/ Government Affiliate	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, services or business of the supplier including asking that the consumer locate any utility bill/s prior to providing the business card.		

Page 2 of 5

Dist-IC-ON-V 3.0

Effective: June 4, 2012

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	1* - \$50, warning letter 2 nd - Termination	1" - \$50 2 nd - \$125
Walk-Up/FPRC Call Coaching	Contractor is heard coaching the customer during the verification process	1 st - \$50, warning letter 2 nd - \$75, warning letter 3 nd - \$100, warning letter 4 th - Termination	1" - \$50 2 nd - \$75 3 rd - \$100 4 th - \$125
Unauthorized Signature – Commercial Unauthorized Signature –Residential	Customer states that someone other than the business owner or authorized employee entered into, renewed/extended or amended an agreement. Customer states that someone other than the account holder, spouse or power of attorney entered into, renewed/extended or amended the	1 st - \$50, warning letter 2 nd - \$75, warning letter 3 nd -Termination	1 st - \$50 2 nd - \$75 3 rd - \$125
Solicitation –No Permit	agreement. Customer states the contractor did not have a permit to market in the city/town	1 st - \$50, warning letter 2 nd - \$75, warning letter 3 rd \$100, warning letter 4 th - Termination	1 ⁴¹ - \$50 2 nd - \$75 3 rd - \$100 4 ^{di} - \$125
Solicitation –Restricted Area Solicitation – Name on No Solicitation List	Contractor has received clear direction from head office not to market in the city/town Customer states they registered on JE's Nosolicitation list but was visited by contractors.	1 st - \$50, warning letter 2 nd - \$75, warning letter 3 rd -\$100, warning letter 4 th - Termination	1 st - \$50 2 nd - \$75 3 rd - \$100 4 th - \$125
	Contractor provided a rate/unit outside the commercial tiered pricing guidelines	1 ³¹ - Warning letter, commission claw back 2 nd - \$100, meeting with CCR, warning letter, commission claw back 3 nd - Suspension, \$100, warning letter, commission claw back 4 th - Termination	1 st - warning 2 nd - \$100 3 rd - \$100 4 th - \$125
Pressure Tactics	75	l ^{at} - \$50, warning letter ^{lad} \$75, warning letter ^{3rd} -Termination	1 st - \$50 2 nd - \$75 3 rd - \$125
	Customer feels the contractor was rude and/or abrasive during presentation		

Page 3 of 5

Effective: June 4, 2012

Dist-IC-ON-V 3.0

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.)	l 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	Ñ/A

POINT THRESHOLD CONSEQUENCE SCHEDULE

Point Threshold	Contractor Type	Consequence Type
11173 2000 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174 11174	Independent Contractor	Presentation Review by Distributor
	Independent Contractor	Field Shadowing
۔ [Independent Contractor	Formal Warning Letter
5	Independent Contractor	\$50 Compliance Contribution Cost
ſ	Regional Distributor	\$75 Compliance Contribution Cost
ſ	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
- 4. 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).

Dist-IC-ON-V 3.0

This is Exhibit "26" referred to in the AFFIDAVIT OF MICHELLE ALEXANDER SWORN BEFORE ME, THIS 5 DAY OF SEPTEMBER, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Welcome

Hello Just Energy Team Member. The following handbook will be your comprehensive guide to the functions and processes that you will employ on a daily basis within your regional office. We are excited that you have chosen to become a part of the Just Energy family and look forward to growing together.

This manual highlights the primary tasks that you will be expected to perform on a daily basis; however, there may be other items which are not covered in this manual that you may also perform. Nonetheless, you will have access to several resources that you can use to support you and your daily activities.

Feel free to reach out and access the extensive support system that Just Energy offers and the abundant resources which will aid you in accomplishing your goals and meeting the needs of your Regional office.

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The Company

Just Energy is a leading independent energy supplier with over 1.6 million electricity and natural gas customer accounts across the US and Canada. We are also the largest competitive green energy retailer in North America. With our green energy solutions, our customers can offset the negative impact their energy consumption has on the environment. Together we're making a cleaner, greener world.

Just Energy is proud to provide peace of mind and choice to homes and businesses. Our energy programs provide a customer with additional choices, rather than just what is offered by their current utility company.

Just Energy's business involves the sale of natural gas and electricity to residential and commercial customers. Just Energy is part of a group of companies that offers natural gas in Ontario, Manitoba, Alberta, Quebec, British Columbia, New York, Illinois, Indiana, Michigan, Ohio, Pennsylvania and California, New Jersey, Maryland, and electricity in Ontario, Alberta, New York, Pennsylvania, New Jersey, Maryland, Massachusetts, Georgia, Delaware and Texas. Just Energy is a subsidiary of Just Energy Group Inc. (TSX: JE). Moreover, the company has also consistently experienced double digit growth every year since its inception, another trend that is not expected to change.





The Extranet



The Extranet

What is it?

The Extranet is a web-based resource that was designed to aid the regional offices in submitting various requests, track submissions (agreements, badge requests, advance requests, commission inquiries, branded items requests) and interact with Head Office. This resource is one of the primary tools that are being used in the regional offices and Head Office for addressing the day to day administrative duties and queries that may arise.

Who has access to Extranet?

Access to the Extranet is granted to the Office Administrators, Recruiters, Regional Distributors, Senior Regional Distributors, National Distributors and Senior National Distributors. Please note that there are some aspects of the Extranet that are restricted and only those who have been granted access to those areas are permitted to use them.

How do I access to the Extranet?

You will need to be set up with an Extranet profile, based on your regional office and your function. Extranet profiles are set up by Head Office and you would need to contact the Manager of the Sales Operations Department or your Regional Sales Manager to have your profile set up.

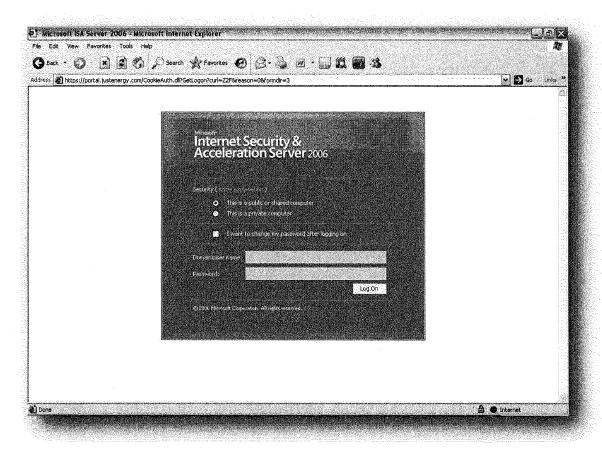


I have my username and password, what do I do next?

Now that your profile has been set up, you need to open your web browser (i.e. Internet Explorer, Foxfire, Safari) and type in the following web address:

https://portal.justenergy.com

This will take you to the login page for the extranet.



Once you have entered your username and password, click the "Log On" button and you should be taken to the welcome page of the extranet. From the welcome page, you can proceed to processing whatever request you need to execute.





Contractor Badge Requests



Contractor Badges

All Contractors are issued badges which identify them, to customers, as contractors of Just Energy; ensuring that there is no misrepresentation regarding which entity the contractor is representing and the purpose of their visit. The Contractors are required to display their Just Energy badges at all times, when they are in the field writing agreements.

Contractors are NOT permitted to write agreements without having and wearing a Just Energy issued badge.

Badges must be issued prior to new Contractors writing and submitting agreements. The process for receiving a badge is outlined in the "Badges" section.

If a Contractor badge is lost or in poor repair, the Regional Office must notify the Sales Operations Department at salessupport@justenergy.com.

Badges are printed to the badge printer or shipped to the regional office within 24 hours, after the request has been processed (as long as the orders are received before the cut-off time).

Please note that all new and replacement badge requests must be received no later than **3:00 PM EST** to have the badge arrive in your office for the following business day.

In the event that a Contractor loses their badge, there is a \$20 replacement charge that will be assessed to the Contractor to cover the cost of reissuing the badge.



Badge Request Preparation

Filling out the ICA

In order to complete the badging process, Contractors must also fill out and sign off on an Independent Contractor Agreement (ICA). The ICA is the agreement that the every Contractor must complete in order to market on the behalf of Just Energy. This document provides essential information related to the applicant that would be needed in order to complete the application to market for Just Energy. Also, it outlines what would be expected of our Contractors and the compensation/commission structure.

For individuals marketing in the employee based markets (i.e. Pennsylvania and Massachusetts), you will be required to complete the Sales Representative Agreement and the various forms associated with the employee package.

A blank template of the Independent Contractor Agreement, for your region, can be found on the extranet under the section labeled "ICA Forms".

As a rule of thumb, any section of the ICA that has a space for a signature must be signed by the appropriate person. Missing information or signatures will only result in the request not being processed and further delays into having badges issued.

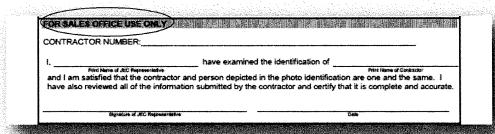


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The Contractor must complete the "Contractor Information" and "Additional Information" sections on the first page of the ICA with all of their information. Missing information may result in delays in processing the request.



As the Administrator, you would have to confirm that you have reviewed the Contractor's identification by signing and dating the section "For Sales Office Use Only".



The request will not be processed if this section has not been signed and dated.

Please note that the line referring to the "Contractor Number" is not a field that would be required to be completed (as the numbers are primarily assigned to Contractors through the extranet when they have been approved).



The background consent form is one of the most important forms in the ICA. If this page is missing or incomplete, we will not be able to process the badge request and the individual will not be able to become a Contractor (marketing on the behalf of Just Energy).

US Consent Form

Canadian Consent Form

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For the Canadian Consent Form, the Consent form needs to be **fully completed** and contain the applicant's full name, signature, gender, date of birth, place of birth, current address and any previous addresses.

For the US Consent Form, the date of birth, previous address and list of offenses the applicant has been convicted of (if applicable) must be completed.

The form MUST be signed by the Contractor in order to have the background check done. If the Consent form is missing information or has not been signed, the badge request will not be processed and the request will be sent back to the office in order for the form to be completed and resubmitted.



Acceptable Identification

When submitting the completed ICA to Head Office, it should also include two (2) pieces of identification for the Contractor (please see the list of acceptable pieces of identification in the section below – "Acceptable Identification").

One of the two pieces of identification MUST be government issued, contain the applicant's full name, date of birth, signature and photo. This would be considered the primary piece of ID. Please keep in mind that if the Contractor does not have photo ID, they will not be able to market on the behalf of Just Energy; as we will be unable to process the background check. Please make clearly legible copies of the applicant's identification and attach those copies to the ICA before submitting them.

List of Acceptable Valid Government Issued Photo Identification

Provincial/State Driver's License (front & back)

Health Card w/ photo (Canada)

Passport (handwritten passports will not be accepted)

Foreign Driver's License

Canadian/US Citizenship Card

Canadian Permanent Resident Card

Certificate of Indian Status

International Student Identity Card

Firearms Acquisition Certificate

Canadian National Institute of the Blind Identification Card

Military Family Identification Card

Expired ID's will not be accepted.



Independent Contractor Agreement Checklist

Contractor

The contractor's name has been filled out
The SIN (Canada) / SSN (US) is on the form
The current address is complete
Contact phone numbers have been provided
The "Additional Information" section has been filled out
The background consent form has been completed and signed
The Commission Schedule is attached
Two (2) pieces of government issued ID is attached (Canada)
At least one (1) piece of government issued ID is attached (US)

JEMC Representative

Names, date and signature completed in the "For Sales Office Use Only" section (front page of the ICA)

The "Witness" signatures have been affixed in the appropriate places throughout the ICA

All the pages of the ICA must be kept together in order to ensure that the ICA is complete. All the pages which outline the agreement have to be submitted to Head Office with the signed pages in order for the ICA to be deemed "complete". Incomplete ICA (missing pages or signatures) will not be processed.

Once everything has been completed and reviewed, the ICAs must be scanned and saved as a PDF. Each regional office should have scanning capability using their photocopier. Each ICA should be scanned separately and the file name should reflect the name of the person who is represented on the ICA (i.e. if the applicant's name is "John Smith", he should also have a PDF file named as "John Smith").



Badge Photos

In order to issue a badge to a Contractor, a photo of the Contractor is required to be submitted with the badge request. The photo should be taken in the Regional office and the file name (of the photo) renamed to reflect the name of the Contractor.

This is an important process as it not only documents that the Contractor was present in the Regional office but it provides Head Office with the means to issue the Contractor a badge.

Taking Pictures

Place the resolution on moderate setting for the camera to ensure the quality of the contractor's badge and the size of picture does not get too large to upload online. Please read your camera's instruction manual to determine what will provide the optimal results for your photos.

 Please note that if the picture quality is set at its highest setting, the file size associated with the picture will also be large. If the file size is very large, it may not be able to be uploaded to the extranet.

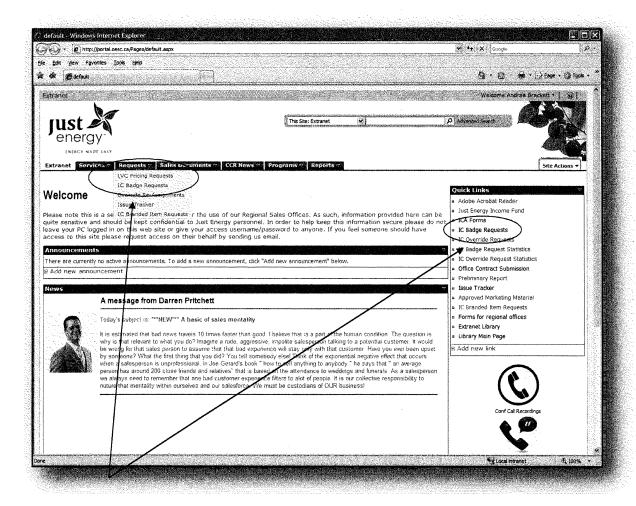
Use a neutral colour background when taking the pictures.

The pictures must be saved as a .jpg and be to the badge request process, and properly named as the name of the IC



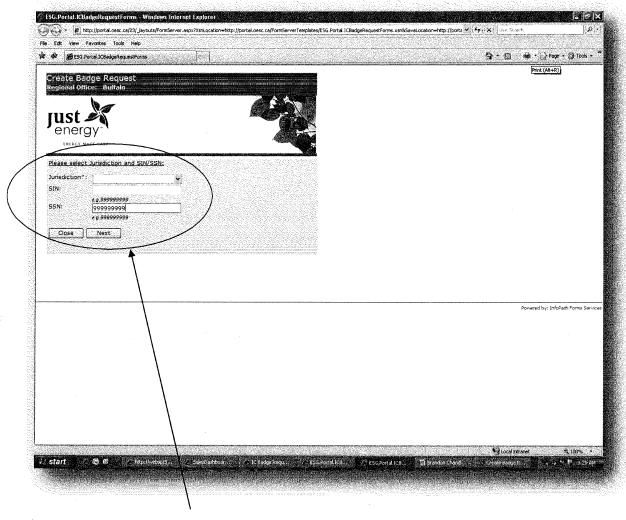
Badge Request step-by-step Process

Login to the Extranet using this link: https://portal.justenergy.com



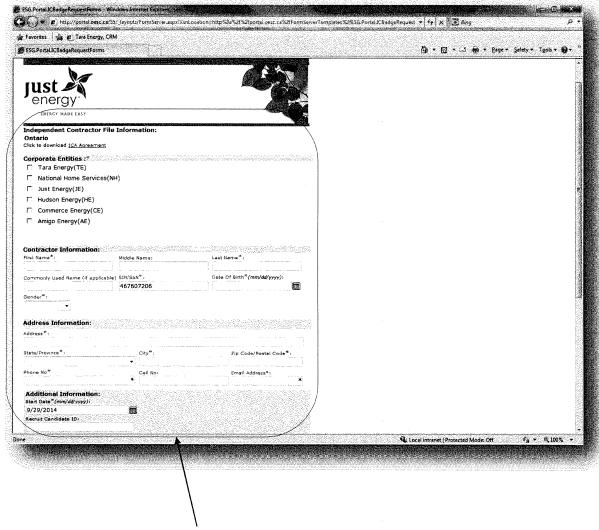
From the home page of extranet, you can access the Badge Request page by clicking the "IC Badge Requests" link under the "Quick Links" section or under the "Requests" tab.





When creating your Badge Request, you must first enter the Jurisdiction of which you are applying in, as well as Social Insurance Number (SIN) for Canada or Social Security Number (SSN) for the US (depending on which is applicable). Once you have entered the required information, you must click "Next" button to continue the process.



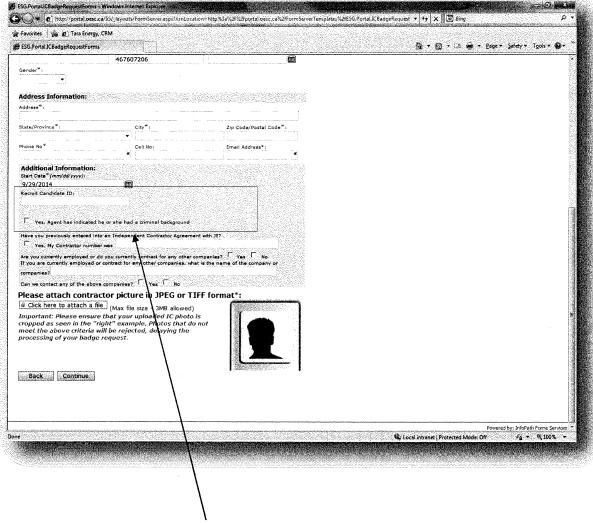


You must now choose the correct Corporate Entities, as this will help us on determining which badge to create

Next you must fill out the "Independent Contractor File Information" form with the applicant's information. Everything with a red star beside it is mandatory and must be filled out.

PLEASE NOTE: You must use the proper capitalizations when entering the applicant's information (i.e. "John Smith" rather than "JOHN SMITH" or "john smith") as the request will be rejected as "Incomplete" if the improper capitalizations are used.

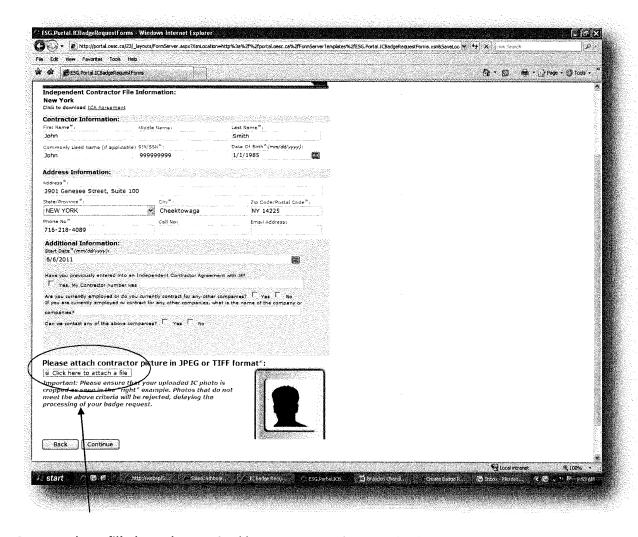




When submitting a badge request, it is required that the "Recruit Candidate ID" field be populated with the Recruit ID number found on the Contact Card. To make things easier, once you print your daily appointment list, the Recruit ID shows up next to each candidate's name.

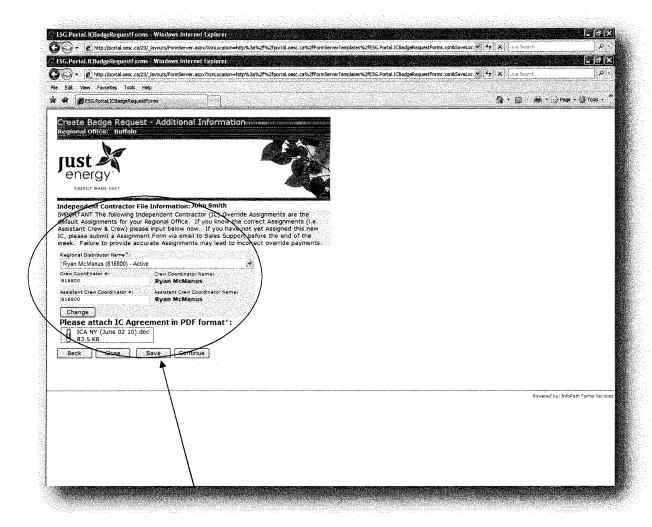
Please note that if an applicant has indicated that they do have a criminal background (based on what they have identified on their consent form), the "Yes, Agent has indicated he or she has a criminal background" option must be selected.





Once you have filled out the required boxes, you are then required to attach a photo of the Contractor. In order to attach the file, click on the link "Click here to attach a file" and navigate to the folder where the photos were saved. (You will not have the option to crop the photo at this stage so please take the picture appropriately from your camera). Then press 'Continue'.



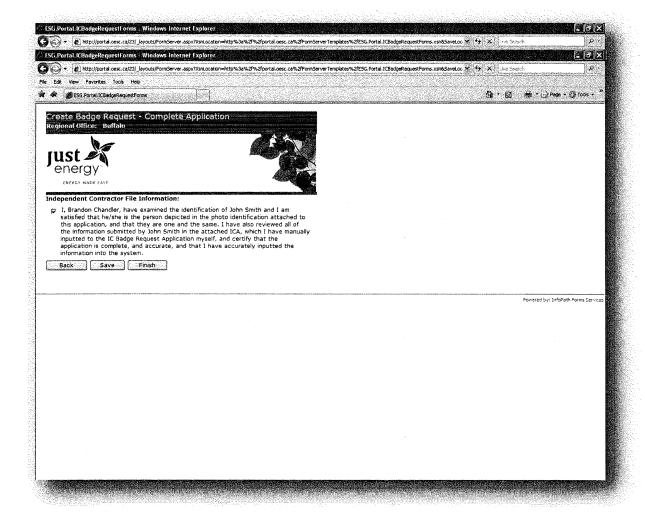


Next you must enter the name of your Regional Distributor, as well as the Crew Coordinator and Assistant Crew Coordinator's numbers respectively.

You then are also required to attach a copy of your filled out Independent Contractor Agreement. Click 'Click here to attach file' and navigate through the steps accordingly to attach the file in PDF format. You are now given an option to save and continue the process at a later time, or continue to finish the process now. `

Note: If you "Save" the file, your request will NOT be submitted go Head Office for approval but will remain in your drafts.

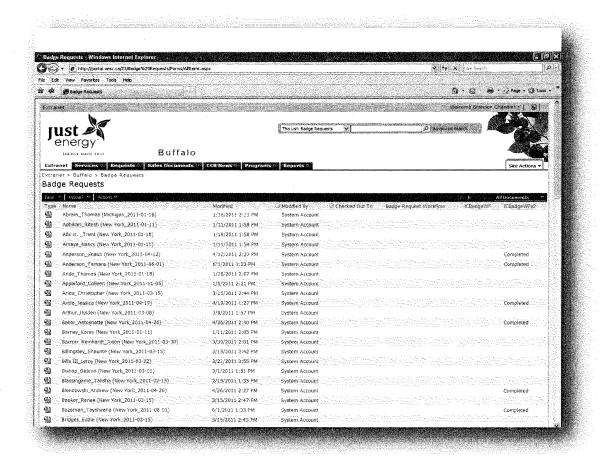




Upon continuing you are brought to the 'Complete Application' page, and are required to check mark the box which acknowledges your understanding of the process and then can click "Finish" to complete the application.

Again, if you "Save" the file, the request will not be submitted to Head Office for approval but will remain in your drafts until you access it again and submit it by clicking "Finish".



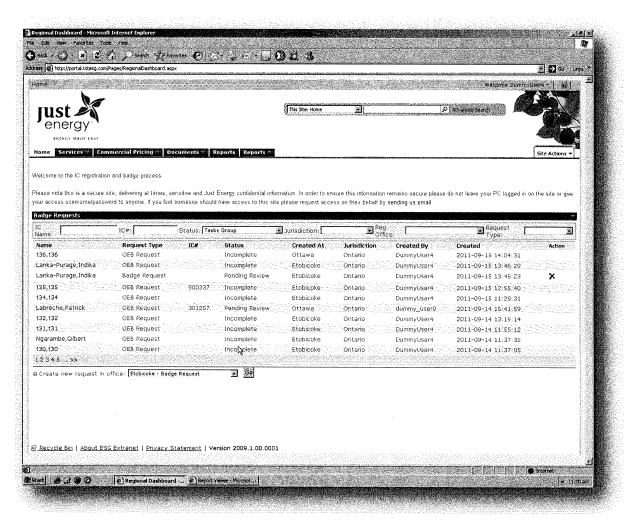


Once your request has been submitted, the file will appear on a list of badge requests that will reflect that the request is pending review with Head Office.

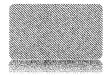


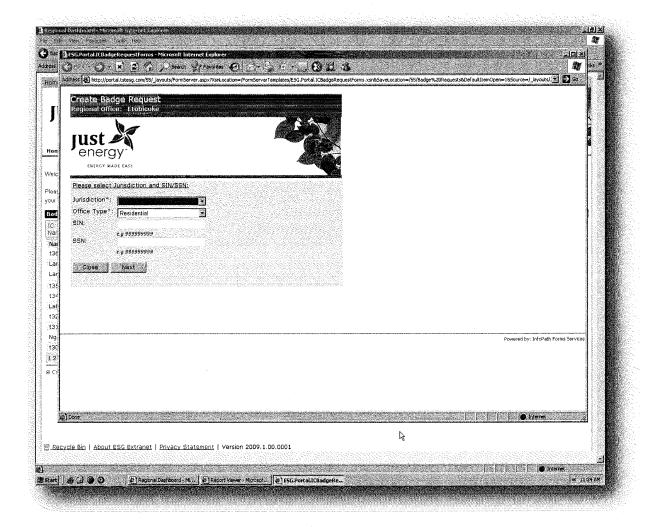
OEB Badge Request step-by-step Process (Ontario ONLY)

1) Log into the extranet and go to the badge request page



- 2) Choose the badge Request option from the drop down list and click the Go button
- 3) The SIN verification page will open and you will enter the applicant's SIN, choose Jurisdiction: Ontario, the appropriate office type from the drop down list "Residential, Renewal or Commercial" then click the "Next" button.

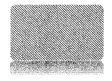




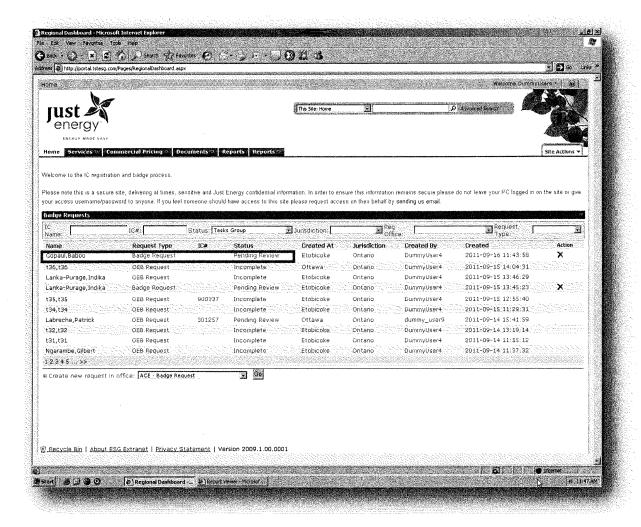


4) If the Independent Contractor already exists in the database, the form will be prepopulated with their information; otherwise, you need to fill in the information and click the "Continue" button.

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Address Information: Address *: 14951 105 Ave Unit 356	320379449	10/2/1968	
State/Province*: British Columbia Phone No* 6045883643	Gity*; Surrey Cell No: 7789967369	Zip Code/Postal Code*: V3R1R8 Email Addrase:	
Additional Information: Stan Date*(mm/dd/yyry)i 9/16/2011			
Have you previously entered into Yes, My Contractor number Are you currently employed or do If you are currently employed or companies?	was you currently contract for any ot	rement vith JE? Ther companies? If Yes I No , what is the name of the company or	V
companies.	companies? 🗆 Yes 🗀 No.		
Please attach contrac		· TIFF format*:	
) Done			



5) Continue with the badge creation until it's completed. Once the badge request has been completed, the request will appear in a "Pending Review" status on the dashboard so that the Sales Operations Team will be able to review it and process the request.



6) Next initiate the OEB badge creation process by selecting OEB Badge Request from the drop down list and click "Go". The OEB Test Score Submission screen will open.



7) Fill the fields as follows and click Submit:

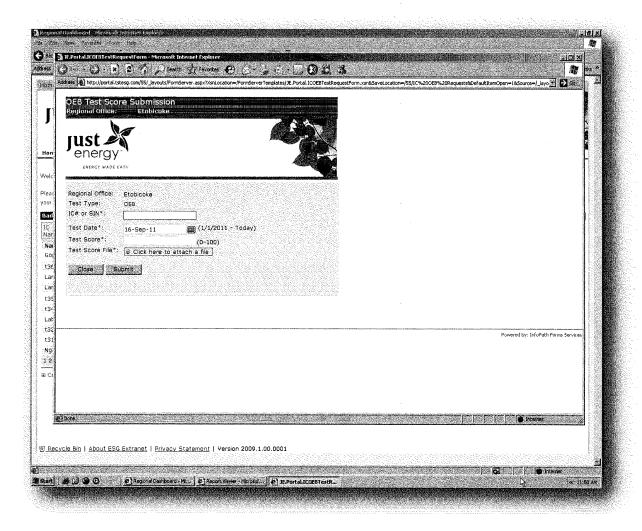
IC# or SIN: If the IC# is known use it. If IC# is not known use SIN of the agent to $\,$

whom the badge is to be created.

Test Date: Select a date

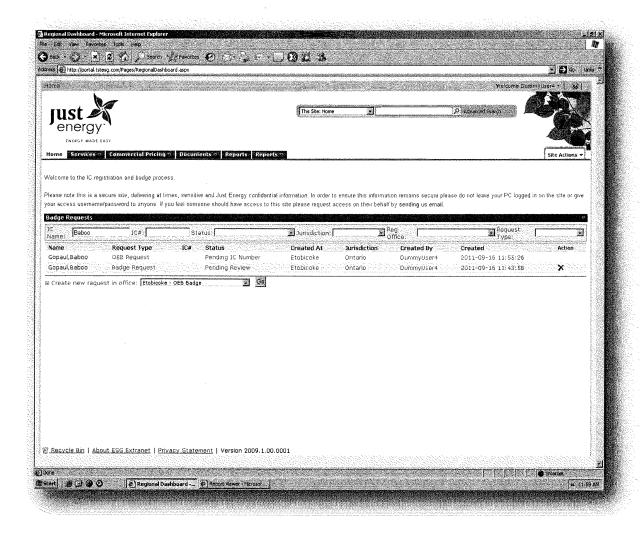
Test Score: Enter a score (80 and above is a pass score)

Test Score File: Attach the relevant image file of the test score/certification





8) Upon submitting the OEB Test file and refreshing the dashboard, the OEB Request will appear in a pending status as well.





- 9) The Sales Operations Team will review the OEB test files that are uploaded and approve them in the system.
- 10) In the event that the "Incomplete" is clicked, you can bring up the update screen by clicking on the name of the OEB record in the dashboard (search for the record first), shown below:

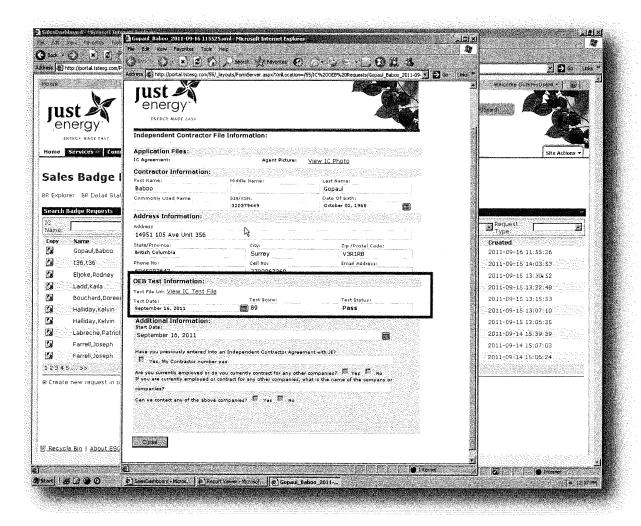


11) Modify date/score/attachment and click Update and this will set the OEB request back into Pending Review status to be processed again.



Note: OEB in Incomplete status can be edited by either regional or Sales Operations user.

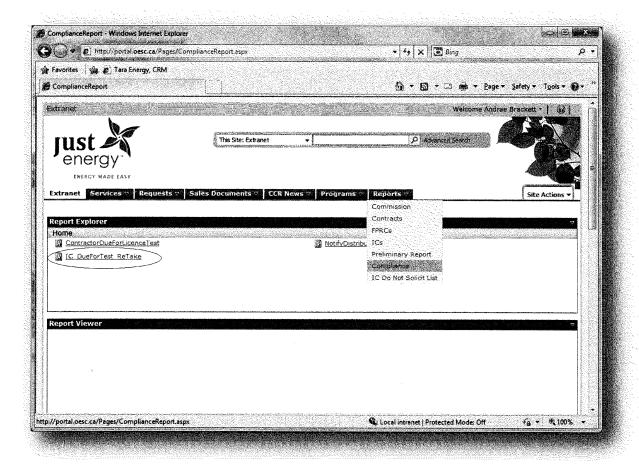
- 12) Entering a failed score will always automatically set the status to Failed and does not open the OEB Tasks screen for you to action.
- 13) Clicking on the name link of an Approved OEB badge will show the OEB Test Information section.





Important notes:

- a) Approve/Reject/Cancel are final states
- b) Only two attempts per agent are allowed.
- c) Reject status is counted as one attempt. Cancel is not counted as an attempt.
- d) Once a test is approved no more entries are allowed.
- 14) In order to determine if there are any Contractors who are required to submit an updated OEB test, you can run the "IC_DueForTest_Retake" report (available on the extranet under the "Reports" Tab using the "Compliance" link. Select OEB from Agent Badge Type and click on View Report. This will display all agents under that regional user who are due for OEB license. (see screenshots below).

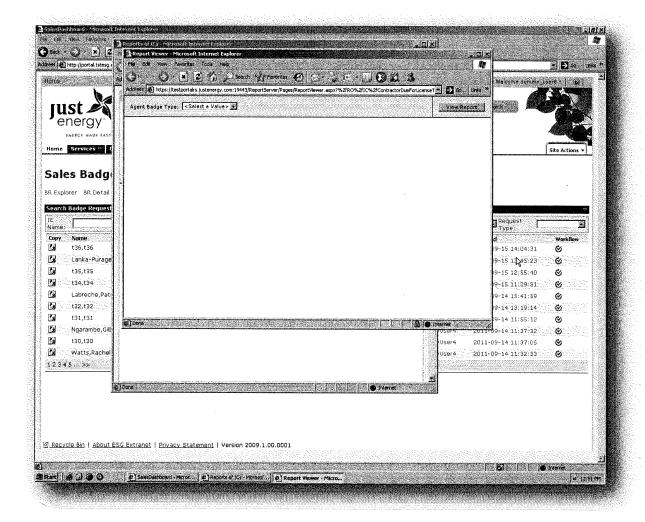




Note: No eligible ICs in this example.









US Offices

Sales Operations will make a decision (Pass or Fail) depending on the background check within 24 hours. If the applicant passes, the badge will be printed or sent to the office. In the event that the applicant does not meet the requirements to pass the background check, an automated message will be sent to the office advising that the applicant has failed the background check and will not be able to contract for us.

Canadian Offices

Since the background check will take approximately 2 days to complete, we will pass the applicant conditionally and send out the badge. If the applicant achieves a 'Pass' status, we will change their status to 'Approved' and they can continue marketing. However, if the applicant receives a 'Fail', the office will be notified and the badge is to be collected from the Contractor and destroyed immediately.

All Offices

After Sales Operations has determined whether an applicant has been "Approved", the badge for that contractor will be printed directly from the Badge Machine in your office. It is your responsibility to monitor the badges coming out of the machine as well as the supplies and components further discussed in this manual.



Badge Machine Process and Monitoring

The issuance of Contractor badges is crucial to the success and growth of Just Energy. In light of this, we have furnished each office with a Badging machine which will allow for us to facilitate the ever-growing need to get the Contractors out in the field as soon as possible.

This guide outlines what's included in the badge machine package, the installation process of the badge machine with IT, process of loading the badge machine with ribbon and blank badge cards as well as the monitoring of supplies and the machine itself. As it is of great importance to familiarize yourself on these steps to guarantee success.

These machines will allow Sales Operations to reduce and/or eliminate timelines with respect to badging, eliminate courier delays due to weather or courier error and reduce the overall operating cost of each Regional Office. It creates a more efficient work force and allows potential growth to happen at a faster rate.

Note: Each office is completely responsible for the appropriate use, safety and security of the Badge Machine and its components and original box. (Please ensure you store the original box in a safe secure location, as well as locking up the badge machine nightly.)



As mentioned before, listed below is a summary of all the items you will receive with your Badge Machine Package.

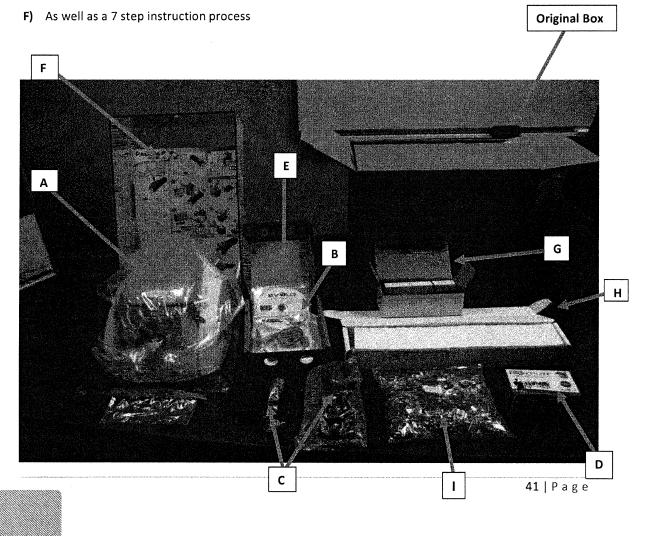
Badge Machine Package:

Badge Machine Package:

- A) Badge Machine
- B) USB Cable
- C) Power cord and Adapter
- **D)** 1 full panel colour ribbon(200 prints per roll)
- E) Evolis card printers Driver's and Documentation Disc

Badge Machine Package Supplies:

- G) 1 Staple style slot punch with guide
- H) 1 box of 500 blank badge cards
- I) 1 bag of 100 clips



Brand New Badge Machine Process

When you receive your **Badge Machine Package**, we will require two (2) immediate actions to happen from each Regional Office:

- An email MUST be sent to <u>salessupport@justenergy.com</u> (Sales Operations) confirming that the package has arrived at your office,
 - a. Please advise if there is any visible damage to the box when you receive it and take a picture of the package in case we have to escalate to the shipping vendor for damaged shipments,
 - i. The Badge Machine Package will arrive in one box,
- 2. Please immediately lock the package in a safe and secure location until your office is schedule for installation and implementation.
 - a. Regional Offices will be fully responsible for all Badge Machines once they arrive. Any Badge Machines that are damaged, lost, and/or stolen will be replaced at the sole cost of the Regional Distributor of the Regional Office.



Installation of Badge Machine with IT:

The badge printer installation takes approximately 2.5 hours. You will be on the phone with IT Support for the entire time. If you want to shorten the time spent with IT, you could set up the printer prior to the call. Follow the instructions that came in the box. In addition, you may need a laptop (extremely rare and may not need it at all).

Step 1:

Ensure you have all necessary components from your package with you prior to setup. Follow the 7 step instructions provided with your badge machine package for setup of the badge machine. At the end, recap the steps to be certain you have everything plugged in and in its proper place right.

Step 2:

Ensure badge machine and computer are both turned on. A white light will appear on the badge machine to show it is on and ready for use; then the light will turn off again.

Step 3:

Load badge machine with ribbon and blank badge cards which were included in your badge machine package.

Step 4:

Send a request to Sales Operations making them aware you are ready for installation with IT. Sales Operations will provide dates/times of availability of IT personnel. After a date/time is chosen an IT specialist will be in contact with you. On the chosen date/time an IT personnel will call to guide you through the computer installation process.



<u>Note:</u> This takes approx. 2.5 hours; make sure you have sufficient time and the correct components in place and at your disposal to have a smooth, quick installation.



Loading Badge Machine and Monitoring of Supplies

NOTE: For this process make certain you have your ribbon and blank badge cards on hand.

Step 1: Inserting New Ribbon (Refer to step 4/7 of the 7 step instruction process included in your package):

Press the middle button under the Evolis symbol, this will allow you to lift the top lid of the machine. Once the lid is opened 2 white lights will appear on the machine. If this is a new badge machine insert new ribbon into machine. If machine is already been used simply remove the old ribbon and insert the new ribbon into the machine. Then proceed to close the lid. The large white light will stay on but turn off on its own in time.

The second white light with this symbol the lid.



will turn off after you closed

<u>Step 2: Inserting New Blank Badge Cards (Refer to step 6/7 of the 7 step instruction process included in your package):</u>

On the back of the machine you will find a cartridge container that holds the cards. When you try to remove the cartridge component make sure to press on both sides, as there is a spot for a finger on each side that needs to be pressed in order to remove the cartridge. Load the cartridge with blank badge cards until you reach the lip. After, proceed to replace the cartridge into its original spot. You will hear a click.

Step 3: Ordering supplies for the Badge Machine:

Each office should be monitoring their machines to make sure they have adequate supplies needed to properly function without delay. When new ribbons, blank badge cards, badge clips and Just Energy Nation inserts are required, please



fill out the "Badge Machine Supply order form" and attach it to an email and send it to <u>SALES OPERATIONS</u>. Your email/order will be taken care of in approximately 72 hours so as not to impede the offices production. Please do not wait until you are out of ribbon and blank badge cards to place an order. Be proactive, monitor and order ahead of time.

<u>Note:</u> Each office will be responsible for monitoring and ordering the supplies needed through Sales Operations. As mentioned before each ribbon can print approx. 200 cards, maybe more, maybe less.

Congratulations; you are now ready to print badges!!!

<u>Note:</u> Re-badging/ Replacing of IC's badge will require a separate email sent to SALES OPERATIONS with the proper information.



Override Assignment Change Process

Overrides assignments are an important aspect of not only the structure of the office but also an important aspect of the commission structure. As such, ensuring the correct individuals have been assigned to the correct level is of the utmost importance.

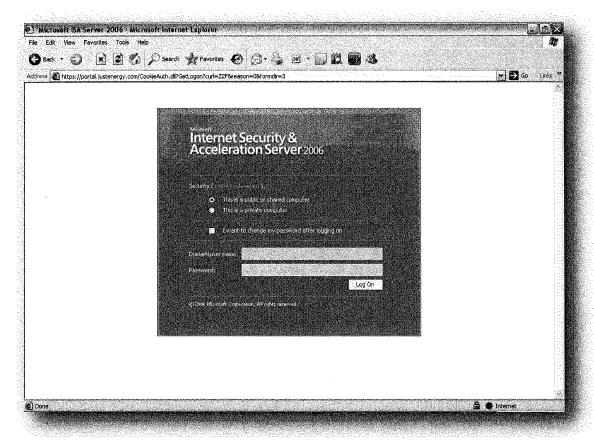
The IC Override Requests option on the extranet provides an easy way to make quick changes and, when necessary, corrections to override assignments. Please note that when a brand new contractor is entered into the system, the override assignments for all the levels are defaulted to the regional. If this is not changed, all the override commissions will be paid to the regional.

Note: Changes to the override assignments are reflected on the payroll two (2) payroll weeks after the assignment change is entered into the system.



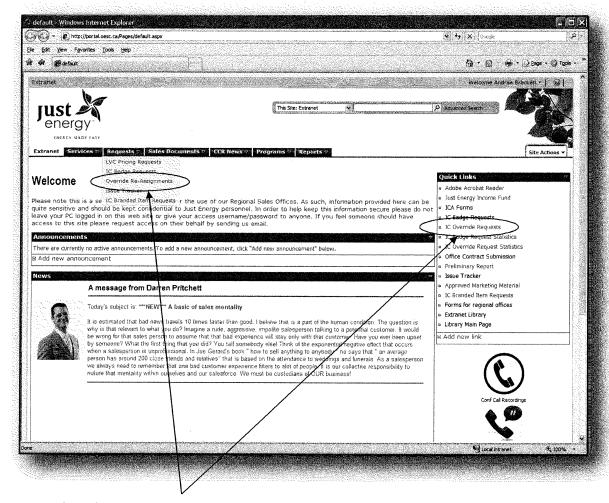
Overrides Assignment Change – Step by Step Process

Type in https://portal.justenergy.com



Log in using your username and password assigned to you by Sales Operations. If, in the event that your password is not working, please contact your RSM or Sales Operations.

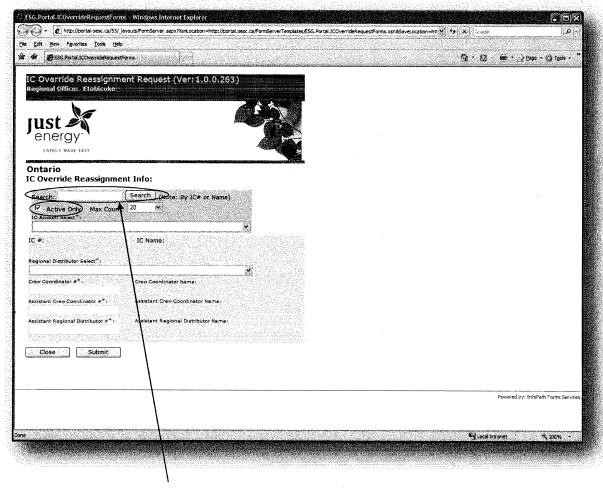




Once you have logged in, go to the "Requests" tab on the top menu and choose the "Override Re-Assignments" option. You can also choose the option "IC Override Requests" from the "Quick Links" section, on the right hand side of the page to access the Override assignment Requests page.



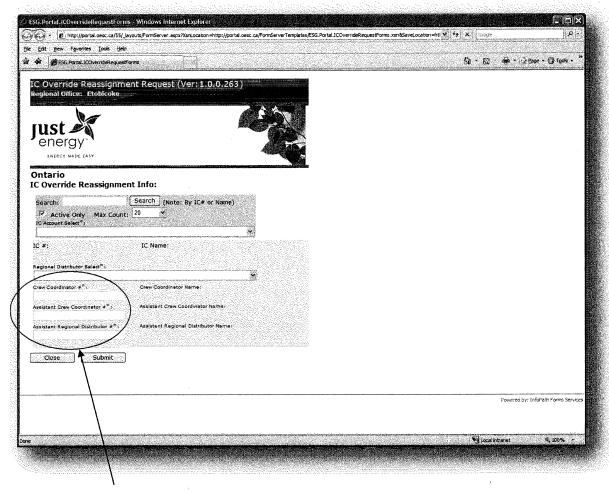
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You should be brought to the screen noted above where you will be able to enter the name or ID number of the Contractor whose override assignment needs to be updated. Please enter either the name or contractor number in the search field, then click the "Search" button.

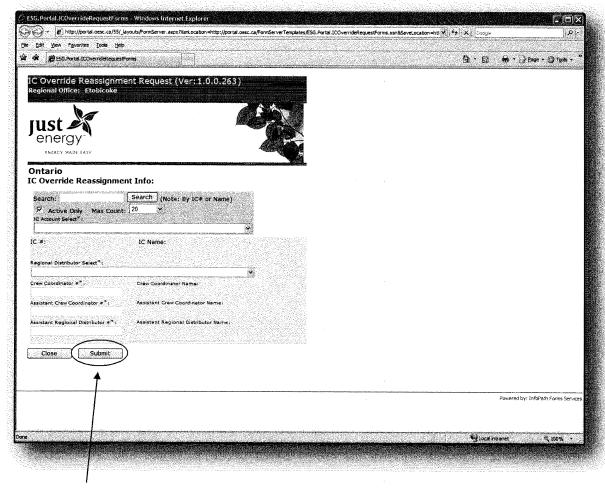
In the event that you are attempting to adjust the overrides for an Independent Contractor who is in an "inactive" status or may be returning to market after being away, unclick the "Active Only" button in order for the search to be successful.





When the search has been completed, the fields will auto-populate with the IC's information as well as the current overrides that have either been previously assigned or the system defaults. You can make the changes to the override levels by entering the contractor number in the fields for the Assistant Crew Coordinator, Crew Coordinator and Assistant Regional Distributor.





Click the "Submit" button to have the request sent for approval so that the changes will be reflected in the system (once the changes have been completed). If you click the "Close" button, the changes will not be saved nor will the request be sent for approval.





Processing Agreements



Reviewing, Counting and Submission of Agreements

As a company driven by sales, the counting and submission of agreements is very important. All agreements are to be submitted by the Contractors to their respective Regional Offices where the Regional Distributor/Administrator accounts for them. At this point, the Administrator would be required to perform the following:

- 1. Review the agreements to ensure that all the required fields are completed (i.e. customer information is complete, signatures for the customer are present, Contractor information is on the agreement, all supporting documents are attached). If information is missing, you must give the agreement back to the Contractor. If it is submitted incomplete, there will be a delay in processing the agreement which may also lead to it being rejected/cancelled.
- 2. Count the number of agreements which have been received (e.g. 30 electric, 30 gas)
- 3. Update the numbers on the automated preliminary report. The preliminary report is an important tool as it allows for overall transparency in relation to the accuracy in the numbers being reported, accountability for the agreements that are being submitted for enrolment as well as a tool to assist the Contractors receiving their commissions in a timely fashion.
- 4. Prepare a UPS package to have the agreements sent either to our third party vendor or to our Courtney Park location.
- 5. Record the UPS Package Tracking Numbers, for your records (in the event that there are delivery issues).



Important to Note

Contractors are paid a commission for agreements that are accepted and flow with the local utility. When Contractors submit incomplete or illegible paperwork the entire process is delayed and considerable effort and expense must be exerted to 'fix' the paperwork.

Office Administrators/Recruiters/Regional Distributors should review agreements prior to submitting them to Head Office to ensure they are accurately and neatly completed.

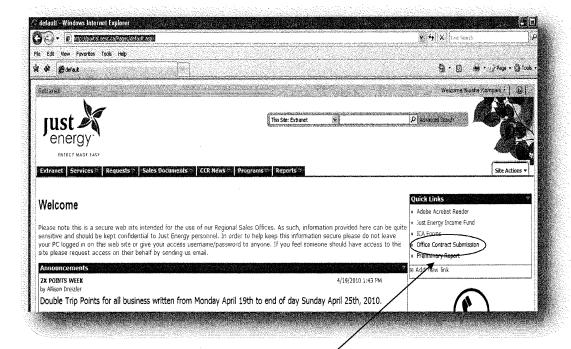
Agreements are shipped to Just Energy's data entry vendor or head office on either Monday or Friday (depending on your market and if your office has 100 or more agreements that need to be shipped), as instructed by Head Office



How to Use the "Office Contract Submission" Process

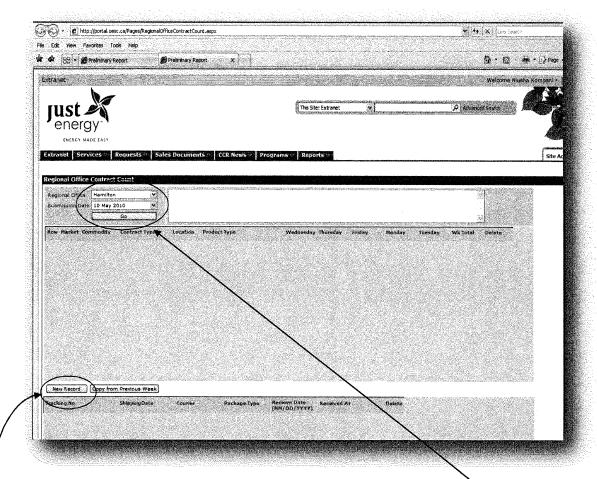
In order to ensure that the agreements are being documented, the following screenshots portray what steps need to be taken.

Login to the Extranet using this link: https://portal.justenergy.com



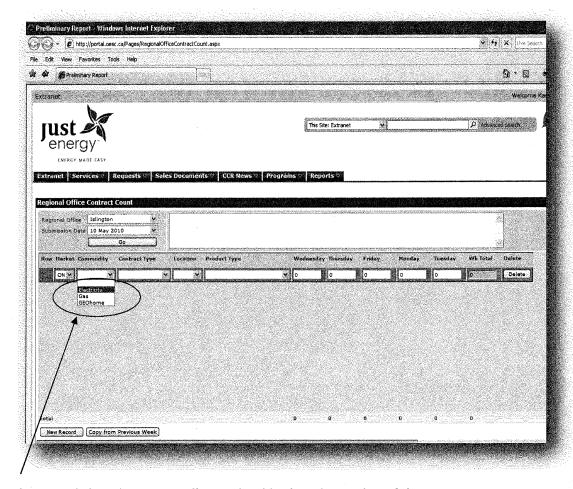
Click on the "Office Contract Submission" link under the "Quick Links" section. This will take you to the Office Contract Submission home page.





To begin, ensure your office name is the Regional office field on top left and the "Submission Date" for the correct submission week is selected. If your agreement submissions take place on a Monday, that Monday's date should be reflected in the "Submission Date" menu option. Click the "New Record" button to proceed to the next entry option, once you have Regional Office and Submission Date fields are confirmed.

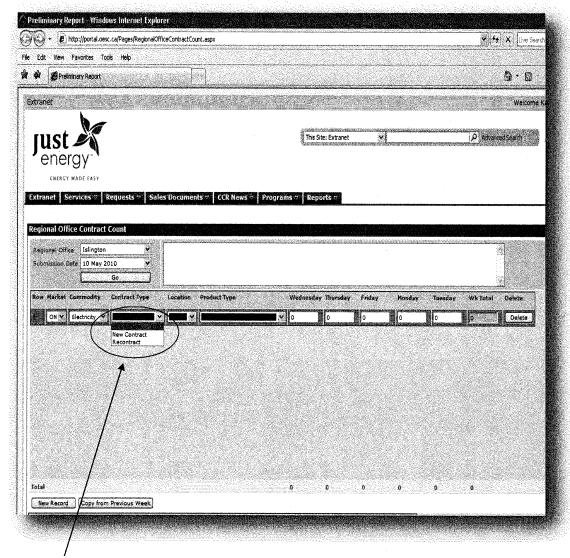




After you click on 'New Record', you should select the market of the agreement you are submitting

From the drop down menu "Commodity" choose the type of agreement that is being recorded. If the agreement is a dual commodity agreement, you would have to enter two records, one for gas and another for electricity (as there is no "dual commodity" option in the drop down menu).

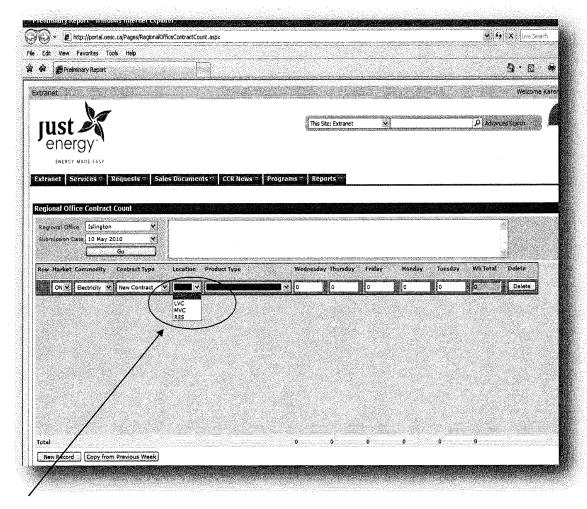




Click on the 'Contract Type' drop down menu to select the appropriate option as per the agreement – "New Contract" or "Recontract".



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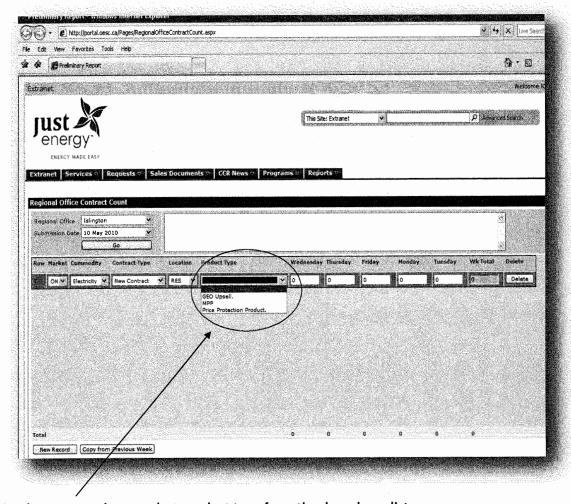


Location type – choose one of the drop down options as per the location type of the agreement

The "Location Type" refers to the type of customer that the Independent Contractor has registered on the program. Agreements for Residential customers should be entered as "RES" whereas agreements for Commercial customers should either be "MVC" or "LVC". Please refer to the agreement code (at the top right hand corner or the bottom right hand corner of the agreement) to identify which contract has been submitted.



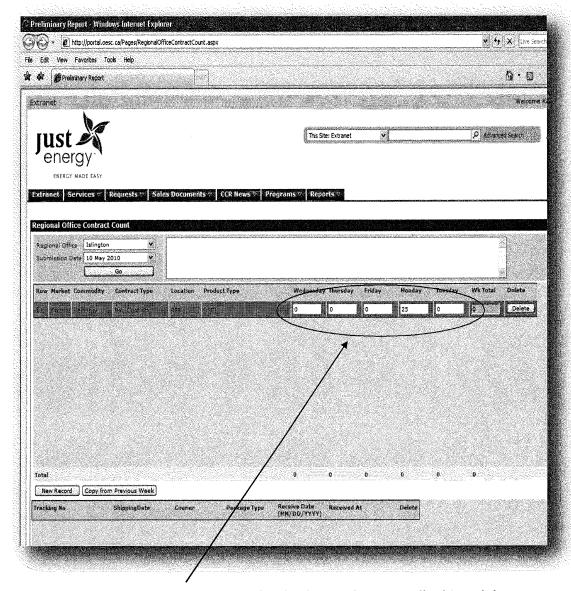
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Product type options - select product type from the drop down list

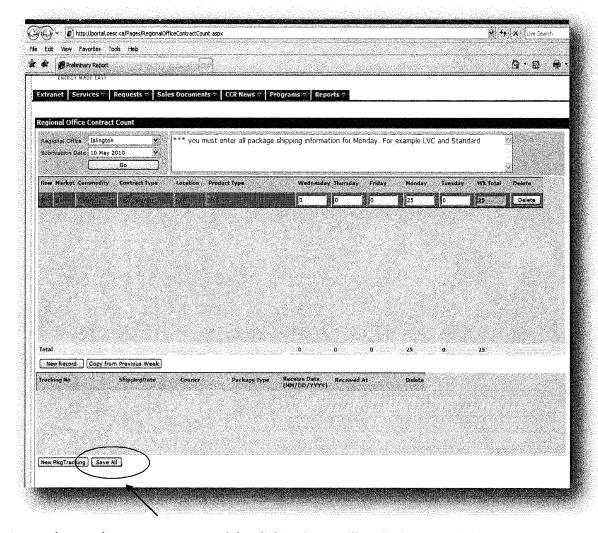
Please note that the options for the "Product Type" will reflect what is offered for your market. In most cases, it will populate automatically once the "Location" has been determined. If this is not the case, then the appropriate selection would need to be done to reflect the type of product that is being recorded.





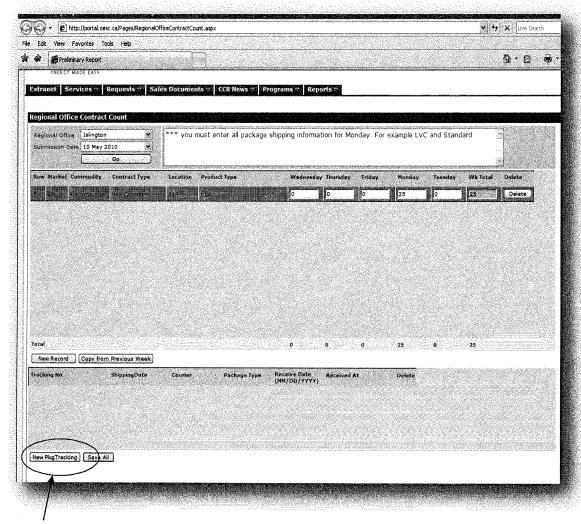
Then enter the number of agreements under the day you have actually shipped the agreements to either the Vendor and/or 80 CP. This is based on the count of the agreements that you have received from the Contractors, after they have been reviewed.





Remember to always save your work by clicking 'Save All' at the bottom of the screen.





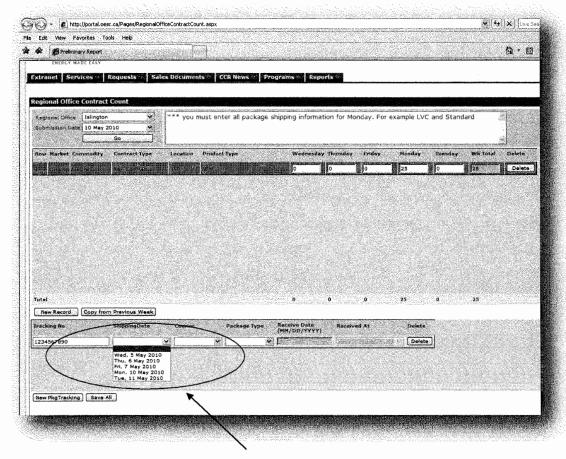
After updating the number of agreements, the courier tracking number must be entered below it.

Click the "New Package Tracking" button to enter a new courier tracking number.

You will not be able to proceed and save your information until the package tracking has been completed.

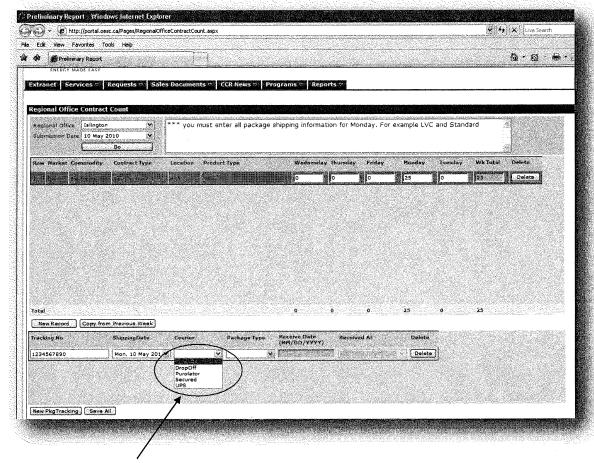


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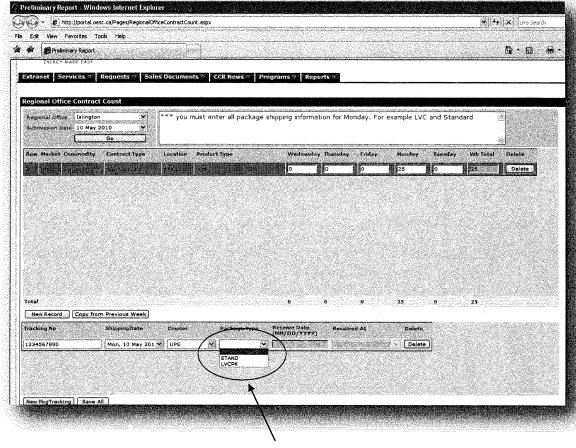
Fill in all the fields for the tracking number and shipping date





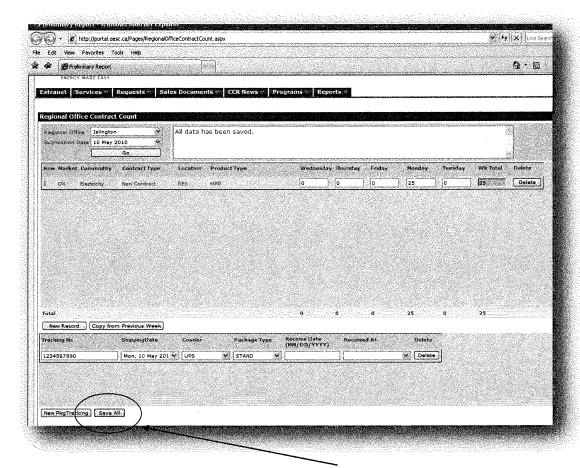
Select the courier company used to ship the package





Enter Package type (Package type is for either 'STAND' (agreements sent to the Vendor) or 'LVCPK' (LVC agreements sent to 80 CP-Head Office).

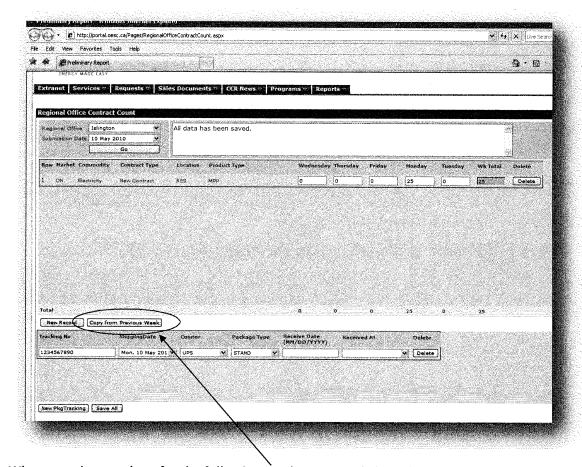




Once all the information is completed, again click 'Save All' and the data entered for the recorded number of agreements counted and shipped will be saved for the current submission week.

When you have entered all the information, please print the page (using either the "Print" option found under the "File" menu option or by clicking the button) and send it in the package you are mailing to the vendor.





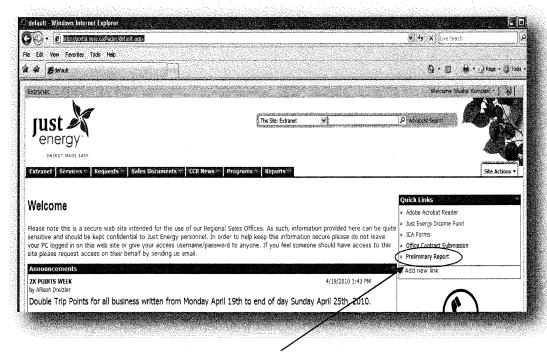
When entering numbers for the following week, you can click on the 'Copy from Previous Weeks' button and this will bring up the information from last week. This can be used to save some time as you will just need to update the number of agreements counted for the present week.



Preliminary Report

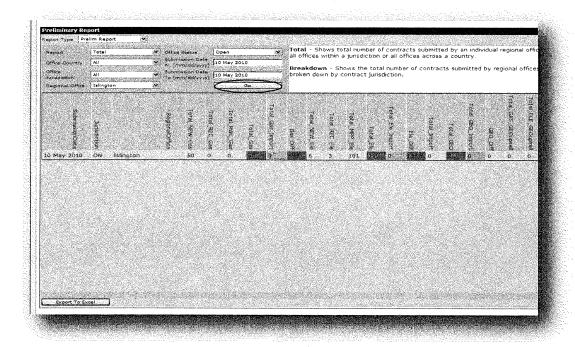
All the agreements received from the Regional offices are recorded on a "Master Preliminary Report" which Regional offices can access. The report features information related to the agreements that have been submitted week over week for each Regional office. The report is based on the agreements that have been submitted by the Regional offices.

Head office will confirm all packages are received weekly but it is the Office Administrator who is responsible for ensuring that all packages shipped are received on time and at the correct location.



The Preliminary Report can be accessed from the Extranet using the "Preliminary Report" link from the Welcome page.





The following search criteria would need to be set in order to generate a report.

Report Type: Prelim Report

Report: Total

Office Status: Open

Office Country: All

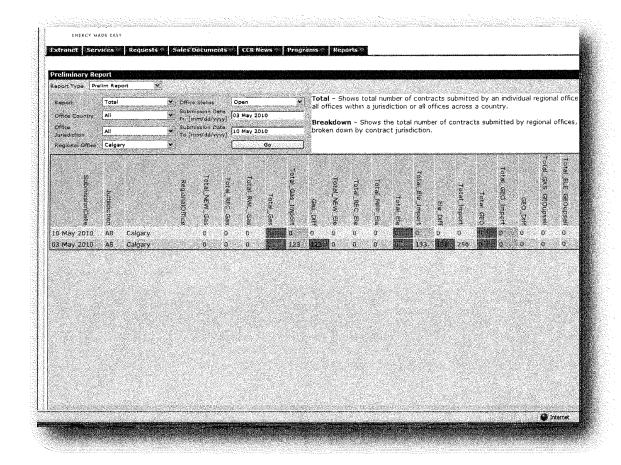
Submission Date From and Submission Date To: Should be the current Monday's date (if you want to see this week's preliminary report). By expanding the "From" and "To" dates, you will generate more records for that time period.

Office Jurisdiction: All

Regional Office: Select the office name you would like to run the report for

Once the search criteria have been set, click the "Go" button.





See the screenshot above illustrates what the two week report looks like.



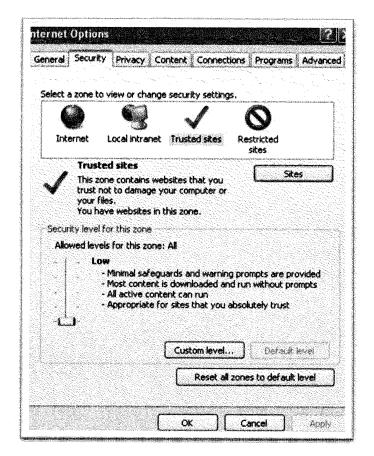
You could see the report as an excel by clicking on the Export to Excel – on the bottom left Excel sheet should open automatically, if it does not you have security issues.

Security Issues can be resolved by doing the following:

Please click on Tools > Internet Options > Security > Trusted Site should be selected

Click the "Sites" button and add website to the list then close the tab.

In the Security Tab - Click the "Custom level" and "downloads" should be set as "enabled", the click "OK".

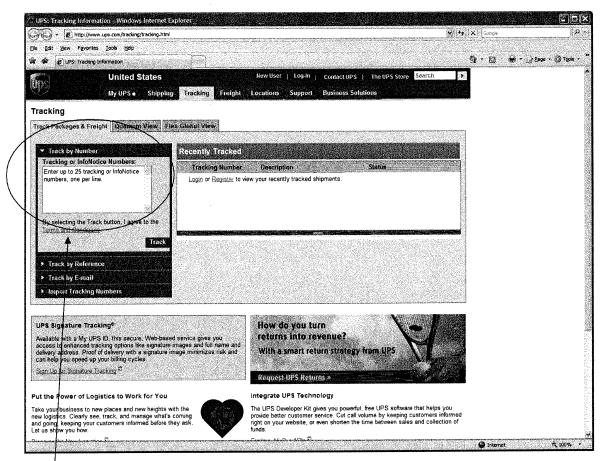




Tracking Your UPS Shipment

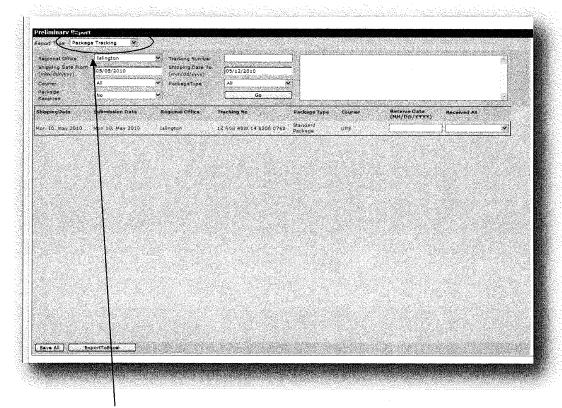
After the agreements have been picked up by the courier, you can track its progress and, ultimately, it's arrival at its destination on the courier's website. UPS is the courier of choice for Just Energy and you can use their website to ensure the package has arrived at the correct location and then update your records.

UPS – package tracking – http://www.ups.com/tracking/tracking.html



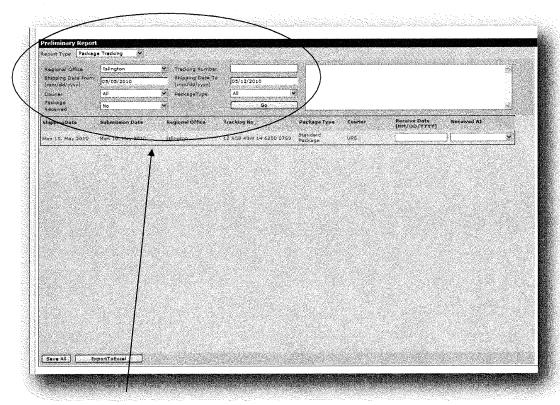
You can search for your package by entering the UPS Tracking number in the "Track by Number" box.





To update the Contract Submission record with the information that the agreements have been sent out, you would have to access the "Preliminary Report" (http://portal.oesc.ca/Pages/PreliminaryReport.aspx) and from the "Report Type" list, select the "Package Tracking" option from the drop down menu.





The following criteria should be reflected when preparing to search for the record of the package that was sent that week:

Regional Office: the name of your office should appear in front of Regional Office

Shipping Date From: Enter the submission from previous Wednesday - (mm/dd/yyyy)

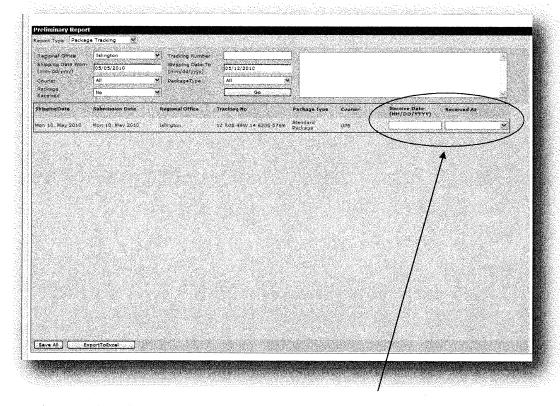
Shipping Date To: Enter the submission of the Tuesday of this week - (mm/dd/yyyy)

Courier: Should be "All"

Package Type: Should be "All"

Packages Received: "No"





Once the record has been found, update the "Received Date" and "Received At" sections that the package has been received at the appropriate destination. Please remember to save the updates after they have been entered.

Received date: should be the date the website says the package arrived at the destination

Received by: Choose correct location (Critical Control, EIS, Other or JE 80 Courtney Park)





Courier Process



UPS Shipping

UPS is the primary shipping company used for all shipments. The following are the steps necessary to successfully make a shipment.

- 1. Go to www.ups.com
- 2. Login by inputting your username and password
 - a. New users will be supplied with a username and password by Head Office
- 3. Go to "Create a Freight Shipment" and proceed to fill out the necessary information
 - a. Check the address book for pre-stored recipients. If the recipient is not in the address book, fill in the necessary information for a new address
 - b. The 'from' is automatically set upon logging into the website; however, one can also specify their name as the sender.
 - c. Select what you are sending
 - i. PAK (bag) 1 at a time
 - ii. Letter- 1 at a time
 - iii. Boxes, no limit, however weight restrictions (list weight)
 - iv. One must also add a monetary value when shipping to the US (for items that are not strictly documents and are being shipped in a UPS Pack or other packaging).
 - d. In the Service section, always choose 'UPS Express', which would ensure that your package arrives by 10:30 a.m. the next morning.
 - e. In the references column, simply put 'documents' for documents, 'clothing' for branded items, etc...



- f. The bill is pre-populated to bill the shipper.
- g. Once you click next, the shipping label will become available to be printed.
- h. After printed, insert the label into the Label lope and attach it to your package.

Each office has a pre-set pick up time that packages are picked up by UPS.

Note: The UPS accounts which have been set up for each office are only to be used for approved shipments (i.e. contract submissions, packages to Head Office). Any unapproved charges to the office's account will be charged back to the Regional Office via the Regional Distributor.

Also, multiple shipments to the same address on the same day should be avoided. For example, if you are sending a package Head Office which includes different items for different departments (I.e. Sales Operations, Commissions, Contract Processing, Finance), separate and label the items appropriately but place them in the same shipping package. Moreover, if you are doing your end of the month shipping of ICAs, uncollected cheques, billing and invoices, etc...; please use a large enough package/box (if possible) to have everything shipped in the same package/box.

Please note that in the event packages are being sent to ICs who are on road trips, again, try to minimize the number of packages being sent to the same address by combining the items in the same package (but label them appropriately so that the items can be distributed to the correct individual(s)).

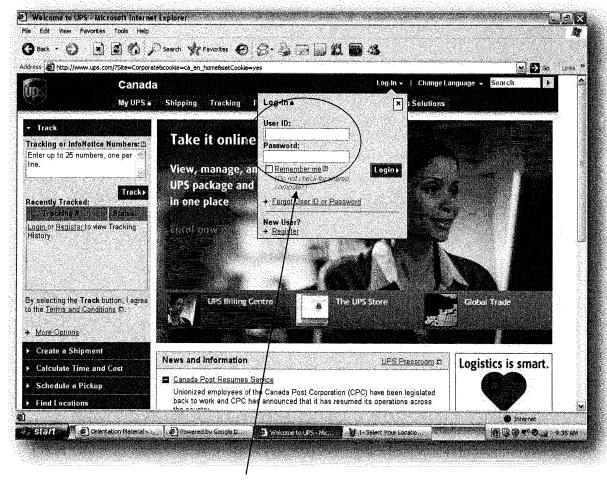


UPS Shipping step-by-step Process



First go to www.ups.com, which will bring you to this page. From there you will be required to select your location. You are also given the option of if you want that selected location to be remembered and stored on the site. You cannot move forward without selecting a location/language.

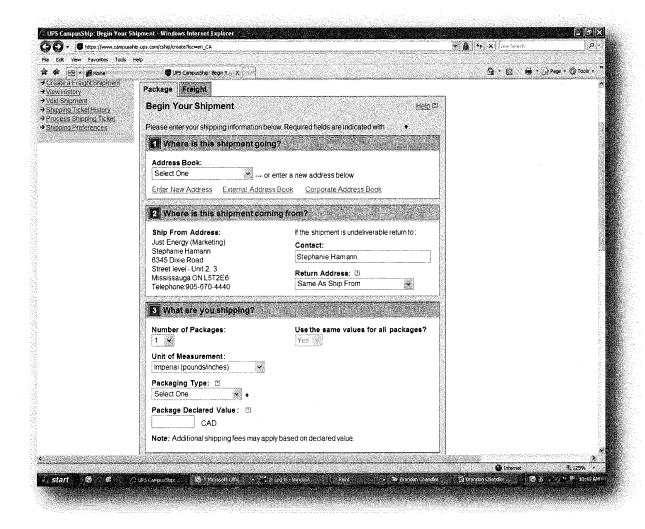




Once in the site you must first log in before you can begin the shipping process. You can do so by clicking on the 'Log-In' tab near the top right of the page as shown above. From there you will be required to enter your UPS User ID and Password. Once you have entered those both, you can click 'Login'.

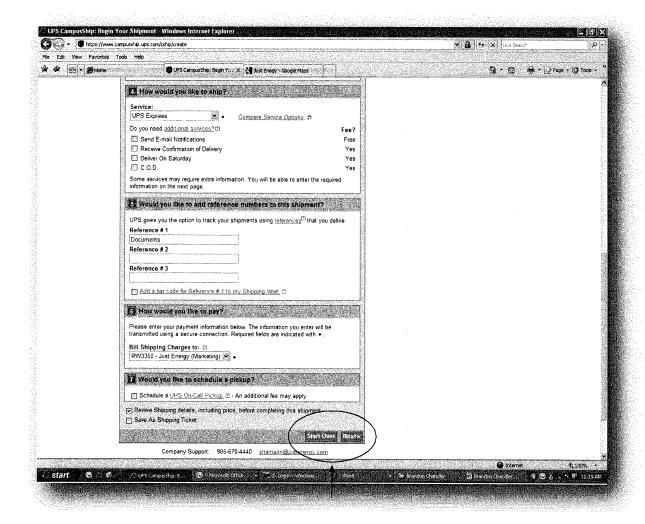
Please note that UPS IDs and passwords will be provided by Head Office for each Regional office as they are linked with the corporate account.





Once logged in, you will be directed the 'Begin Your Shipment' page as shown above. First you are required to choose the destination of your package. For this, you can either choose and option from the 'Address Book' drop down menu or choose one of the underlined options in blue; 'Enter New Address', 'External Address Book', 'Corporate Address Book'. Next, for the section that details where the package is being sent from, this information will be automatically filled out in accordance with your Log-In info. Thirdly, you will be required to give information on the type of package you will be shipping (number of packages, package type, etc.). Your choices are available in the drop-down menu options, except for the "Package Declared Value" and "Weight" of the package which you will be required to input.

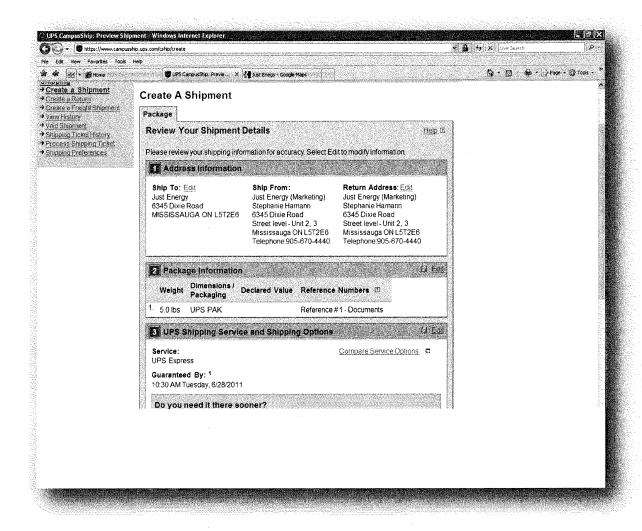




On the lower half of the page, you can proceed to choose how you would like your package to be shipped; choose 'UPS Express', and under references, writing 'Documents' will be sufficient. Under step # '6', you are shown where your shipping charges will be billed to. Once you have completed the form and are satisfied with all your given information, you can proceed by clicking 'Next>>'. However, if you aren't satisfied with the shipment info, you are also given the option to click 'Start Over'.

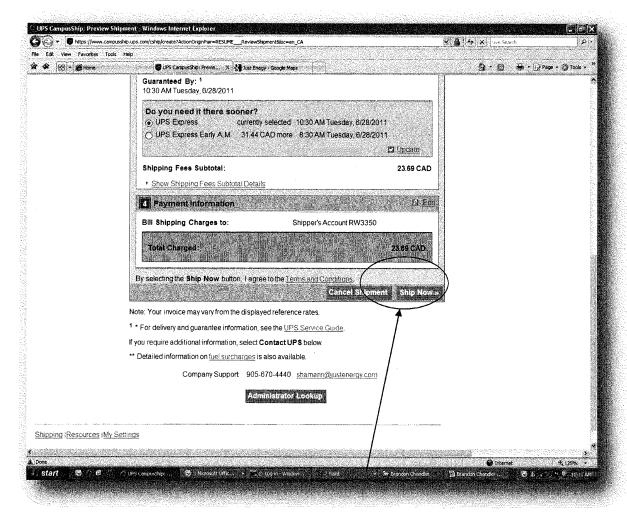
Please note that if you start over, you will lose all of the data you have inputted so far and will be brought back to the top of the form.





Before you complete your shipment, you are given a chance to review your shipment on the page shown above. If at this time you would like to change any of the details, you can click on any of the underlined 'Edit' links in blue.





This is the 'Review Your Shipment Details' page continued. On this bottom half of the page, you are given the option to switch the type of shipment selected, to UPS Express A.M. as required if you need the package to arrive earlier. Otherwise, if all the information is sufficient and acceptable, you can proceed to click 'Ship Now'.



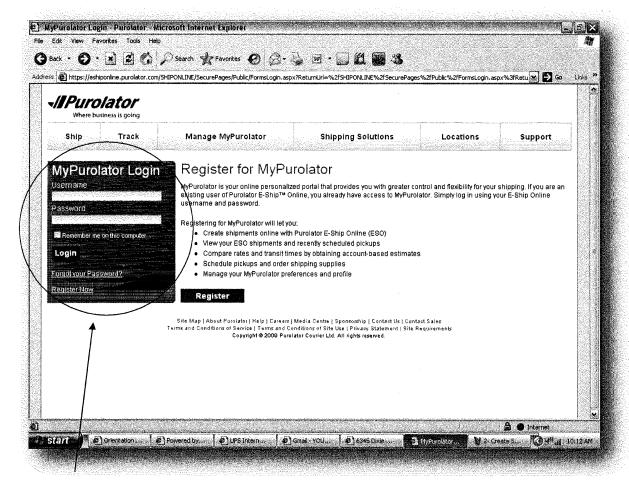
Purolator – Canada Only

Purolator can be used for **EMERGENCY USE ONLY** as **UPS** is the primary courier.

- 1. Go to www.purolator.com
- 2. Enter your username and password
- 3. Click on "Create a Shipment"
- 4. To enter the address, either choose from the preexisting address book or enter a new address manually
 - a. This would entail scheduling the pick-up, time and place (front door etc.)
- 5. Click 'Next' then choose the package type
 - a. Envelope (1 per), as well as list weight (lbs.)
 - b. Bag (1 per), as well as weight (lbs.)
 - c. Box (no limit, weight required per box)
- 6. Click the "Ship" link to confirm your shipment
- 7. Print the shipping label, insert the label into the Label lope and attach it to the package.

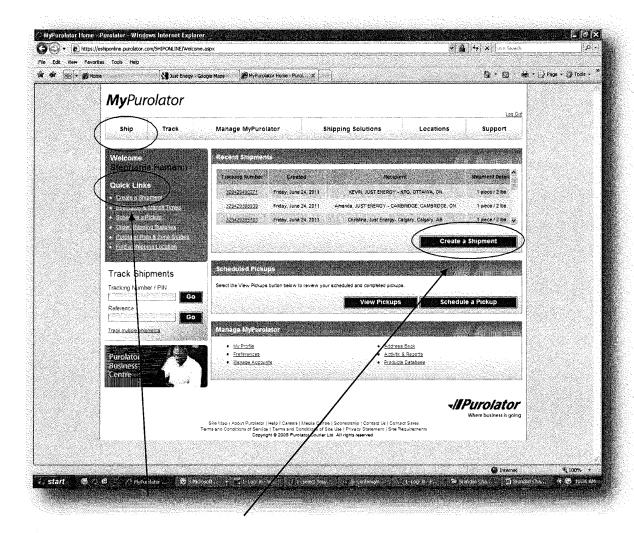


Purolator step-by-step Process



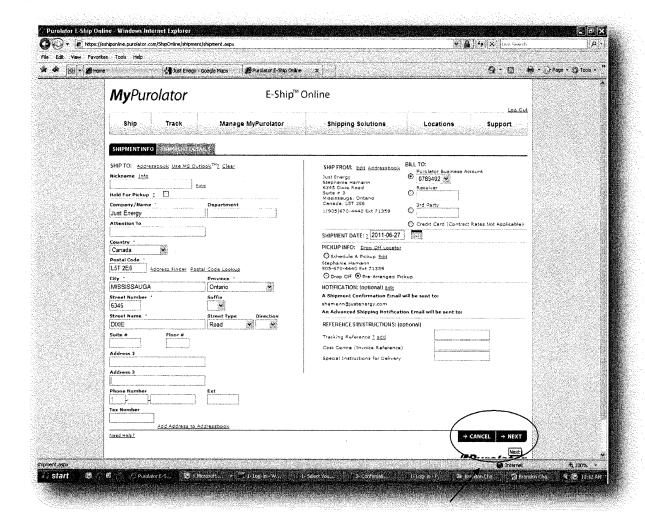
In order to create a shipment via Purolator, you must first go to www.purolator.com and then you will be required to enter your 'Username' and 'Password' in the designated blue section on the left panel of the screen.





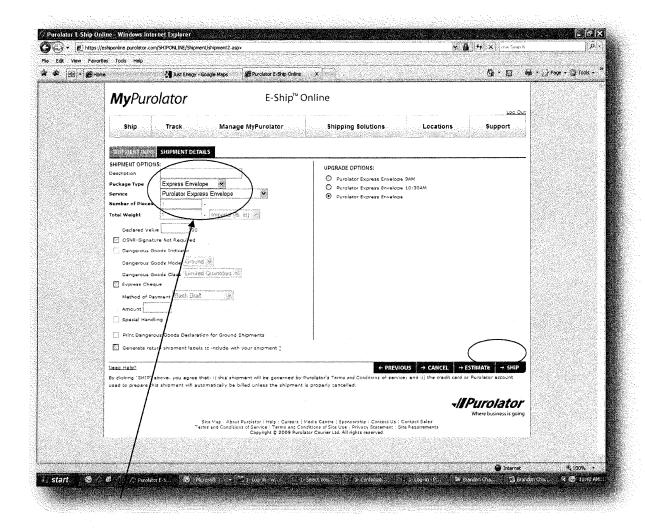
Once logged in, you will be brought the 'MyPurolator' page. You can either click on the 'Ship' button drop down menu to choose "Create a Shipment" or easily click the link under the Quick Links panel on the left side of the screen. The "Create a Shipment" option is also available under the "Recent Shipments" section.





Once on the "Shipping Info" page, you will be required to provide all the information regarding where your shipment is both being shipped to, as well as who is being billed. As shown above, all boxes that have a red star beside them are mandatory and must be filled out. Once you have filled out all those boxes as well as any additional boxes that are necessary, you can proceed and click 'Next' at the bottom right of the page. However if you are not satisfied or choose not to proceed with the shipment, you can also click 'Cancel' which will cancel your shipment, bringing you to the previous page.





After you have filled out your shipment info, you are taken to the 'Shipment Details' page, where you are asked and required to fill out information specific to the given package (such as the package's weight, its quantity and most importantly the 'Package Type').

The package should be sent "Express" and, if further options are available, you can select the 9AM or 10:30AM arrival times (as required). Once this is done, choose the "Ship" option to complete the request.



Branded Items and Inventory Management



Just Energy Branded Items

In addition to wearing badges, many successful Just Energy Contractors wear JUST ENERGY branded items such as hats, shirts and jackets. By wearing Just Energy branded items, contractors further minimize the potential for confusion as to who they are and whom they represent. This has been proven to enhance the marketing success of Just Energy Contractors.

Branded items can be ordered through each Regional Office at the value Just Energy purchases it at from its vendors.

Due to inventory storage and distribution related concerns, there is a slightly different process that has been put in place depending if your office is in Canada or the US Please refer the following sections labeled "Branded Items – US" or "Branded Items – Canada" for details related to the process associated with your branded items requests.

Please note that branded item requests may be delayed (on occasion) due to back orders with our suppliers. As such, it is important to check your inventory when items are running low (US) or be patient (Canada) when branded items are needed. When an item is on back order, it may result in an order taking a couple of weeks to process and execute.



Branded Items - US

Each Regional office should have branded items stored in the regional office in a secure and restricted place. The Regional office will be held responsible for the items that are held in their inventory.

Placing an Inventory Order

Please refer to the process as outlined in the communication provided by the Sales Operations Team via email.



Regional Inventory

After the Regional office receives their shipment and restocks their inventory, they then offer the items at cost to the Contractor.

When an item has been ordered/requested by a Contractor, the Regional office will be required to notify Head Office of the order so that the transaction is reflected in the system.

In order to submit the order, the Regional Distributor or Administrator can go through the Extranet to Requests under **IC Branded Items Request**. They then can click on the name of the Contractor to view their order. The order form is for reference purposes. The cost of the branded item will be applied directly to the contractor's bank and is deducted from the Contractor's commission cheque.

Please note that there should not be any exchange of monies in the Regional office for Branded Items as the cost of the Branded Item will be taken directly from their weekly commission's cheque.

Inventory

Regional Distributors/ Administrators/ Recruiters are responsible for monitoring the inventory level.

The Administrators/ Recruiters are responsible for sending in monthly physical counts to Sales Operations, via email. This will aid in minimizing any discrepancies with the inventory count in the office and what is reflected in the records at Head Office as to what the office should have in the inventory.

For discrepancies that exceed a certain level, there will be monetary consequences applied to the Regional Distributor.



Deduction Form

Sales Operations verifies each order then processes it. The contractor's bank will automatically be updated to reflect the deduction that will be made. Contractors have the choice to deduct the order from two separate payrolls if the total exceeds \$50.00.

Manual Process

In the case of the Extranet not working, there is also a manual process one can follow to order items, and it is as follows.

The Regional office must send in the Commission Deduction Authorization to Sales Operations team via email, at salessupport@justenergy.com, who will then record it in the Inventory and forward it to the Commissions team (who will manually enter the deduction on the Contractor's bank). There will be no item shipped to the office as the item should have been taken from the inventory and given to the Contractor.



Branded Items- Canada

In Canada, an Inventory system is not in place due to the close proximity of some of the offices to Head Office, as well as the fact that there are no 'cross border' fees associated with sending items from one office in Canada to the other.

The process is initiated by the Regional office placing an order online through the Extranet. The order will be reviewed and approved through the Extranet. The requested item(s) will then be shipped to the Regional office to complete the order. The cost of the branded item will be applied directly to the contractor's bank and is deducted from the Contractor's commission cheque.

Manual Process

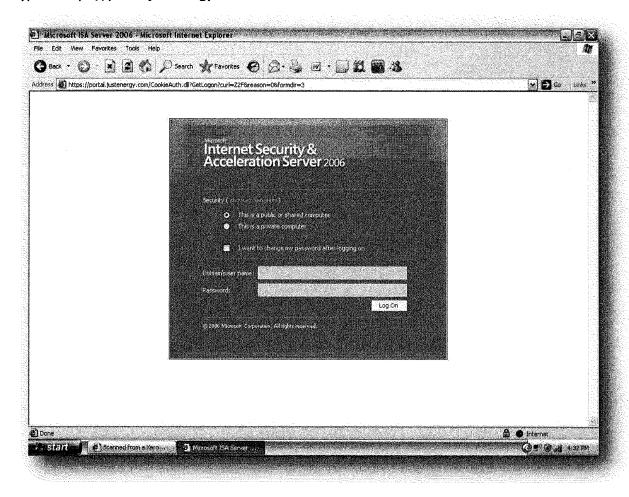
In the case of the Extranet not working, there is also a manual process one can follow to order items, and it is as follows.

The Regional office must send in the Commission Deduction Authorization to Sales Operations team via email, at salessupport@justenergy.com, who will then record it in the Inventory and forward it to the Commissions team (who will manually enter the deduction on the Contractor's bank). The requested item(s) will also be shipped to the Regional office to complete the order.



Branded Items step-by-step Process

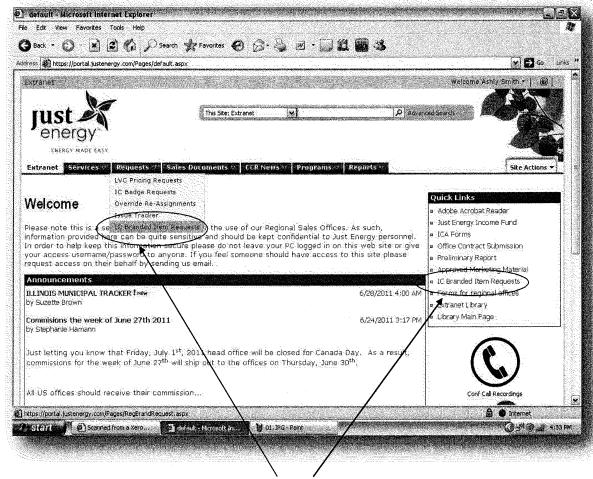
Type in https://portal.justenergy.com



Log in using your user name and password assigned to you by Sales Operations. If in the event that your password is not working, please contact your RSM or Sales Operations.



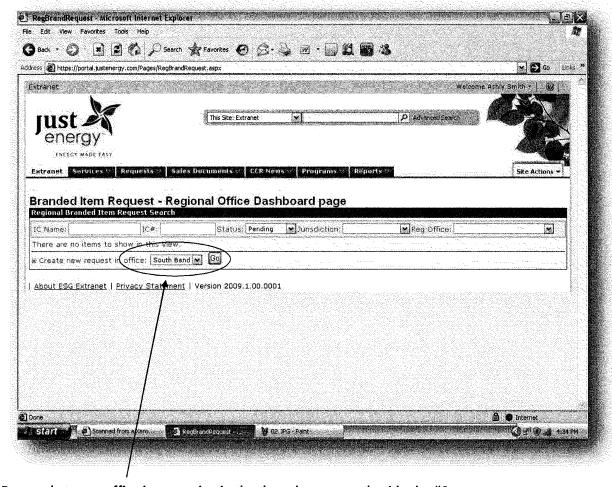
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Once you have logged in, go to the "Requests" tab on the top menu and choose the "IC Branded Item Requests" option.

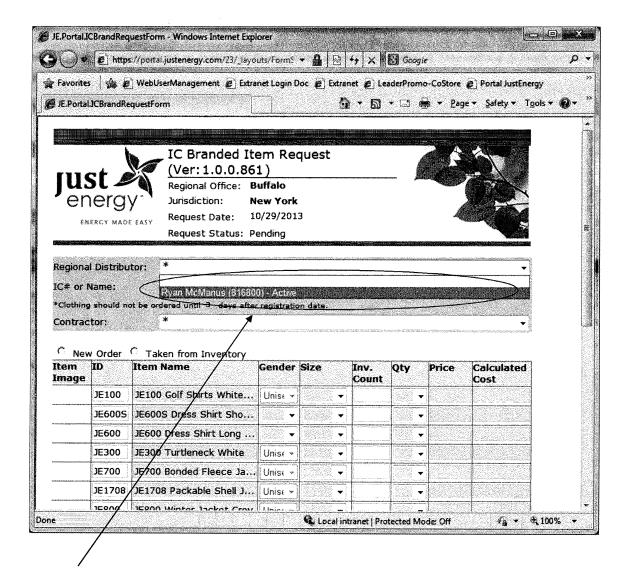
Also, you can use the "IC Branded Items Requests" hyperlink in the "Quick Links" section, on the right hand side of the page, to access the Branded Items order form.





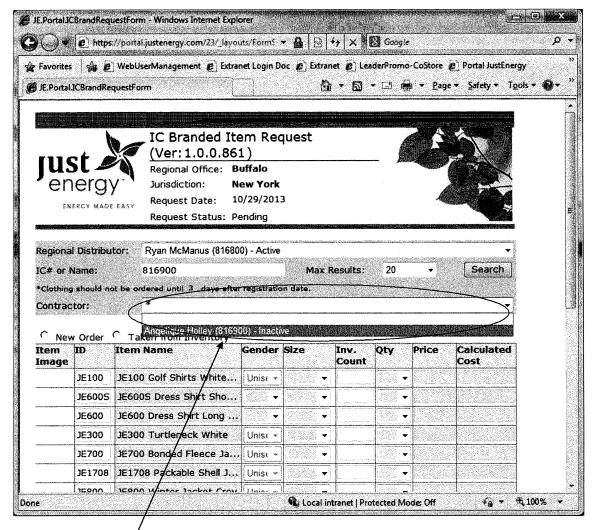
Ensure that your office is appearing in the drop down menu beside the "Create new request in office" field and then click on the "Go" button.





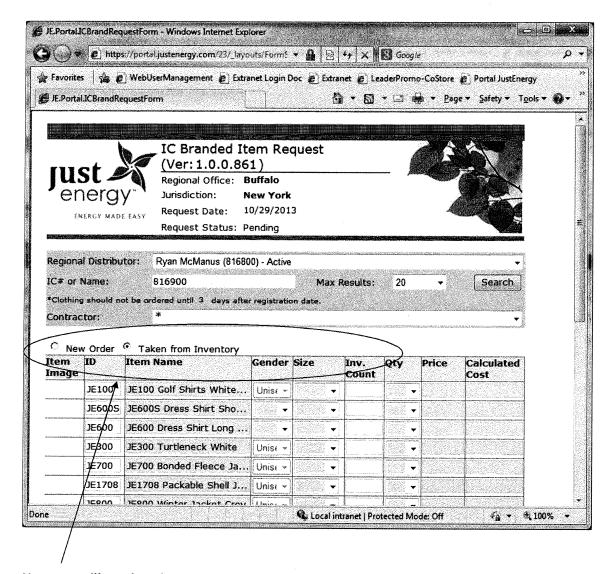
Choose the Regional Distributor from the first drop down menu





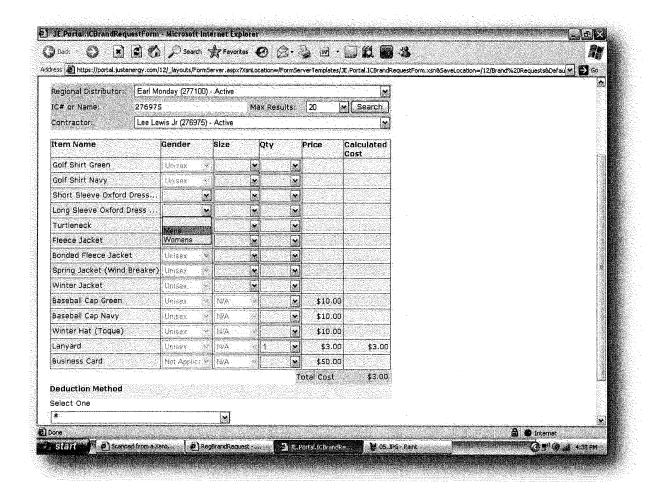
On the second line, you can input either the Contractor's name or number to search the system. Click on the "Search" button, once you have entered the name or number.





Next you will need to choose between 'New Order' and 'Taken from Inventory'. Currently we do not have separate process for the two options. Please choose 'Taken from Inventory' all times. Once we have implemented drop shipment process for premium items in the future, we will announce it, so the 'New Order' option could be put in use.



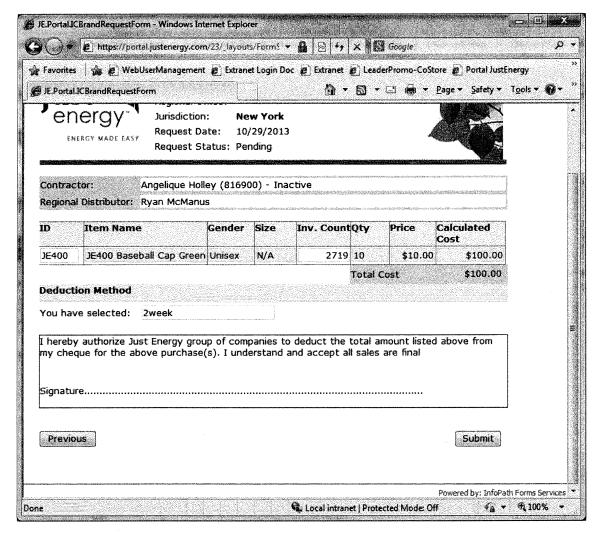


You can then go ahead and choose the Branded Items for your order. In order to complete your request, you would have to select the appropriate options from the drop down menus associated with what is being ordered. As shown above, you may be required to specify the whether the item is a men's or women's item, the size (XS- 4XL) and the quantity (number of items) you want. Once these options have been determined, the price will automatically be calculated for you and appear in the "Price" column. Once the Deduction Method option (at the bottom of the page) from the drop down menu has been chosen, the "Next" button will appear. Click on it to continue to the next page.

Please note that you are only required to fill out the boxes for items you wish to order. Also, sizes 3XL to 4XL are not maintained regularly in our inventory and can take a couple of weeks to process requests for these sizes.



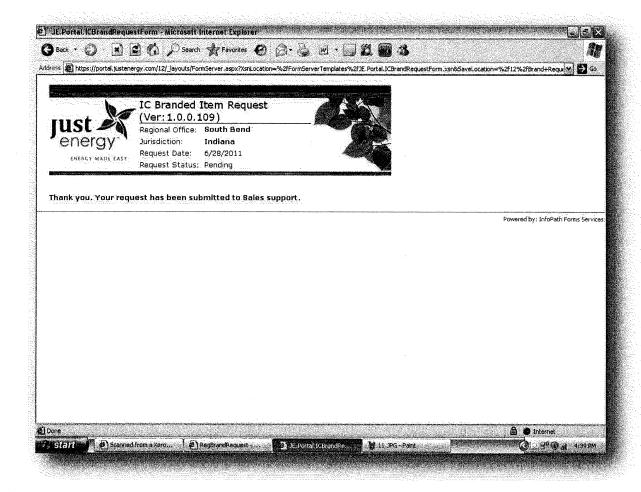
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This page reviews and acknowledges your order in full. Please print out this page, and have the Contractor sign it, to give us authorization to collect payment from Contractor's payroll.

Before continuing you are required to print the page, have the Contractor sign it. And keep the signed copy in the office for at least one year, in case the Contractors dispute the deductions in the future.





As shown below, this page will come up once you have completed the process and your order has been sent to Sales Operations.



Ordering Business Cards

Business cards for the individuals within your office can be ordered using this simple three step process. The Office Administrator/Recruiter would need to place the business card order via Habour Printing at http://www.harbourprinting.com/je/. Once this has been completed, the request should be logged via the extranet using the "IC Branded Items Request" option after which copies of the deduction forms should be emailed to Sales Operations.

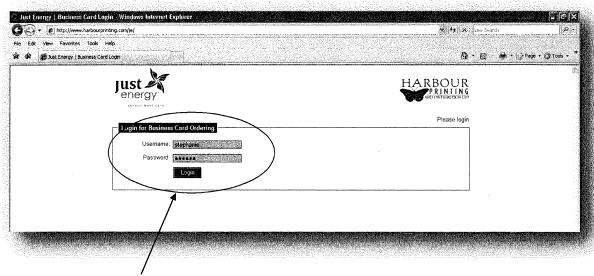
Please note that your online request will not be processed or approved without the deduction form being submitted to Sales Operations. Also, please allow for approximately 5 to 10 business days (after your request has been approved) for the cards to arrive.

If you are attempting to place an order for Commerce Energy business cards, please email the request to Sales Operations via the salessupport@justenergy.com email address (as the Commerce Energy Brand requests would need to be processed by the Sales Operations Team).

Should you have any questions or concerns regarding the business cards, **DO NOT** contact the vendor directly. Your inquiries should be sent to Sales Operations who will be able to address the concerns.

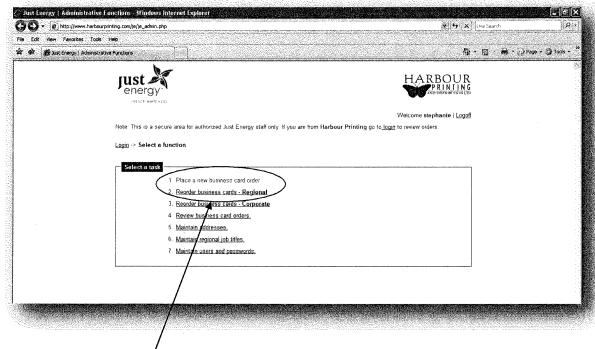


Ordering Business Cards step-by-step Process



First go to http://www.harbourprinting.com/je/ which will bring you to the login page for the Habour Printing site where you will enter your username and password. Once your username and password have been entered, click the "Login" button. Please note that your username and password will be provided to you by Sales Operations.

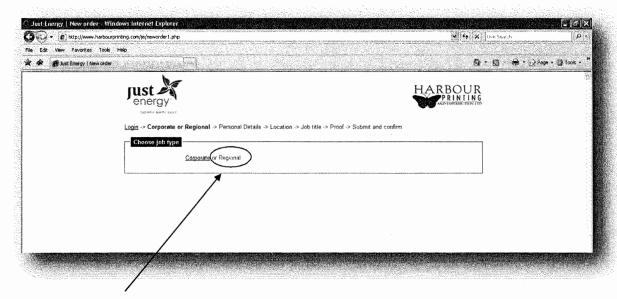




Once you have logged in, you will be presented with the option to order business cards. Select "Place a new Business card order" to begin the process for placing your new business card order.

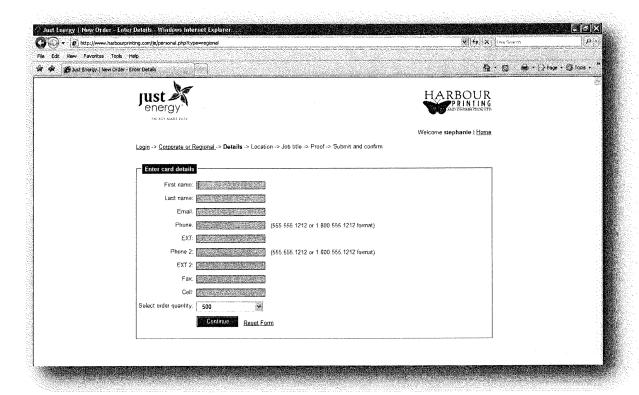
In the event that you wish to reorder cards, please select the "Reorder business cards – Regional". From this option, you should be able to enter the name of the person who needs their cards and place the reorder request.





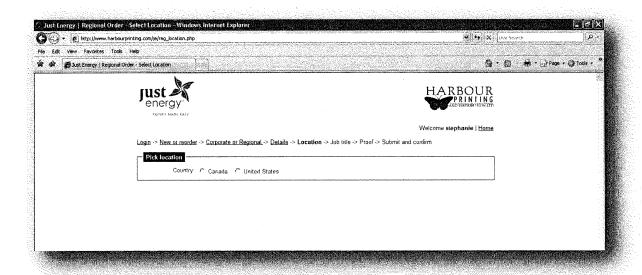
Select the "Regional" option in order to create a business card request for your office. If you select the "Corporate" option, it will not populate any information related to your office as that option is only available for employees working at Head Office.



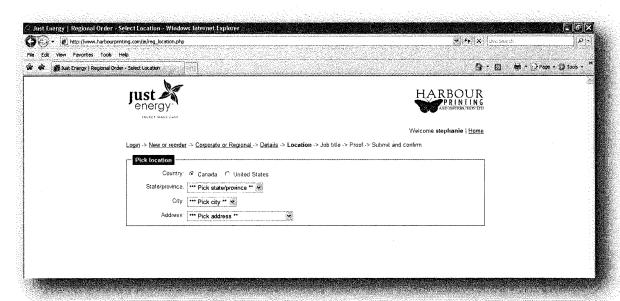


On this screen, you will be able to enter the information that is to appear on the business cards. Please ensure that everything you enter into this section is accurate as that will be what is reflected on the card. Once you have filled out all of the relevant information, click the "Continue" button.





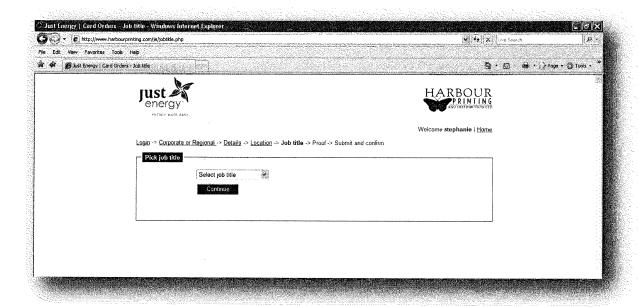
From the "Location" page, you will need to select the country that your office is located (i.e. Canada or United States)



Once your country has been selected, you would then select the appropriate options from the drop down lists that will become available.

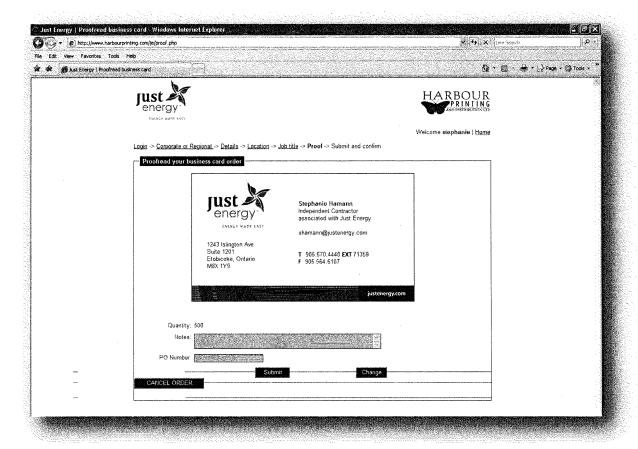


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From the drop down list, you will be able to select the appropriate job title for the individual whose business cards are being requested. Once this has been selected, click the "Continue" button.

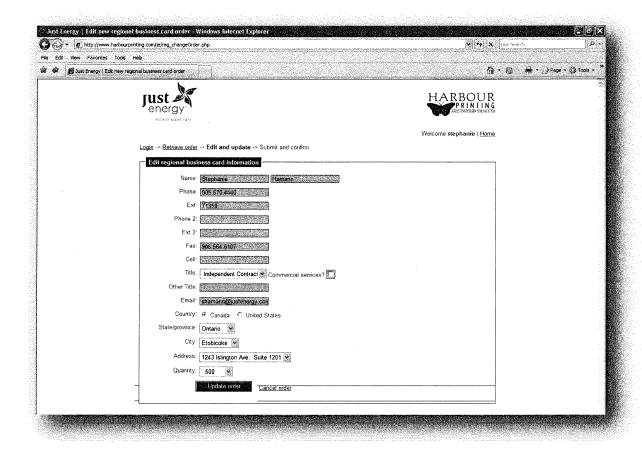




After all of the information has been entered into the system, a preview of the business card will become available for you to review. It is important to double check that all of the information entered is accurate and displayed on the proof. If everything is correct, click the "Submit" button to have your request submitted for final approval and to have the cards printed.

If there are any corrections that need to be made prior to submitting the request for final approval, click the "Change" button which will send you to the screen where the information can be edited.





Any changes to the business card request can be made on this page which, once completed, will allow you to update the order with the changes which you have made. Once you have clicked the "Update Order" button, you will be brought back to the preview page at which point you will be able to submit the request for final approval.

Please note, if you click the "Cancel Order" button, your request will be cancelled.



Paperwork Request/Orders

Agreement/ Acknowledgement Forms (certain markets)/ Brochures are required by each office in order to write deals. Head Office provides all necessary Agreement/ Acknowledgement Forms and associated Brochures.

Maintaining adequate inventory without excess is the responsibility of each office. Head Office will work with the Regional Office to help determine what and how much is needed.

Regional offices are required to email Sales Operations (salessupport@justenergy.com) the Regional Office Agreement and Marketing Material Order Form detailing which types of paperwork they require.

The Sales Operations department will then process this request and the paperwork order will be sent directly from the printer.

It is important to note that paperwork requests may take longer, depending on the market. A good rule of thumb is to make an order when you are down to two (2) weeks of inventory to ensure sufficient ordering time



Placing a Paperwork Order

As mentioned earlier, it is the responsibility of the office to ensure that an adequate amount of paperwork is available and accessible to the Contractors. When the inventory begins to reach the level which is deemed "low", it is at this point that an order for additional paperwork be placed.

The ordering process includes an "Alert Level" which identifies how urgently your request will need to be addressed. The alert references "High", "Medium" or "Low". A High alert means your current inventory will expire within three (3) days. A Medium alert means your current inventory will expire within three (3) to seven (7) days and a Low alert means your current inventory will last beyond one week.

Inventory requests should be based on the "Run Rate" for an office. The run rate refers to the amount of a given product used in order to obtain a customer. Regional Offices generally use one agreement/acknowledgment form (if applicable) and brochure for every signed agreement. In other words, if your sales office is currently generating 1,000 sales per week, you would need to maintain an inventory level of 2,000 agreements and brochures to suffice you for the upcoming week.

Ideally Regional Office MUST maintain an inventory count of at least two weeks worth of marketing materials to ensure little disruption from a sales inventory level.

Further Examples

	Current	Current Inventory Count	Alert	Current	Alert Level
	Weekly Sales	of Agreements/	Level	Inventory Count	
	Production	Acknowledgment forms		of brochures	
Office X	1,000	2,000	Low	500	High
Office Y	1,000	1,000	Medium	1,000	Medium
Office Z	1,000	500	High	2,000	Low



Requests or an order for additional paperwork needs to be sent to the Sales Operations team via email at SalesSupport@justenergy.com using the "Regional Office Agreement and Marketing Material Order Form". Please note that the Order Forms are specific per market, as there are differences in the products that are available for each jurisdiction.

Each request must include the following (in order to have the request processed):

Type of Product (i.e. contract, brochure, acknowledgement form, etc...)

Type of customer the product relates to (i.e. SVC, MVC, LVC, etc...)

The full product code (found at the bottom of the required document)

The quantity needed of each piece (i.e. 250, 500, 1000, etc...).

 Please do not submit requests, for example, requesting "one (1) box of contracts" as this does not clearly distinguish what is needed.
 Requests of this nature will only result in delays as additional information will be requested.

Regional Offices will complete the Marketing Material Request Form email it to Sales Operations. Sales Operations will acknowledge the order by signing off on the form and sending it directly to our printing vendors and copying the regional office on the email.

The printing vendors will acknowledge the order and provide an estimated time of arrival on the order which will also include copying the Regional Office.

Regional Offices are not to contact the printing vendors themselves. All inquiries are to be forwarded to Sales Operations.



Ordering Orientation Manuals

You can place your order for orientation manuals by sending an email to the Sales Operations Department via the salessupport@justenergy.com email address. Please include the approximate number of manuals you will need in order to facilitate your office's needs.

Please monitor your inventory to ensure that your office is not caught shorthanded with respect to the orientation manuals and materials.



Ordering Office Supplies

Just Energy accommodates requests for basic office supplies which can be ordered through Staples/Corporate Express via www.eway.ca (Canada) or www.staplesadvantage.com (US). You will need a username and password to access the corporate account, so, please contact Sales Operations in the event that you do not have a login and they will be able to assist you with gaining access to the website.

Any orders for non Staples/Corporate Express branded supplies, besides the below listed items, will not be approved. However, if you require an item that is not on the approved list, please email Rosalba Gullo (rgullo@justenergy.com) for approval.

Approved Supplies

Clipboards

Dry Erase Markers

White Board Cleaner (spray)

Elastic Bands

Glue Sticks

Highlighters

Push Pins

Rubber Fingers

Writing Pads

Fold-back Clips

File Folders

Hanging File Folders

Pencils

Pens (should be Staples or Bic Brands)

Binders (price should not exceed \$3.50/binder)

Post It Notes (Staples Brand – only the standard yellow color will be approved)

Batteries

Paperclips

Scotch Tape

Staples



Stapler
Staple Remover
Packaging Tap
Correction Fluid/Tape/Pens
Copier Paper
Envelopes
Sheet Protectors

Please note that after you have placed your order via the e-way website, your order will be reviewed by Head Office. In the event that an unapproved item is listed on your order, it will be substituted or removed from the order but all the other items will be approved. All orders should be submitted no later than 3:00 PM (Eastern Standard Time) in order to have your request reviewed and processed that day. Your supplies should be received in your office approximately 24 to 48 hours after the order has been approved by Head Office.



Xerox Vendor Management

All Regional offices should have Xerox WorkCenter 5225 Black-and-White Multifunctional Printers set up in order to facilitate the needs of office (i.e. printing and scanning documents). There are a few offices that still have the Xerox WorkCenter Pro 128 model, and should continue to use this model until the contract on those models have expired. After which, those models will be replaced with the 5225 model.

As each Xerox machine is being leased by Just Energy, all maintenance and toner replacement/re-orders should be facilitated directly through Xerox. Please contact the service number appearing on your printer and provide the serial number, upon request, to have your concerns addressed.



The Issue Tracker



Issue Tracker

Just Energy strives to maintain open communication with Regional Offices and Contractors.

The Issue Tracker is a system that logs and documents all requests made by Contractors via their Office Administrators, Recruiters or Regional Distributors. The "Issue Tracker" can be used to submit Advance Requests or Commission Inquiries. Please note that Business Card requests should be done using the "IC Branded Items Request" option rather than via the Issue Tracker.

The Issue Tracker System is much improved from the previous system in that now Regional offices receive immediate acknowledgement of their request as well as are kept up to date regarding the request's processing through a new ongoing thread format.

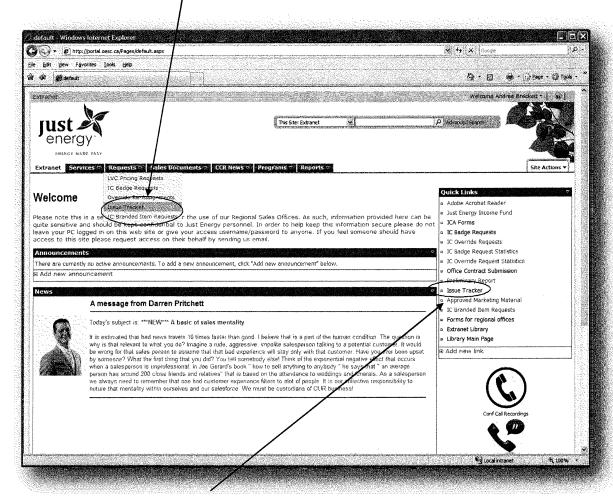
As most inquiries can be responded to and dealt with in a timely manner, some may be more complicated and may require further investigation; thus, take longer to process. For instance, some requests or inquiries may be re-directed to different departments before the request can be responded to as "Completed".

With respect to Advance Requests that have been processed, they will either be "Approved" or "Rejected". Whereas, for Commission Inquiries, once addressed, they will be classified as "Completed. If a request does not provide sufficient information regarding the said issue, it will be sent back as 'Incomplete,' and will thus be required to be re-sent with more information.



Accessing the "Issue Tracker"

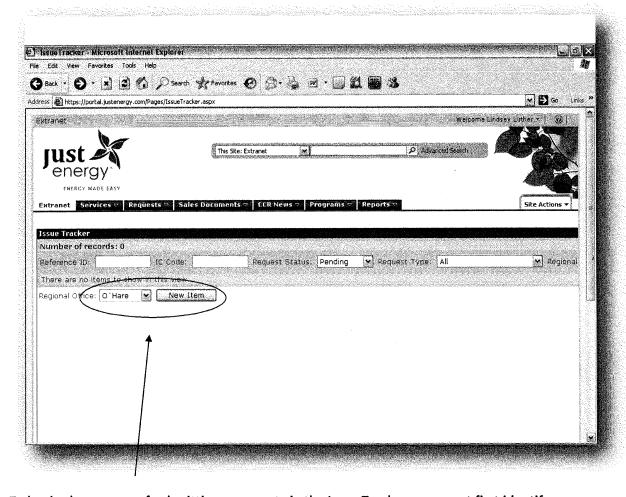
- 1. To access the "Issue Tracker on the extranet, you would need to sign into the Extranet https://portal.justenergy.com
- 2. Once at the Just Energy Extranet Home Page, select the 'Request' tab and select the "Issue Tracker" option



Also, you can use the "Issue Tracker" hyperlink in the "Quick Links" section, on the right hand side of the page, to access the Issue Tracker.

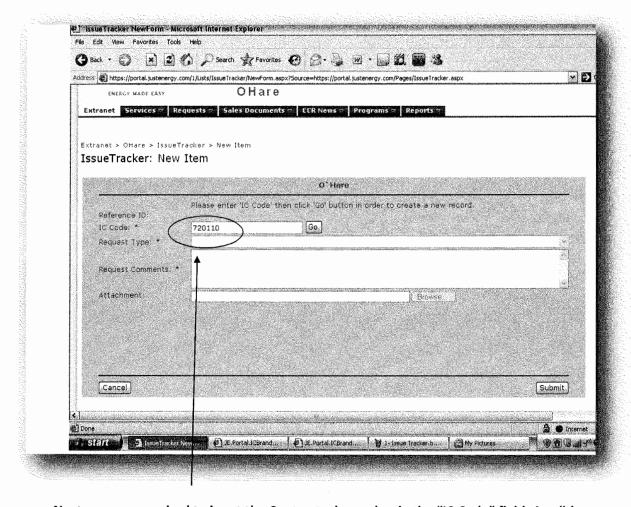


Issue Tracker step-by-step Process



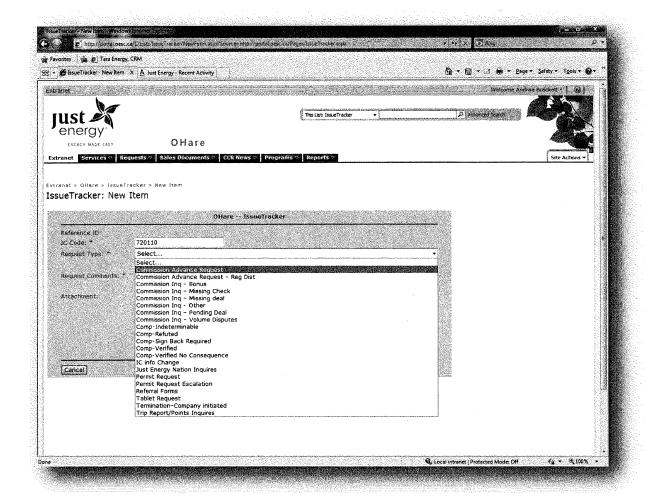
To begin the process of submitting a request via the Issue Tracker, you must first identify your Regional Office from the given drop down menu. Once chosen, then click 'New Item' to continue.





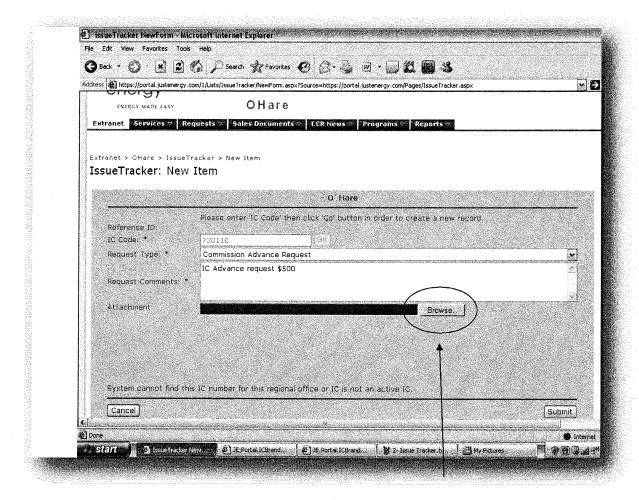
Next, you are required to input the Contractor's number in the "IC Code" field. A valid Contractor number must be given for the process to continue further. Once you have entered the number, click 'Go'.





From the drop-down list choose the type of request that is to be submitted. Please note that some of the options are not to be used by the regional office and are strictly for use by Head office (i.e. Comp-Indeterminable; Comp-Refuted; Comp-Sign Back Required; Comp-Verified; Comp-Verified No Consequence; Termination-Company Initiated). For the following example, we have chosen to simulate the upload of an Advance Request.



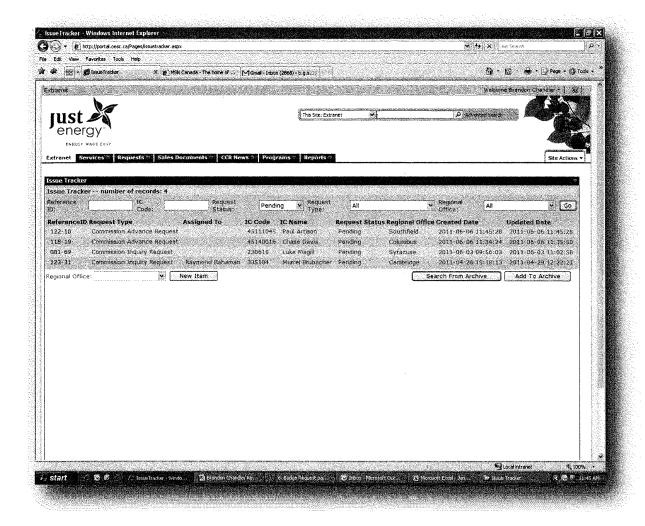


After the Contractor's number has been verified, you must then specify whether you are filling out an Advance Request or Commission Inquiry from the 'Request Type' drop down menu. Then in Request Comments, give further details about your request or inquiry. For example as shown above, the comment specifies an advance of \$500. The IC Code, Request Type and Request Comments are all seen as mandatory information and must be filled out. Supporting documents for your request can be attached by clicking "Browse". Once done, you can click 'Submit'.

Please note for Advance Requests, you must attach the "Commission Advance Request Form" for the request will be sent back as "Incomplete".



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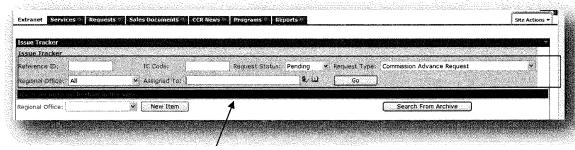


After completing the process, you will be brought back to the main Issue Tracker page of the Extranet.



Searching the Issue Tracker

Each request submitted on the Issue Tracker is assigned as unique Reference ID which will allow the Issue to be tracked and reviewed at any time. Once a request has been reviewed/addressed and the status has been updated, it will no longer be in a "Pending" status; so, you may have to use some of the other search functions available to review what has occurred with the request.



You can make your search requests using the following options:

Reference ID: This is the unique code given to that specific issue that was created (far left column and appears as a blue hyperlink on the Issue Tracker homepage).

IC Code: This the Contractor's badge number

Request Status: You can search for any request that would fall under that Status (i.e.

Approved, Rejected, Incomplete, Pending, Completed, Cancelled)

Request Type: You can search for any request from the list of options provided

Regional Office: If you have access to more than one Regional office, you can search for requests submitted for a specific office.

Assigned To: This field is defaulted for the regional offices to have the request go to Sales Operations.

Tip: Check you "Request Status" and "Request Type" options to make sure that you have the correct search options selected. If you are searching for a request that has been "Approved" and your request status is set to "Pending" the search will come back as no record found.



Handling Non-Solicitation Requests



Handling Non-Solicitation Requests

On occasion, customers who have been in contact with a contractor or Just Energy may request not to be solicited by Just Energy or any representatives Just Energy. It is imperative that we honour these requests and do our due diligence with respect to being compliant.

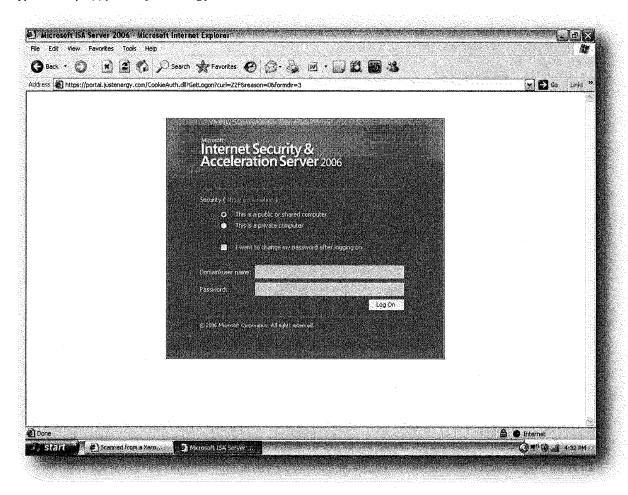
Just Energy has a process in place to facilitate these types of requests when they are requested either from the customer directly or by a third party acting on the behalf (and at the request) of the customer.

The "Do Not Solicit" list is available for every jurisdiction and is constantly being updated by Just Energy. In the event that a request for non-solicitation is received in the regional office from a Customer, that request must be added to the "Do Not Solicit" which is available on the Extranet. Also, the "Do Not Solicit" list can be viewed on the Extranet, to confirm that a customer is present on the list and that Just Energy is abiding by the customer's request.



Entering Non-Solicitation Requests step-by-step process

Type in https://portal.justenergy.com



Log in using your user name and password assigned to you by Sales Operations. If in the event that your password is not working, please contact your RSM or Sales Operations.



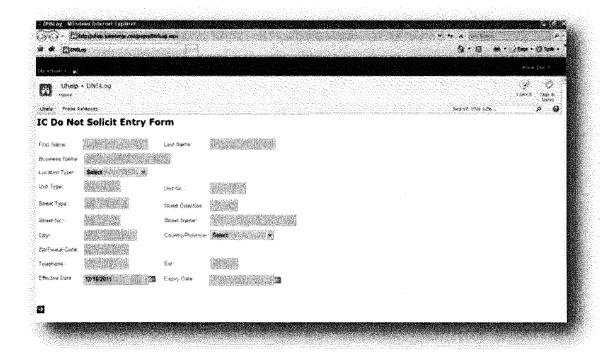


Once you have logged in, go o the "Services" tab on the top menu and choose the "IC Do Not Solicit Page" option.

After you have selected this option, you will be asked to log in again to this secured page.

When the login screen appears, you will need to enter your username and password using the "OESCCA" server. Please note that this is the same log in you use to access your email. Example: The username for "John Smith" would need to appear as "OESCCA\jsmith".





Once you have entered your username and password and logged in, you will be brought to the "IC Do Not Solicit Form". You would need to fill out all of the required information in order to have the entry saved and submitted. Please note that all required fields are marked with a *.

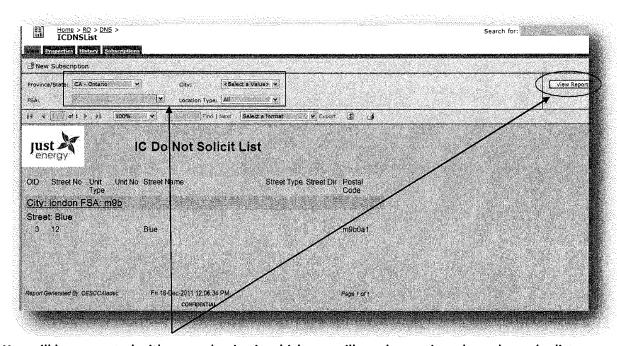
Once completed, click the 💆 button to submit entry.



Viewing Non-Solicitation Reports



From the Extranet welcome page, select the "Reports" tab and choose the "IC Do Not Solicit List" option.



You will be presented with a search criteria which you will need to set in order to have the list generated. Once you have selected the Province/State, City and Location type you are searching for, click the "View Report" button. Your list should be displayed on the screen once the report has been generated.



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Permit Requests and Tracking



Permit Requests

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.

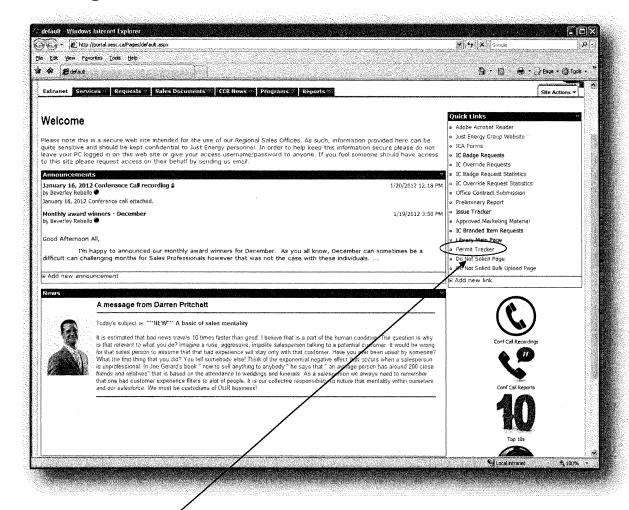
Just Energy has been known for its focus on helping individual success, thus Just Energy will continue to commit time and effort to support Regional Offices in their attempt in procuring said permits by providing backend support.

It is the responsibility of each Regional Office to track, obtain and market with permits required in any City, Municipality, and County (C.M.C). Just Energy's support will not cover the actual monetary amount that is required in obtaining specific permits. Just Energy's support will come in the process of obtaining the necessary information you will need in order to obtain permits.

If the Contractor is told the contrary by a municipal office, the Regional Office should update the Issue tracker. Sales will escalate the issue to our Regulatory Department to re-verify the requirements and update the Municipality Master Tracker.

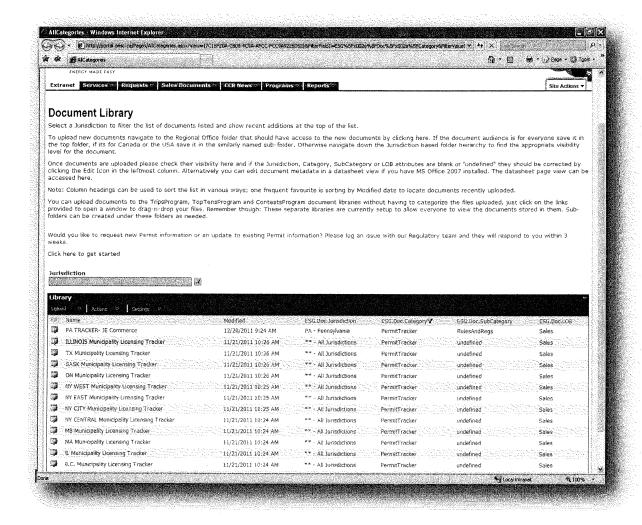


Accessing the Permit Tracker



The Permit tracker can be accessed on the extranet home page under the "Quick Links" option on the welcome page.





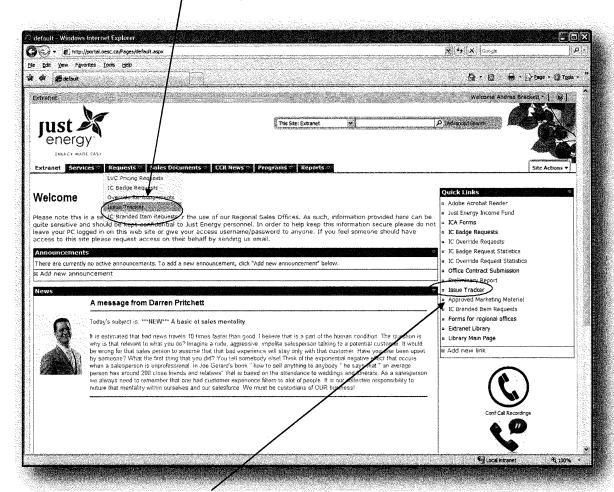
Once you have selected the link, it will take you to the Document Library page where the list of Permit trackers for Jurisdictions will be made available. Please your jurisdiction to view the list of the permit requirements for your area.



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Logging a Request for Permit Requirements

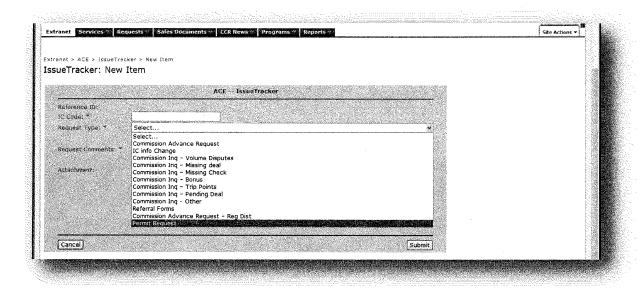
- 1. To access the "Issue Tracker on the extranet, you would need to sign into the Extranet https://portal.justenergy.com
- 2. Once at the Just Energy Extranet Home Page, select the 'Request' tab and select the "Issue Tracker" option



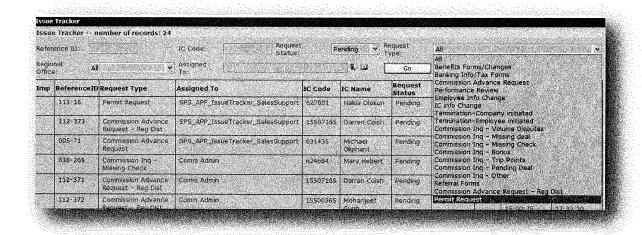
Also, you can use the "Issue Tracker" hyperlink in the "Quick Links" section, on the right hand side of the page, to access the Issue Tracker.



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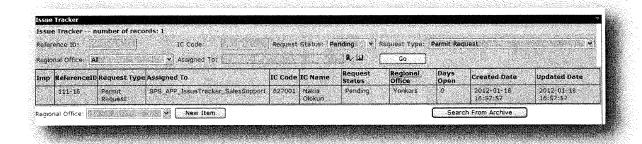


Once you have accessed the Issue Tracker, you will be able to log your Permit Request using the "Permit Request" option from the drop down list when creating a new Issue in the Issue Tracker.



Once you have entered all the pertinent information related to your request and have submitted it, the request can be viewed using the "Permit Request" option from the general drop down list to filter out all other requests.





From the list, you will be able to view your request and to see the responses have been provided.

Please note that the Permit Requests will automatically go to our Regulatory Department and that they will be the ones responding to the Request. It is important that your requests be clear and concise. If you need a permit for a specific municipality, be specific. General requests are not likely to provide you with the most accurate information.





Understanding Commissions and the Reports



Commissions Structure

Just Energy's Commissions consists of a multi-leveled commission's structure wherein commissions on agreements are rendered at different periods. Depending on the payroll structure that is in place for your jurisdiction, Contractors should receive their first commissions on a submitted/ approved agreement on the second or third payroll after the agreement has been submitted.

The Commissions structure is comprised of the following:

Initial Commissions
Reconciliation Commissions
Residual Commissions



Initial Commissions

Paid weekly for agreements submitted which have been approved for enrollment with JE two/ three weeks post submission.

The following markets are on a three (3) week commissions payroll structure:

- o Alberta
- o California
- o Georgia
- o Quebec
- Saskatchewan

The following markets are on a two (2) week commissions payroll structure:

- British Columbia
- o Illinois
- o Indiana
- o Manitoba
- Maryland
- Massachusetts
- Michigan
- New Jersey
- New York
- o Ohio
- o Ontario
- Pennsylvania
- o Texas

This means that the contractor should expect the commission to appear on their payroll report on the second or third payroll after the agreement was submitted for enrollment.



The designated Commissions payroll structure also allows the majority of utility rejects to be accounted for as well as the majority of agreements to be processed properly. Special circumstances may arise which may affect the occasional agreement; however, these are addressed quickly and generally result in the resolution of the issue by the time the following payroll report is run.



The Initial Commission Payroll Report is broken up into 3 sections:

1. Accepted Accounts

Agreement is reaffirmed/verified Credit approved (if applicable in market; TX, MA, IL, AB,CA), and Approved by the utility.

2. Pending Accounts

Pending approval/response from the utility
Has not yet been credit approved (if applicable; TX, MA, IL, AB,CA),
Invalid Information (incorrect account information – account number,
customer information, utility information)
Pending reaffirmation/verification

3. Rejected Accounts

Invalid account information,
Inactive account,
Already a customer,
Customer cancelled,
Failed credit (if applicable; TX, MA, IL, AB,CA).



Initial Commission Report

Com.Date Contract #	ndependent Contractor Name, Current Address						energy Independent Contrac Earnings Det										
Contract #	Name, Current Address	xxxxxx - Independent Contractor							heque	CD-XX							
8		Type FPRC			Pay Type	Options	RCE	Volume	Owing (cap)	Final Pay	Net Pay N H						
Accepted /	Accounts																
Gas																	
09-Jul-11 XXXXXX	CUSTOMER ONE, 58 HICKORY ST, ANY TOWN	N-RES-B-P CFXXXXXX	Y	N	INL		XXX	XXX	\$X.XX	N/A	\$X.XX						
	And the comment of the control of th	N-RES-G-P CFXXXXXX			INL		XXX	X	\$X.X)	N/A	\$X.XX						
09-Jul-11 XXXXXX	CUSTOMER TWO, 26262 N HICKORY AVE, ANY TOWN	N-RES-B-P ACXXXXXX	Y	N			XXX	XXX	\$X.X>	N/A	\$X.XX						
	niggi ngangangan daga	N-RES-G-P ACXXXXXX			INL		XXX	X	\$X.XX	N/A	\$X.XX						
09-Jul-11 XXXXXX	CUSTOMER THREE, 690 ASHBURN CT, ANY TOWN	N-RES-B-P ACXXXXXX		100	articles.		XXX	XXX	\$X.X)	N/A	\$X.XX						
09-Jul-11 XXXXXX	CUSTOMER FOUR, 608 BURDICK ST, ANY TOWN	N-RES-B-P ACXXXXXX	Υ	N	INL		XXX	XXX	\$X.XX	N/A	\$X.XX						
	iccts - Brown: 4 Green:	2				GAS Total	5.00		\$X.X)		\$X.XX						
Pending A	ccounts																
Gas		Acceptable Association			15.25			1.5.16.602									
02-Jul-11 XXXXXX Invalid Information	CUSTOMER FOUR, 59 HICKORY ST, ANY TOWN	N-RES-B-P ACXXXXXX	Y	N	INL		XXX	XXX	\$X.XX	N/A	\$X XX						
09-Jul-11	CUSTOMER FIVE: 708	N-RES-B-P	Υ	N	INL		xxx	XXX	\$X.X	N/A	\$X.XX						
XXXXXX Invalid Information	MCKINLEY AVE, ANY TOWN	ACXXXXXX		145					alman a								
GAS A	ccts - Brown : 2 Green :	0				GAS Total	2.00	~	\$0.00		\$0,00						
Rejected A	ccounts			-	************												
Gas					***************************************	***************************************					****						
	CUSTOMER SIX, 26249 N MAPLE AVE, ANY TOWN	N-RES-B-P ACXXXXXX	Y	N	INL		XXX	XXX	\$X.X	N/A	\$X.X)						
09-Jul-11	CUSTOMER SEVEN, 247 N MAPLE AVE, ANYTOWN	N-RES-B-P ACXXXXXX	N	N	INL		XXX	XXX	\$X.X>	N/A	\$X.XX						



Initial Commission Reports

Each weekly initial commission cheque will come with the following:

A cheque (if there is a positive amount to be paid),

A summary page of deductions/adjustments associated with the cheque will be attached to the cheque.

- A Contractor Earnings Details Report This is a detailed list of customers that are in an accepted, pending or rejected status and an explanation as to why the accounts are pending and/or rejected;
- A Contractor Commission Summary Report which is an overview of all accepted, pending and rejected agreements plus weekly bonus information.

Summary reports are also provided to Assistant Crew Coordinators, Crew Coordinators, Regional Distributors, Senior Regional Distributors, National Distributors and Senior National Distributors; outlining the individuals they are responsible for and the override commissions that they have received on each contractor (at their respective level).

Weekly Bonuses

Calculated based on predetermined approval thresholds, as set out in given market's commission table (please see your market's commission schedule at the back of the Independent Contractor Agreement (ICA) for additional information.



Reconciliation Commissions

Paid monthly for agreements that have been flowing for 60 days since the agreement was submitted by the Contractor and accepted for enrollment.

- This is an important and unique process with JE as this allows for commissions to be balanced out for agreements that may have experienced adjustments to the customer account during the first 60 days of flowing on JE's program.
- Reconciliation payments are only issued to Contractors who are in an active and payable status within our system at the time the reconciliation report is run and generated in the system.
- Each month, Just Energy runs a Reconciliation Report. In addition, the Initial Commission is "clawed back" any time an initial payment has been made but the deal has been cancelled within the initial 60 days of being paid.

"Claw backs"

- If an initial payment is made on an agreement that does not get approved, that initial payment will be taken back ('claw back') at reconciliation.
- Please note that there are no "Bonuses" associated with the Reconciliation Report as this report is designed to reconcile the commission rendered to the Contractor on the initial payroll.



Residual Commissions

Paid only to active Contractors in good standing with the company, for agreements that successfully flow with Just Energy.

- Residual payments are earned by "Active Contractors" (defined below) in the amount indicated in the Commission's Schedule (attached to the Independent Contractor Agreement) per agreement that is still flowing on the anniversary date of the agreement.
- Residuals are paid by the end of the month following the month of the anniversary date of the agreement.
- An "Active Contractor" is a Contractor that:

has submitted agreements equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date;

has submitted agreements within the 30 day period prior to the residual payment date; and

has not provided services to any competitor of Just Energy or its affiliates during the eligibility period.

- Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
- Residuals are paid to the contractor on an annual basis appearing on the reconciliation commissions report for the month in which the customer's anniversary date is reflected in our system. Please note that the customer's account must also be flowing with JE in order for the residual commission to be issued.



Commission Cheques

Commission reports are run weekly and commission cheques are cut each Friday. The commission cheques are shipped on from Head Office on Fridays to arrive in each office for Monday morning.

- o In circumstances where holidays fall on a Monday or Friday, you will be notified by the Sales Department of the adjusted Commissions schedule and when the commission's bag is expected to arrive in the office.
- In circumstances where commission cheques are received early (either shipped early or picked up from Head Office), please note that they cheque CANNOT be cashed/deposited BEFORE the date that is on the cheque.

Cheques must be distributed to Contractors

- Regional offices should hold on to commission cheques for one month, if the contractor is not present to accept or receive it. At the end of each month, any unclaimed cheques are to be shipped to Head Office, to the Sales Operations Department, so that they may be mailed to the contractors' home.
- O Please note that the cheques which are returned to be mailed to a contractor's home will be sent to the last address we have on file. If a former contractor has contacted your office inquiring about any returned cheques, please verify their address to see if there have been any changes. If their address has changed, please advise Sales Operations of this, via email, so that the appropriate adjustments can be made.



o Returned cheques will first be applied to any owing balance that may be appearing on the Contractor's Bank with any remaining amounts then mailed to the address we have on file for the Contractor.



Paperless Commissions Portal



We are pleased to provide an online forum that allows the Independent Contractors to:

Review and learn more about their commission reports,

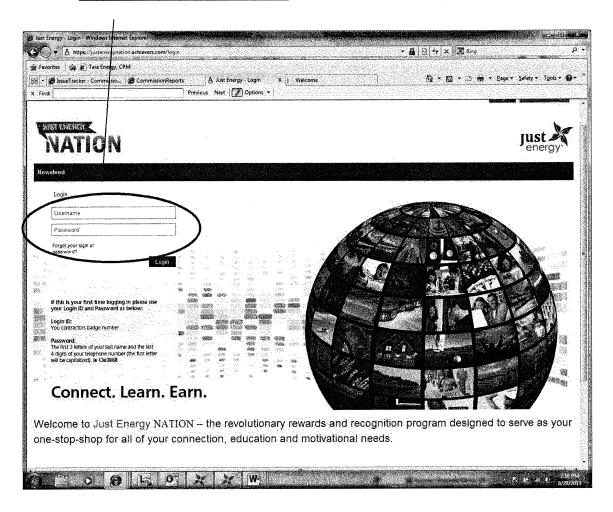
Access a glossary of terms and FAQs, which will be regularly updated to help them better understand their commission reports;

See a sample commission report that will help them understand the various sections and terms on a report.

In addition to providing them with support, the feature will allow Just Energy to significantly reduce its carbon footprint by eliminating the printing 15,000 to 20,000 commission reports every week.



1. To access the online payroll reports, please log in using your Just Energy Nation profile at https://justenergy.p2motivate.com.



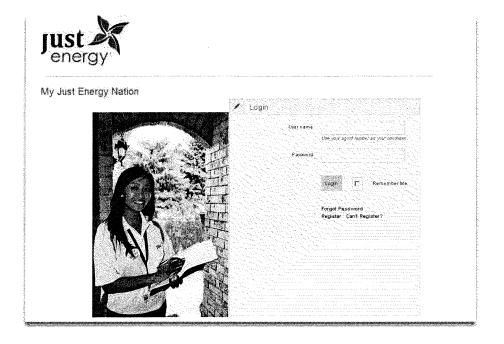


2. Once you are logged into Just Energy Nation, please click on the "Commissions" tab.



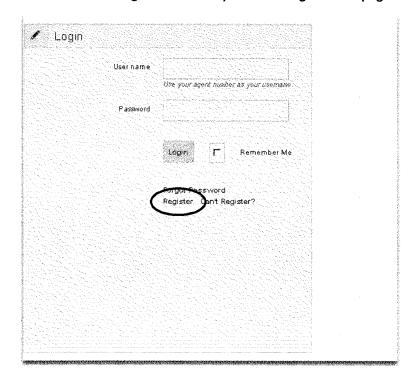


3. Once you have clicked on the Commissions tab, you will be redirected to the Just Energy Commission login page.



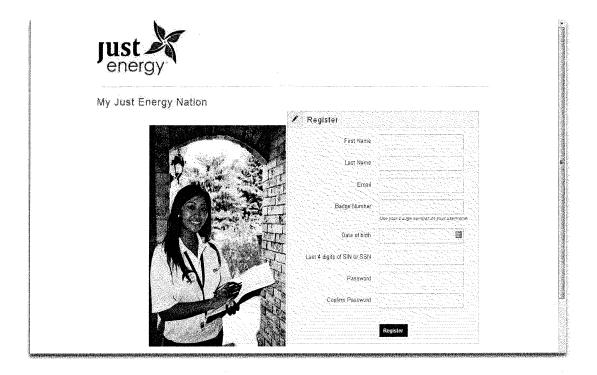


4. Please click on "Register" to take you to the registration page.





5. On the registration page, the following information is required:

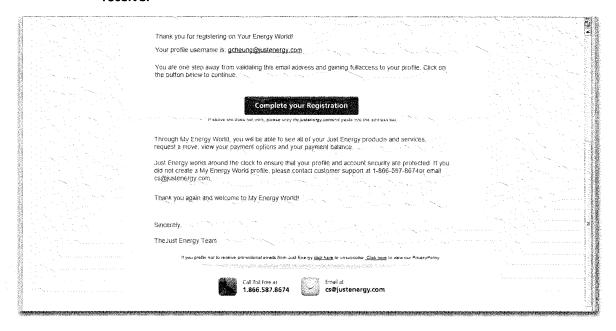


- a. First Name: enter your first name
- b. Last name: enter your last name
- c. Email address: enter the email address that you use and check regularly (your confirmation will be sent to the address you provided).
- d. Badge number (Just Energy Nation user ID)
- e. Date of birth: enter your date of birth (click on the calendar option to the right of the box)
- f. Last 4 digits of your Social Insurance Number (SIN Canada) or Social Security
 Number (SSN United States)
- g. Password: create a password that will be used to sign in each time you use the Commissions portal



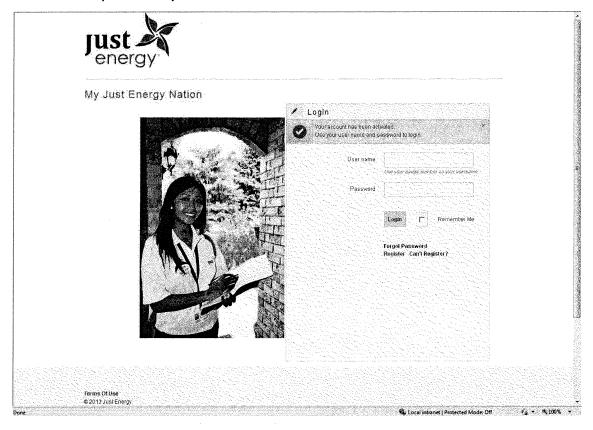
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- h. Confirm Password: this must match the password previously entered
- i. Once all of your information has been entered, click the "Register" button to continue.
- 6. Once the "Register" button has been clicked, a confirmation email will be sent to the address you provided, in the registration, to activate the account.
 - a. Please click on the "Complete your Registration" button in the email you receive.



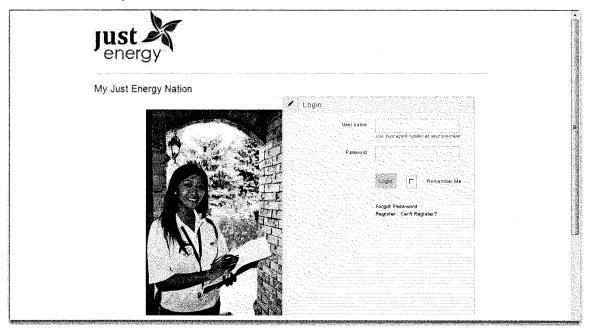


7. Upon clicking the "Complete your Registration" button, the registration process will be completed and your account will be activated.



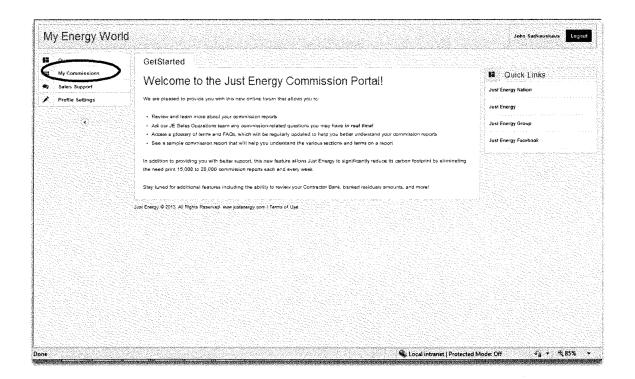


 Once on the login page, the Independent contractor will be required to log into the Commissions portal.



- a. Enter your "user name" which is your badge number
- b. Enter your password (which you provided during the registration process)
- c. Once those have been entered, click the "Login" button to continue, you will be taken to the "GetStarted" page.
- d. To view your commission reports, please click on "My Commissions" on the left hand side of the screen.



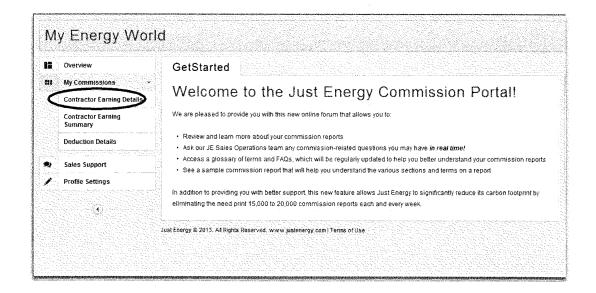




Contractor Earning Details Report

This is a detailed list of customers that are in an accepted, pending or rejected status and an explanation as to why the accounts are pending and/or rejected. The report identifies the customers who were signed on the program as well as the commissions which are to be paid on each eligible account.

1. Under the "My Commissions" section, click the "Contractor Earning Details" link to be taken to the report generator.

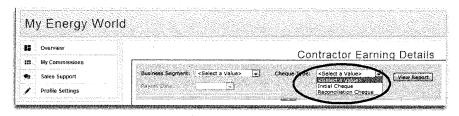




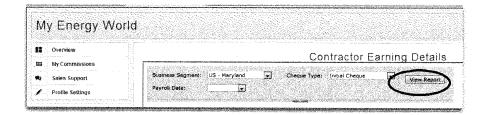
2. From the report generator, you will need to select the location (from the dropdown list) you are marketing in.



3. You will then select the type of report to review from the dropdown list. It will be an initial or reconciliation report.

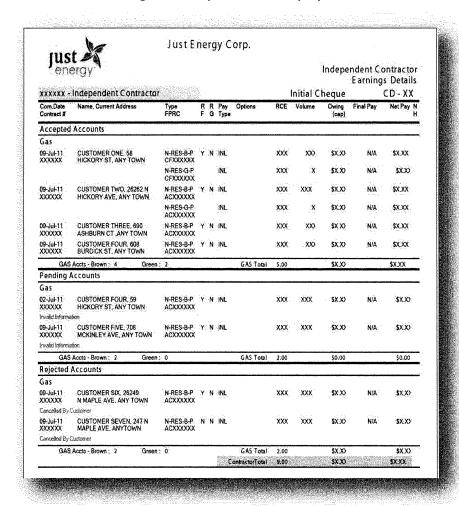


4. Select the payroll date and then click the "View Report" button.





5. The Contractor Earning Details report will be displayed on the screen.



6. The report can be saved as a PDF, Excel file, TIFF, etc., by using the "Export" option.

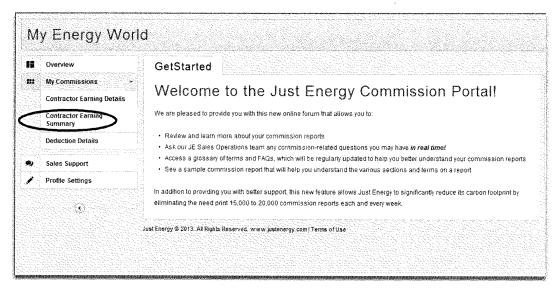


Contractor Earning Summary Report

The Contractor Earning Summary report provides an overview of all accepted, pending and rejected agreements along with the weekly bonus information.

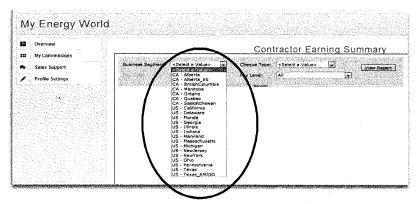
The Summary reports also show Assistant Crew Coordinators, Crew Coordinators, Regional Distributors, Senior Regional Distributors, National Distributors and Senior National Distributors and the individuals they are responsible for and the override commissions that they have received for each contractor (at their respective level).

1. Under the "My Commissions" section, click the "Contractor Earning Summary" link to be taken to the report generator.

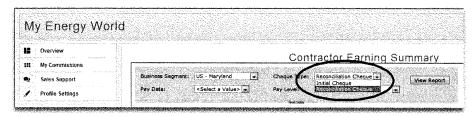




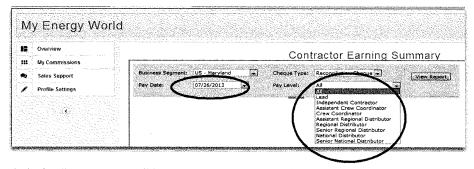
2. From the report generator, you will need to select the location (from the dropdown list) you are marketing in.



3. You will then select the type of report to review from the dropdown list. It will be an initial or reconciliation report.



4. Select the payroll date as well as the pay level



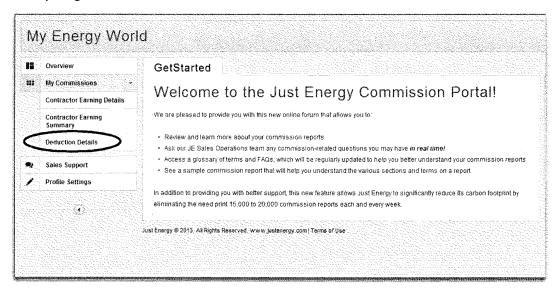
- 5. Click the "View Report" button to continue and have the Summary Report displayed on the screen.
- 6. The report can be saved as a PDF, Excel file, TIFF, etc., by using the "Export" option.



Deduction Details Report

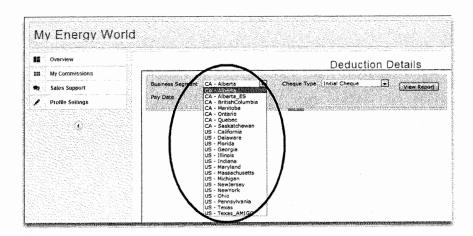
The Deduction Details report highlights the specific dollar amount of any adjustments that have been applied to that week's commission cheque. This would relate to any amounts which have been deducted as well as added to the cheque.

1. Under the "My Commissions" section, click the "Deduction Details" link to be taken to the report generator.



2. From the report generator, you will need to select the location (from the dropdown list) you are marketing in.

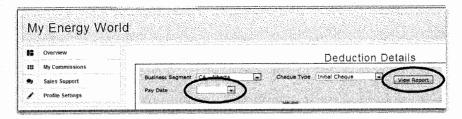




3. You will then select the type of report to review from the dropdown list. It will be an initial or reconciliation report.



4. Select the payroll date and then click the "View Report" button.

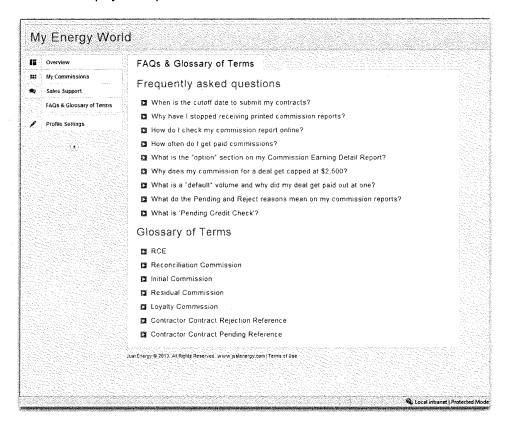


5. The report can be saved as a PDF, Excel file, TIFF, etc., by using the "Export" option.



Sales Support

The Sales Support link provides the FAQs and the Glossary of Terms which may be used on the payroll reports.



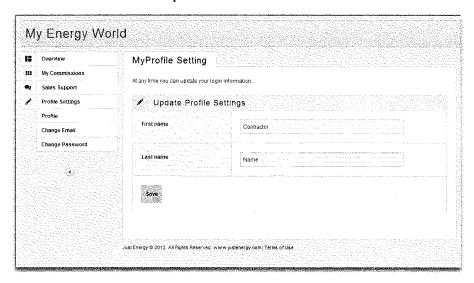


Profile Settings

Under the Profile Settings section, you will be able to make changes to your profile name, email address and password.

Profile: This option is used to make changes to your name and how is appears on the site,

1. Click the "Profile" option

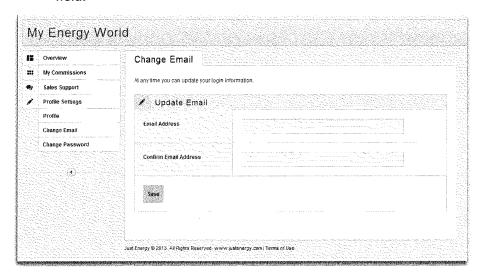


- 2. Update the name with the change that you would like to see.
- 3. Click the "Save" button to confirm the changes.



Change Email: This option allows you to change the email address associated with your profile.

1. Click the "Change Email" link and enter your new email address in the "Email Address" field.

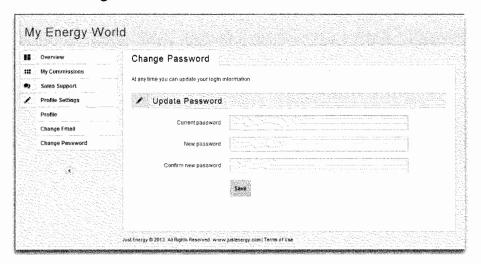


- 2. Re-enter the same email address in the "Confirm Email Address" field
- 3. Click the "Save" button to confirm the changes.



Change Password: This option allows you to change your password

1. Click the "Change Password" link



- 2. In the "Current Password" field, enter the password that you used to access the Commissions Portal
- 3. In the "New Password" field, enter your new password
- 4. Re-enter the new password in the "Confirm New Password" field
- 5. Click the "Save" button to confirm the changes.





Contractor Incentive Programs



Contractor Incentive Programs

Just Energy provides award incentive to top Contractors

Monthly Awards

 Contractors with the highest number of sales for residential gas, commercial gas, and electricity receive awards.

Superstar Awards

- Contractors with the highest number of sales for residential gas, commercial gas, and electricity receive the "Superstar Awards".
- Contractors will also receive cash bonus of up to \$10,000 each and will be invited to attend the Gala and Awards dinner celebration where they will be publicly recognized for their achievements.

Annual Awards

- Contractors with the highest number of sales for residential gas, commercial gas, and electricity receive awards.
- Contractors with lower complaints/ highest number of deals receive awards.
- The Pearson MacDonald Leadership Award This prestigious award is presented to Contractors who have demonstrated Sales excellence, professionalism, integrity and leadership.



Loyalty Awards

Just Energy pins are awarded to Contractors who have been with JE for 1, 3, 5 and 10 years of service.

Sales Excellence Awards

Just Energy custom Jewelry is awarded to Contractors with lifetime earnings of \$1 million, \$5 million, and \$10 million in commissions.



Sales Incentive Travel

Incentive Travel

Just Energy offers Contractors, as part of our Contractor Incentive package, the opportunity to experience "living the good life" on one of the Annual Gala Trips to exclusive destinations. These trips are awarded to Top Contractors and features

- Five star hotels
- Exotic locations
- o The JE Gala and Superstar Awards presentations

Trip Report

Trips are based on the agreements that are submitted and approved for enrollment. Points are awarded with respect to the type of agreement that is being submitted by the Contractor.

A trip report will be emailed to the Regional Offices weekly, outlining each Contractor's points so that you can track their progress for being awarded a trip.

Contractors who achieve a set number of points during a trip contest period are eligible for a trip.

Contractors who achieve more than double the number of qualifying points can invite a guest or receive cash compensation.

Past Trips

Las Vegas Sydney/ Fiji Barcelona

Costa Rica

Rome

Los Cabos

New Year's Eve Caribbean

Cruise

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Student Scholarship Program

Students are an important part of Just Energy's Sales force. As such, Just Energy offers scholarships to Contractors who are pursuing educational advancement and academic excellence.

In order to be eligible for a scholarship, Contractors must:

Complete a Student Scholarship Form (See appendix A) and fax it to the Marketing Department in May- July and,

Be a full time student at Post Secondary institution the following September

Meet the point thresholds associated with the approved agreements that they have submitted during the summer term.

Scholarship applications are reviewed in September and scholarships are awarded to those who qualify (based on the number of points earned throughout the summer).





Appendix



Α



2011 Scholarship Program Application (NY)

Email to salessupport@justenergy.com

By completing this application, I confirm my intention to enroll in Just Energy's Scholarship Program, which will allow me to accumulate Scholarship Points that can be redeemed for a one-time payment towards my education. I agree to the following Scholarship schedule and understand that Scholarship Points and Awards are non-transferable to any other Just Energy program, employee or Contractor.³

Applicant's signature	B		Date:	
Distributor's signature	e :		**************************************	***************************************
Scholarship Points Sc	hedule			
17 weeks 7,500 17 weeks 10,000 17 weeks 15,000	Award Award	Each Approved Residential Gas C Each Approved Residential Elect Each Approved Commercial Gas Each Approved Commercial Elect Each Approved Just Greenpos Un Each Approved Just Greenpower	ricity Customes = 40 Customer = 50 Poin tricity Customes = 40 id = 5 Points	Points/10,000/kWh ts/1,000 therms or Cc
Independent Contrac	to information			
Name				
Contractor 10%				
Start date:				**************************************
Educational Institution	on Information			
institution name			en debanantaskritiski sittestä variatyres varidatyres	ey zaza zonamentenete miliji i fakonete teks, filipe teksiya iyanete kalanisi inter
Student (0*:	<u> </u>			
Program enrolled in:				
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Goals				
Summer Goal(s):	to be put towards my co	arnScholarship Point ontinued education. In order to a Scholarship Points per week o	chieve this goal, I	
Educational Goal(s):				are very man and and an incident and an incide
Post-Education Goal(s):				



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This includes, but is not Smitted to, the first Energy incentive Trip Program. The Just Energy Scholorship Program is available to fair-time students only and may not be applied for by a parent on behalf of their child.

*Commercial Points will be discounted by the variable flate and Term selected by the customer at the same percentages as the Contractor commission.

³ Commercial Points will be discounsed by the variable flate and Term selected by the customer at the same percentages as the Contractor commission contract.

Just Energy Regional Operations Manual

В

MEMO

The purpose of this memo is to serve as a guideline as to which distribution lists various requests shouldbe addressed; to ensure that all the requests are being dealt with in a timely manner and by the correct department(s).

Salessupport@justenergy.com

Vacation Requests

Sick Notifications

Paperwork Requests

List of inactive contractors

Referral forms

Crew Coordinator Program forms

Email Address Request form

Address Change

Employment Verification Letters

Stop Payment Requests

Invoices

If in doubt send it to Sales Operations and we will advise accordingly

Extranet

New IC's badge requests (This feature is to be used for IC's that have never contracted for JE)

Advances Requests

Regional Distributor Advance forms

Commission Inquiries

Clothing orders/Business cards/ Commission deduction forms

RSM, Sales Operations

Resetting Extranet passwords

Trip Points

IC_Escalations@justenergy.com

Customer feedback forms

If you require any training on the extranet or have any questions/concerns, please feel free to contact us anytime.



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Just Energy Regional Operations Manual

Sales Operations Contacts:

Richard Teixeira – Director, Sales Operations 905.795.3554 (office) 416.399.5165 (cell)

Rosalba Gullo – Manager, Sales Operations 905.795.3555 (office) 416.452.4404 (cell)

Andrae Brackett - 905.670.4440 ext. 71216

Joseph Aiello - 905.670.4440 ext. 71336

Vince Wang - 905.670.4440 ext. 71422

Stephanie Hamann – 905.670.4440 ext. 71359

Rehanna Rahaman – 905.670.4440 ext. 71266

Beverley Rebello - 905.670.4440 ext. 71349

Carla Messiha - 905.670.4440 ext. 71314

Megan Taylor – Manager, Events & Incentives 905.795.3953 (office) 647.302. 6967 (cell)



C

IT Support

For anything related to your IT structure, Just Energy leverages a reliable IT Department to ensure that everything within your office works efficiently and productively with day-to-day support. The IT Service desk will be accepting calls to assist offices with their PC's and hardware needs. As not all offices have hardware that can be fully supported by our IT department, requests related to these products will be categorized as "best effort" and escalated in the event that additional assistance is needed.

As such, any IT issue should be referred to our IT Department. Their hours of operation are listed below, as are the phone numbers that they can be reached at. In addition, an email can be sent to the help desk and a member of that team will promptly respond back via email or with a phone call.

Hours of operation

Mon - Fri 8 am - 6 pm EST (Eastern Standard Time)

If your issue is URGENT Call the Service Desk phone number. Emails will not be monitored **after hours**; so a phone call is necessary if the issue is URGENT

Please call Service Desk phone number 1-866-593-8687

Direct Line #905-461-2707 or Toll Free #1-866-593-8687

The After Hours on Call Support line is monitored 6PM to 8AM weekdays and 24 hours a day on weekends and holidays.

URGENT Issues are those issues that affect system critical applications or affect more than 5 users.

IT Support Requests can be created and updated directly in the IT Support Self Service system OR

Email <u>IT-Support@justenergy.com</u> to create a **new Service Desk Express (SDE)** ticket for any technical issue.

If you are sending an **update** on an existing issue please email **Dist_IT_Operations** and reference your SDE ticket number.



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D

Head Office Reports

Head Office provides various reports to assist Regional

Reports that you will receive on a weekly basis are:

- Weekly Conference Call Summary (emailed)
- Earnings Reports (available on the commissions portal)
- No Solicitation List (accessible via the extranet)
- Trip Report (emailed)

See Sales Incentive Travel section for more information

Top Ten Reports (emailed)

Conference Call Summary

After the Monday morning conference call, a summary of that week's discussion will be sent to you

The Conference Call summary shows; reported agreements by office, as well as the accuracy of reported details from the conference call three weeks prior



This is Exhibit "27" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Welcome

Hello Just Energy Team Member. The following handbook will be your comprehensive guide to the functions and processes that you will employ on a daily basis within your regional office. We are excited that you have chosen to become a part of the Just Energy family and look forward to growing together.

This manual highlights the primary tasks that you will be expected to perform on a daily basis; however, there may be other items which are not covered in this manual that you may also perform. Nonetheless, you will have access to several resources that you can use to support you and your daily activities.

Feel free to reach out and access the extensive support system that Just Energy offers and the abundant resources which will aid you in accomplishing your goals and meeting the needs of your Regional office.

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The Company

Just Energy is a leading independent energy supplier with over 1.6 million electricity and natural gas customer accounts across the US and Canada. We are also the largest competitive green energy retailer in North America. With our green energy solutions, our customers can offset the negative impact their energy consumption has on the environment. Together we're making a cleaner, greener world.

Just Energy is proud to provide peace of mind and choice to homes and businesses. Our energy programs provide a customer with additional choices, rather than just what is offered by their current utility company.

Just Energy's business involves the sale of natural gas and electricity to residential and commercial customers. Just Energy is part of a group of companies that offer natural gas in Ontario, Manitoba, Alberta, Quebec, British Columbia, New York, Illinois, Indiana, Michigan, Ohio, Pennsylvania and California, and electricity in Ontario, Alberta, New York, Pennsylvania, Massachusetts and Texas. Just Energy is a subsidiary of Just Energy Group Inc. (TSX: JE). Moreover, the company has also consistently experienced double digit growth every year since its inception, another trend that is not expected to change.

The Extranet

The Extranet

What is it?

The Extranet is a web-based resource that was designed to aid the regional offices in submitting various requests, track submissions (agreements, badge requests, advance requests, commission inquiries, branded items requests) and interact with Head Office. This resource is one of the primary tools that are being used in the regional offices and Head Office for addressing the day to day administrative duties and queries that may arise.

Who has access to Extranet?

Access to the Extranet is granted to the Office Administrators, Recruiters, Regional Distributors, Senior Regional Distributors and National Distributors. Please note that there are some aspects of the Extranet that are restricted and only those who have been granted access to those areas are permitted to use them.

How do I access to the Extranet?

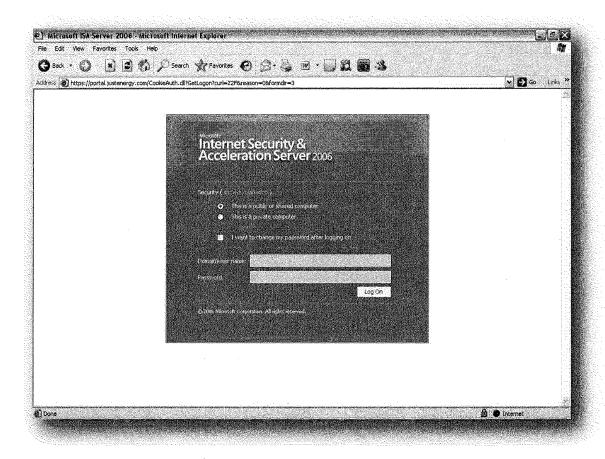
You will need to be set up with an Extranet profile, based on your regional office and your function. Extranet profiles are set up by Head Office and you would need to contact the Manager of the Sales Support Department or your Regional Sales Manager to have your profile set up.

I have my username and password, what do I do next?

Now that your profile has been set up, you need to open your web browser (i.e. Internet Explorer, Foxfire, Safari) and type in the following web address:

https://portal.justenergy.com

This will take you to the login page for the extranet.



Once you have entered your username and password, click the "Log On" button and you should be taken to the welcome page of the extranet. From the welcome page, you can proceed to processing whatever request you need to execute.

Contractor Badge Requests

Contractor Badges

- All Contractors are issued badges which identify them, to customers, as
 contractors of Just Energy; ensuring that there is no misrepresentation
 regarding which entity the contractor is representing and the purpose of
 their visit. The Contractors are required to display their Just Energy badges
 at all times, when they are in the field writing agreements.
- Contractors are NOT permitted to write agreements without having and wearing a Just Energy issued badge.
- Badges must be issued prior to new Contractors writing and submitting agreements. The process for receiving a badge is outlined in the "Badges" section.
- If a Contractor badge is lost or in poor repair, the Regional Office must notify the Sales Support Department using the appropriate distribution list address (noted below) for your jurisdiction:

DIST_NY_ICProcessing@justenergy.com
DIST_Ontario_ICProcessing@justenergy.com
DIST_Indiana_ICProcessing@justenergy.com
DIST_Texas_ICProcessing@justenergy.com
Dist_Illinois_ICProcessing@justenergy.com
DIST_Quebec_ICProcessing@justenergy.com
DIST_BC_ICProcessing@justenergy.com
DIST_Alberta_ICProcessing@justenergy.com
DIST_Manitoba_ICProcessing@justenergy.com
Email Sales Support for Ohio, Michigan. Massachusetts

 Badges are shipped to the regional office within 24 hours, after the request has been processed (as long as the orders are received before the cut-off time).

- Please note that all new and replacement badge requests must be received no later than **3:00 PM EST** to have the badge arrive in your office for the following business day.
- In the event that a Contractor loses their badge, there is a \$20 replacement charge that will be assessed to the Contractor to cover the cost of reissuing the badge.

Badge Request Preparation

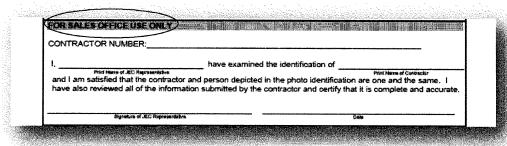
Filling out the ICA

- In order to complete the badging process, Contractors must also fill out and sign off on an Independent Contractor Agreement (ICA). The ICA is the agreement that the every Contractor must complete in order to market on the behalf of Just Energy. This document provides essential information related to the applicant that would be needed in order to complete the application to market for Just Energy. Also, it outlines what would be expected of our Contractors and the compensation/commission structure.
- A blank template of the Independent Contractor Agreement, for your region, can be found on the extranet under the section labeled "ICA Forms".
- As a rule of thumb, any section of the ICA that has a space for a signature must be signed by the appropriate person. Missing information or signatures will only result in the request not being processed and further delays into having badges issued.

Independent Contractor File Information Contractor Information (PLEASE PRINT CLEARLY) INDIVIDUAL NAME: Given Middle Surname (Last) NAME(S) COMMONLY USED (if applicable): SOCIAL INSURANCE NUMBER (required): BUSINESS NAME (if applicable): (The above information will not be applied unless accompanied by business registration doc CURRENT ADDRESS: No. Street Apt # City Province Postal Code	
INDIVIDUAL NAME: Given Middle Surname (Last) NAME(S) COMMONLY USED (if applicable): SOCIAL INSURANCE NUMBER (required): BUSINESS NAME (if applicable): (The above information will not be applied unless accompanied by business registration document ADDRESS: No. Street Apt #	
NAME(S) COMMONLY USED (if applicable): SOCIAL INSURANCE NUMBER (required): BUSINESS NAME (if applicable): (The above information will not be applied unless accompanied by business registration doc CURRENT ADDRESS: No. Street Apt #	
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BUSINESS NAME (if applicable): (The above information will not be applied unless accompanied by business registration document ADDRESS: No. Street Apt #	
CURRENT ADDRESS: No. Street Apt #	:uments.)
No. Street Apt #	
City Province Postal Code	
The state of the s	
TELEPHONE NUMBER: () CELL NUMBER: ()	
START DATE: IDENTIFICATION PROVIDED (No.):	
BUSINESS No. (if applicable): GST No. (if applicable):	************************
Additional information:	
Have you previously entered into an independent Contractor Agreement with Just Energy Corp., Just Ontario L.P., or any of its affiliates?	t Energy
Yes, my contractor number was No.	
Are you currently employed or do you currently contract for any other companies?	☐ No.
If you are currently employed or contract for any other companies, what is the name of the companies?	

• The Contractor must complete the "Contractor Information" and "Additional Information" sections on the first page of the ICA with all of their information. Missing information may result in delays in processing the request.

• As the Administrator, you would have to confirm that you have reviewed the Contractor's identification by signing and dating the section "For Sales Office Use Only".



- The request will not be processed if this section has not been signed and dated.
- Please note that the line referring to the "Contractor Number" is not a field that would be required to be completed (as the numbers are primarily assigned to Contractors through the extranet when they have been approved).

 The background consent form is one of the most important forms in the ICA. If this page is missing or incomplete, we will not be able to process the badge request and the individual will not be able to become a Contractor (marketing on the behalf of Just Energy).

Canadian Consent Form

ackCheck*					
Canadian Criminal Record Fo ensure accuracy, you must PRENT in order CAPITAL feature a		CONSENT			
PLEASE NOTE: The tollowing information and photocopies of identification are for identification the assembly of original record information for employment contractor screening purpose. Given Namesis: 9 https://doi.org/10.1001/j.com/10.1001/	res. Sank Check wis note all personal information confidential.	I consent to J signing below checking orga	(, I consent to informa-	Corp. ("JEMC") conducting ion being released to JEM	ig a criminal background check, and by IC, its Affiliates, and/or any background
Surrame: V Makes have & Other names used either had or propert, tycuping allege and restraines	Gender Female Cheel One M Majo	For purposes	of the background che	ck, my date of birth is:	(MM/DD/Year).
Place of Brith V	1191111	For purposes	of the background che	ck, my prior address was (d within the last 5 years):
Current Address. V		Prior Address	(please print clearly):	No. Street	Ant #
Current Adouest Continued V	Later Control Later Control				
Previous Address - 11 Has than 5 years ago: Y	<u> </u>	·	City	State	Zip Code
Preving Address Convoice V		l acknowledge	e and agree that:		
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Part Training that the Information is the Observation for Pursonal Information News you been convisted of a currents offende for which a particle has not been granted? News you been granted a conditional discharge within the past three (3) years?	☐196 ☐NO	Date of	Location of	Nature of Crime	Disposition of the Case
Flave you been granted an absolute discharge within the past year? If you have answered Yes to any of the above specificing, phase provide details to Otherne Date (yypyfromotic).	746 160 on ALL convictorie (attach additional pages if regulard): Location	Conviction	Conviction		
Designation: The evidence of a convision will not execute up to the configuration by evaluations to the configuration of the configurat	immer delevir de diferce d'immer le pour passion à air immigratif, de la dife souverning processis d'indices à primirali monor consiste lesse investigations au benard of avait Samega Comp. de la blacchique se son à mealaire qui certificat errore protect on senait ser- a scharendige d'el south records may include information notes primi de controller ser destant d'includege unit character entrover de boir America d'Auditions d'includes unit character d'en internation or its to boir America d'Auditions donn the seases of the internation or its for personation d'all may may and disparative in these commences to				
espositivation or provide signification on interpressant contractor busin Remark Corp. action is affi to provide records a fuel Remark Corp., notice the artifacts Publicationary, if there is a contraction, with first information arounded by invited it in this form act or Mail. In contract societies the provided acts in each local by terrorise in project memory to result or in programs information in the corp. agent upon my interest, see the purpose in accompanie with replacement of information and interest informacy care.	pticlisted by e Canadian Police Department suring this threetiquities of ny distributory or elegate.	i understand	that if I supply incom	ect, incomplete, or misle	ading information regarding my
Candidate Stynature: X	DMa: (yyyrkan:do)* 2 , 0 , 1 , 1 , 1	automatically contractor ag from consider	y disqualify me from greement. I also unde ation to provide service	consideration or terminat rstand that having convictions to JEMC. I agree that I is	e discretion and without notice, as any ongoing independent ons will not automatically disqualify me must inform JEMC if this information
Just Energy Corp. Internal Use Only. Please Fix little Form & a Copy of Pholo to to 1-6- Bing Manager: Y Email Results to: Y Phone Number: Y	66-313-3097 Faces by: Y Position Applied For, Y	changes, and	that failure to do so co	uld result in my agreement	with JEMC being terminated.
Rosalba Gollo skackland@ustonergy.com 505-670-4440 ext 4428	Ahne Hackland Independent Confractor	(signature)		(date)	
Location: Y	Services Requested: Y BCON Criminal Record Check				
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Correcto Caronteres Ca					
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US Consent Form

- For the Canadian Consent Form, the Consent form needs to be fully completed and contain the applicant's full name, signature, gender, date of birth, place of birth, current address and any previous addresses.
- For the US Consent Form, the date of birth, previous address and list of offenses the applicant has been convicted of (if applicable) must be completed.
- The form MUST be signed by the Contractor in order to have the background check done. If the Consent form is missing information or has not been signed, the badge request will not be processed and the request will be sent back to the office in order for the form to be completed and resubmitted.

Acceptable Identification

When submitting the completed ICA to Head Office, it should also include two (2) pieces of identification for the Contractor (please see the list of acceptable pieces of identification in the section below – "Acceptable Identification").

One of the two pieces of identification MUST be government issued, contain the applicant's full name, date of birth, signature and photo. This would be considered the primary piece of ID. Please keep in mind that if the Contractor does not have photo ID, they will not be able to market on the behalf of Just Energy; as we will be unable to process the background check. Please make clearly legible copies of the applicant's identification and attach those copies to the ICA before submitting them.

• List of Acceptable Valid Government Issued Photo Identification

Provincial/State Driver's License (front & back)

Health Card w/ photo (Canada)

Passport (handwritten passports will not be accepted)

Foreign Driver's License

Canadian/US Citizenship Card

Canadian Permanent Resident Card

Certificate of Indian Status

International Student Identity Card

Firearms Acquisition Certificate

Canadian National Institute of the Blind Identification Card

Military Family Identification Card

Expired ID's will not be accepted.

Independent Contractor Agreement Checklist

Contractor

The contractor's name has been filled out
The SIN (Canada) / SSN (US) is on the form
The current address is complete
Contact phone numbers have been provided
The "Additional Information" section has been filled out
The background consent form has been completed and signed
The Commission Schedule is attached
Two (2) pieces of government issued ID is attached

JEMC Representative

Names, date and signature completed in the "For Sales Office Use Only" section (front page of the ICA)

The "Witness" signatures have been affixed in the appropriate places throughout the ICA

All the pages of the ICA must be kept together in order to ensure that the ICA is complete. All the pages which outline the agreement have to be submitted to Head Office with the signed pages in order for the ICA to be deemed "complete". Incomplete ICA (missing pages or signatures) will not be processed.

Once everything has been completed and reviewed, the ICAs must be scanned and saved as a PDF. Each regional office should have scanning capability using their photocopier. Each ICA should be scanned separately and the file name should reflect the name of the person who is represented on the ICA (i.e. if the applicant's name is "John Smith", he should also have a PDF file named as "John Smith").

Badge Photos

In order to issue a badge to a Contractor, a photo of the Contractor is required to be submitted with the badge request. The photo should be taken in the Regional office and the file name (of the photo) renamed to reflect the name of the Contractor.

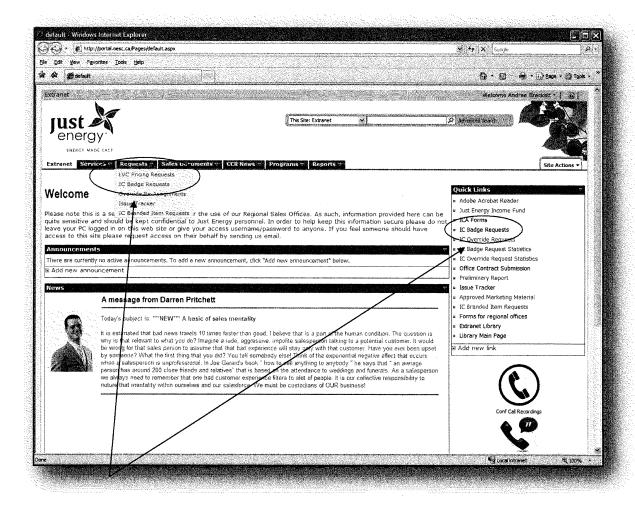
This is an important process as it not only documents that the Contractor was present in the Regional office but it provides Head Office with the means to issue the Contractor a badge.

Taking Pictures

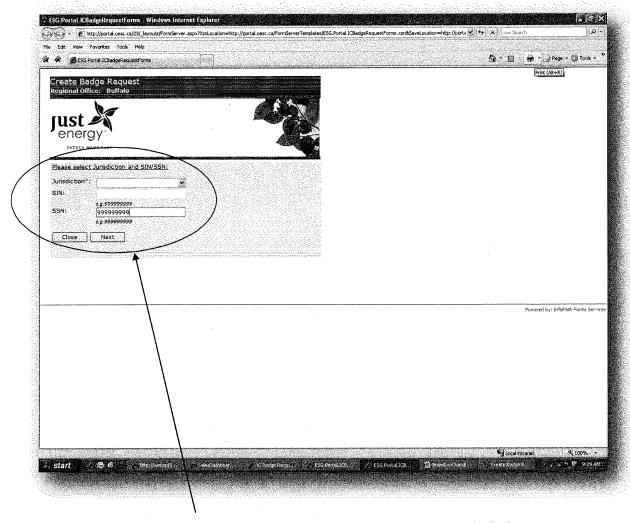
- Place the resolution on moderate setting for the camera to ensure the
 quality of the contractor's badge and the size of picture does not get too
 large to upload online. Please read your camera's instruction manual to
 determine what will provide the optimal results for your photos.
 - Please note that if the picture quality is set at its highest setting, the file size associated with the picture will also be large. If the file size is very large, it may not be able to be uploaded to the extranet.
- Use a neutral colour background when taking the pictures.
- The pictures must be saved as a .jpg and be to the badge request process, and properly named as the name of the IC

Badge Request step-by-step Process

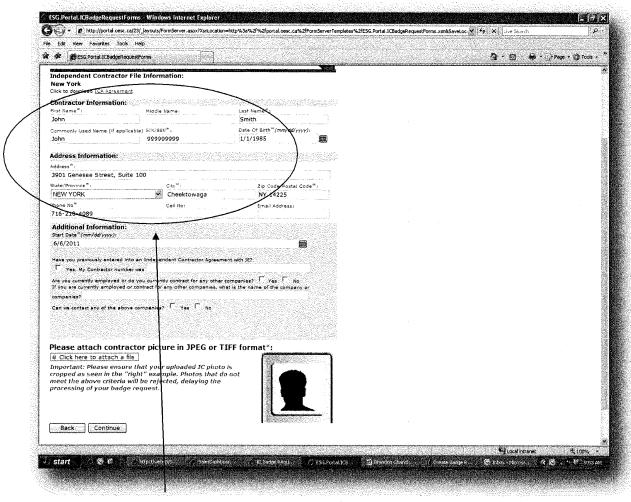
Login to the Extranet using this link: https://portal.justenergy.com



From the home page of extranet, you can access the Badge Request page by clicking the "IC Badge Requests" link under the "Quick Links" section or under the "Requests" tab.



When creating your Badge Request, you must first enter the Jurisdiction of which you are applying in, as well as Social Insurance Number (SIN) for Canada or Social Security Number (SSN) for the US (depending on which is applicable). Once you have entered the required information, you must click "Next" button to continue the process.

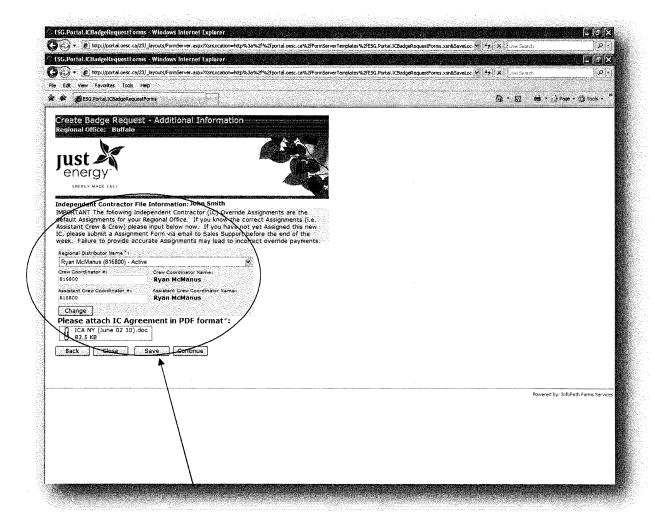


Next you must fill out the "Independent Contractor File Information" form with the applicant's information. Everything with a red star beside it is mandatory and must be filled out.

PLEASE NOTE: You must use the proper capitalizations when entering the applicant's information (i.e. "John Smith" rather than "JOHN SMITH or john smith") as the request will be rejected as "Incomplete" if the improper capitalizations are used.



Once you have filled out the required boxes, you are then required to attach a photo of the Contractor. In order to attach the file, click on the link "Click here to attach a file" and navigate to the folder where the photos were saved. (You will not have the option to crop the photo at this stage so please take the picture appropriately from your camera). Then press 'Continue'.



Next you must enter the name of your Regional Distributor, as well as the Crew Coordinator and Assistant Crew Coordinator's numbers respectively.

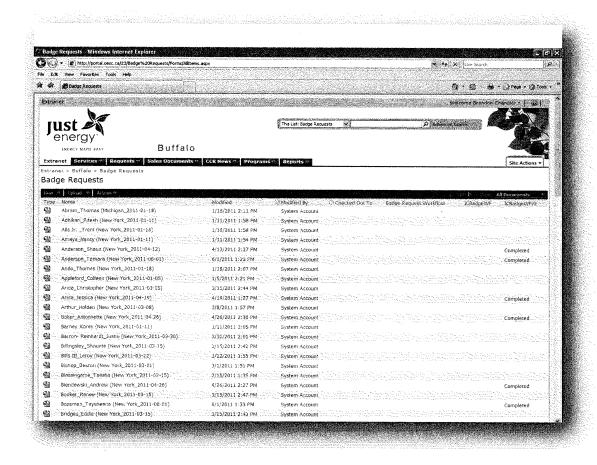
You then are also required to attach a copy of your filled out Independent Contractor Agreement. Click 'Click here to attach file' and navigate through the steps accordingly to attach the file in PDF format. You are now given an option to save and continue the process at a later time, or continue to finish the process now. `

Note: If you "Save" the file, your request will NOT be submitted go Head Office for approval but will remain in your drafts.



Upon continuing you are brought to the 'Complete Application' page, and are required to check mark the box which acknowledges your understanding of the process and then can click "Finish" to complete the application.

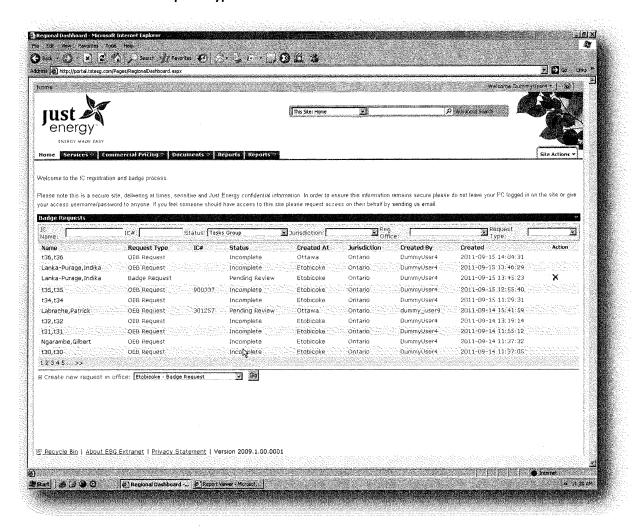
Again, if you "Save" the file, the request will not be submitted to Head Office for approval but will remain in your drafts until you access it again and submit it by clicking "Finish".



Once your request has been submitted, the file will appear on a list of badge requests that will reflect that the request is pending review with Head Office.

OEB Badge Request step-by-step Process (Ontario ONLY)

- 1) The regional user screen with default values, for Etobicoke office:
 - a. New Filter Request Type



- 2) Choose the badge Request option from the drop down list and click the Go button
- 3) Screen to add a regular badge to a user using a valid SIN (validated by the screen) will open

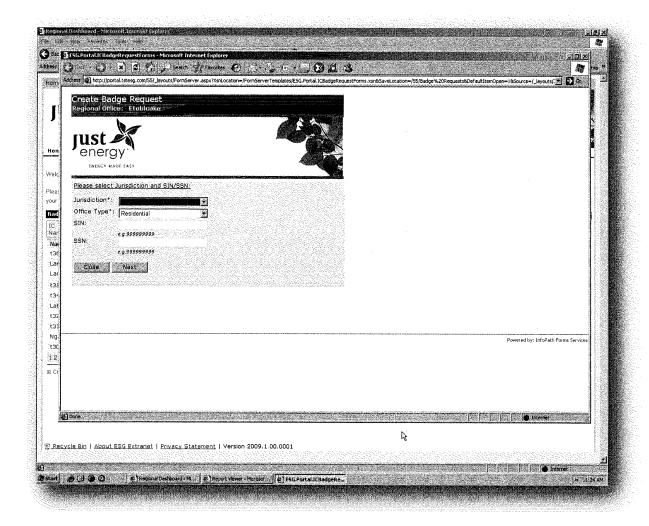
4) Fill in the fields as follows and click Next button:

Jurisdiction: Ontario

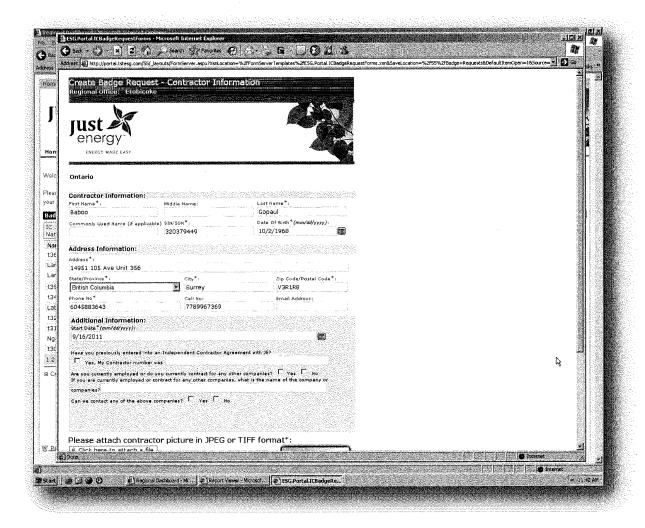
Office Type: Any from the list: Residential, Renewal, Commercial

SIN: valid SIN number

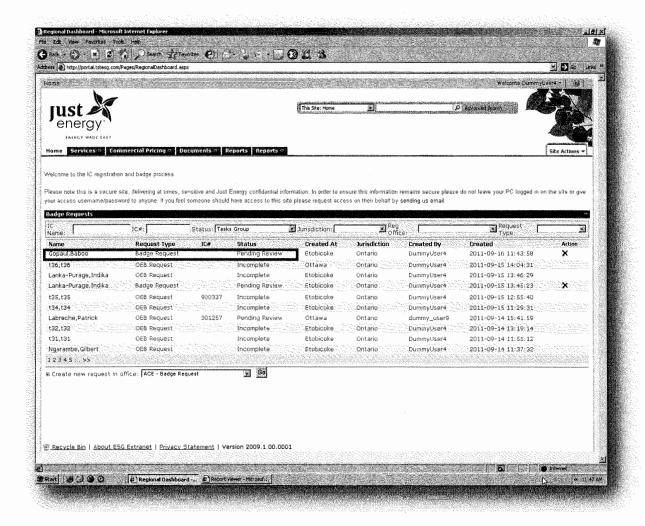
SSN: Not yet implemented in this release



5) Enter the appropriate agent information. If the agent already exists in the database, the form will be pre filled. Otherwise, you need to fill in the information and click Continue button



6) Continue with the badge creation until it's completed. The regional dash board is redisplayed with the new badge request with Pending Review status. Now it is ready to be approved by the Sales Support person.



7) Next initiate the OEB badge creation process by selecting OEB Badge Request and clicking Go. OEB Test Score Submission screen will open.

8) Fill the fields as follows and click Submit:

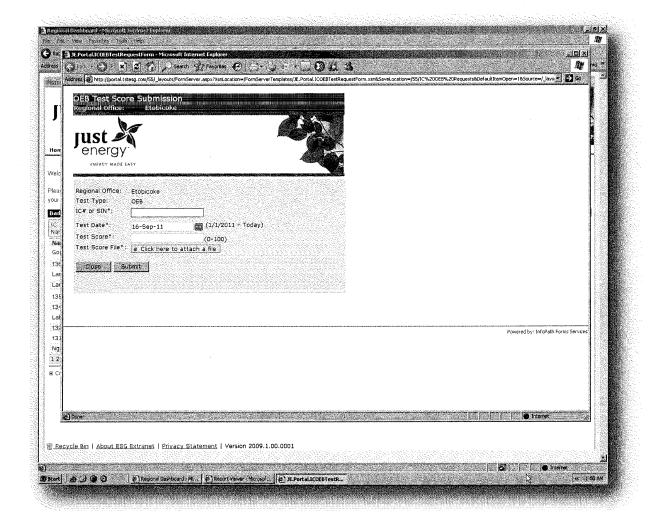
IC# or SIN: If the IC# is known use it. If IC# is not known use SIN of the agent to

whom the badge is to be created.

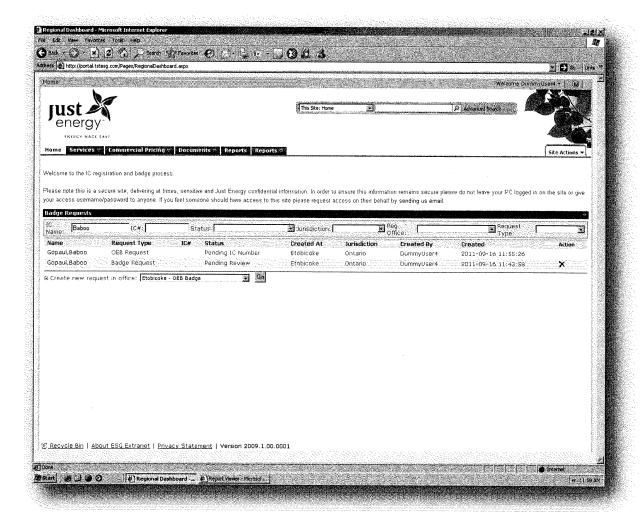
Test Date: Select a date

Test Score: Enter a score (80 and above is a pass score)

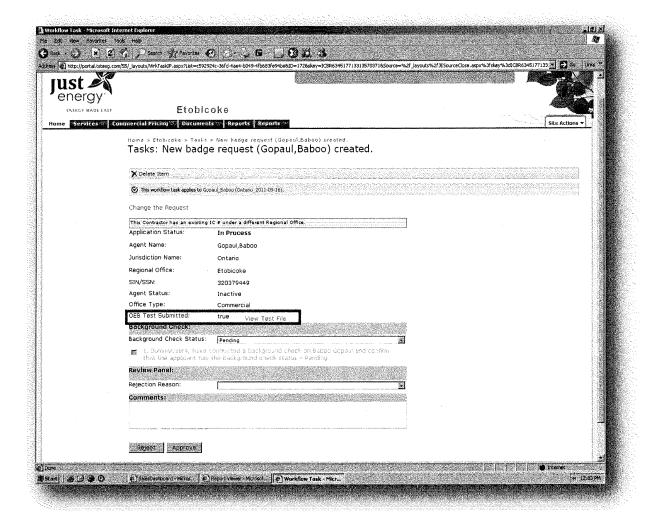
Test Score File: Attach the relevant image file of the test score/certification



9) The dashboard will be redisplayed (screenshot 6). The OEB badge request can be seen only by on demand (shown below, queried by name) and since there is no IC# yet it's in Pending IC Number status.



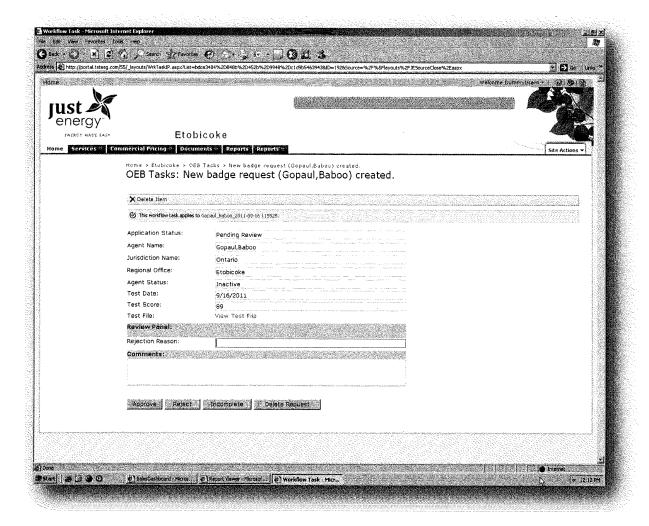
10) The sales support person can see the same (screenshot 8) with status link enabled. Click on the Pending Review link and initiate the approval process. The new field OEB Test Submitted: will show if pass/fail score is attached. Also, the test file can be viewed by clicking on the link View Test File.



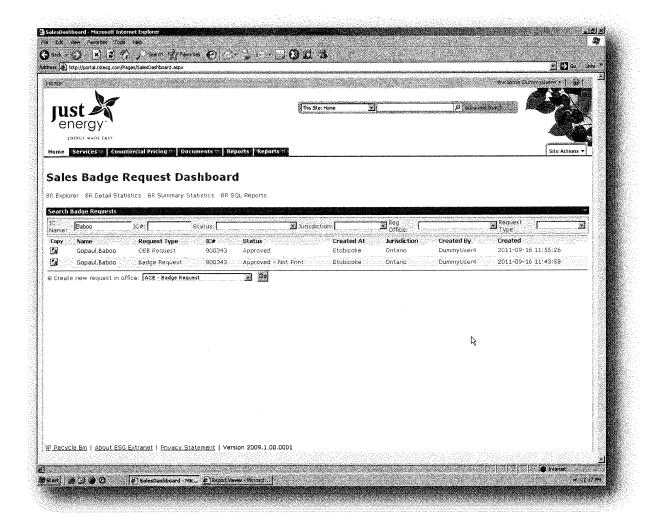
11) Fill in the rest of the information and click on Approve button.

12) Since, the OEB badge request is in pending status without IC# the OEB Tasks form will open automatically to action the OEB badge.

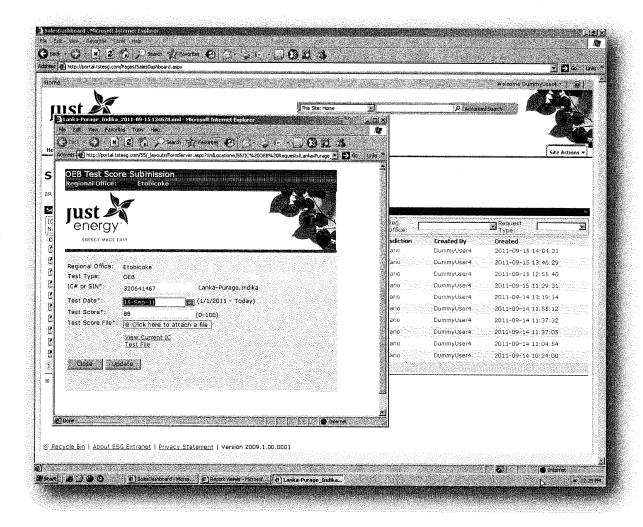
Note: If a regular badge is in approved status and then OEB badge request is initiated by regional user you have to search for the OEB badge in Pending Review status and bring up the same form, by clicking on the link.



13) Clicking on one of Approve/Reject/Incomplete/Delete Request will close the form and redisplay the dashboard with default values. To see the records you auctioned query by the name/status etc. as shown below.



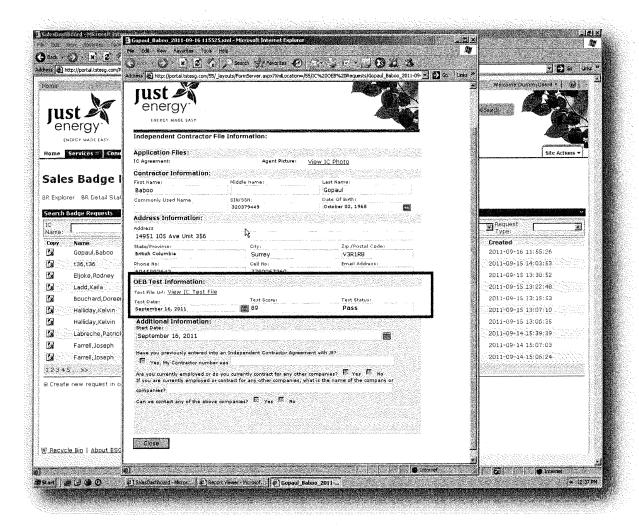
14) If Incomplete is clicked you can bring up the update screen by clicking on the name of the OEB record in the dashboard (search for the record first), shown below:



15) Modify date/score/attachment and click Update and this will set the OEB request back into Pending Review status to be auctioned again (screenshot 12)

Note: OEB in Incomplete status can be auctioned by either regional or sales support user.

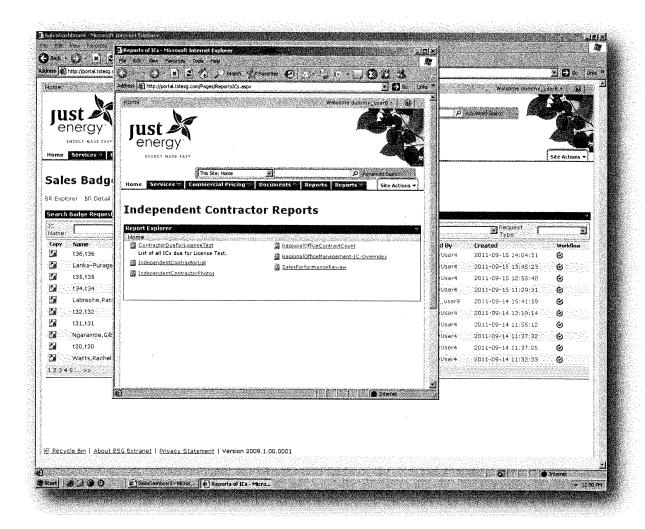
- 16) Entering a failed score will always automatically set the status to Failed and does not open the OEB Tasks screen for you to action.
- 17) Clicking on the name link of an Approved OEB badge will show the OEB Test Information section.



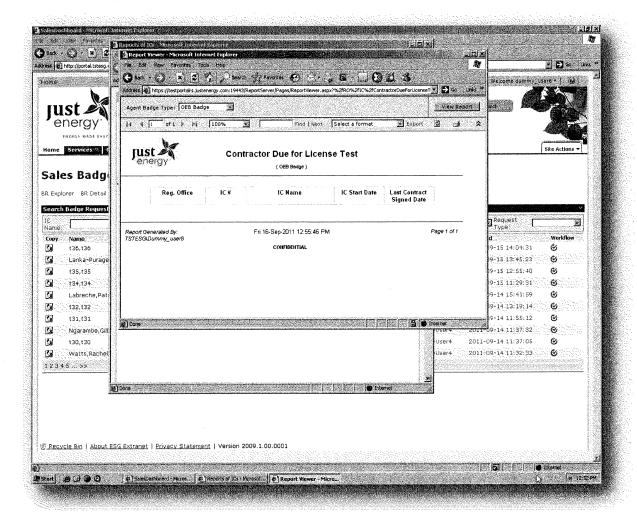
Important notes:

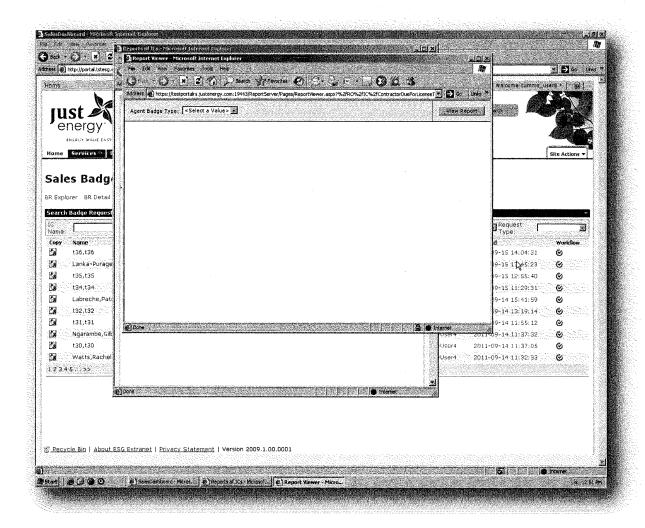
- a) Approve/Reject/Cancel are final states
- b) Only two attempts per agent are allowed.
- c) Reject status is counted as one attempt. Cancel is not counted as an attempt.
- d) Once a test is approved no more entries are allowed.

18) Clicking on the BR SQL Reports will bring up the Independent Contractor Reports screen. Clicking on ContractorDueForLicenseTest will bring the report to be searched. Select OEB from Agent Badge Type and click on View Report. This will display all agents under that regional user who are due for OEB license. (see screenshots below).









US Offices

Sales Support will make a decision (Pass or Fail) depending on the background check within 24 hours. If the applicant passes, the badge will be printed and sent to the office. In the event that the applicant does not meet the requirements to pass the background check, an automated message will be sent to the office advising that the applicant has failed the background check and will not be able to contract for us.

Canadian Offices

Since the back ground check will take approximately 2 days to complete, we will pass the applicant conditionally and send out the badge. If the applicant achieves a 'Pass' status, we will change their status to 'Approved' and they can continue marketing. However, if the applicant receives a 'Fail', the office will be notified and the badge is to be collected from the Contractor and destroyed immediately.

Override Assignment Change Process

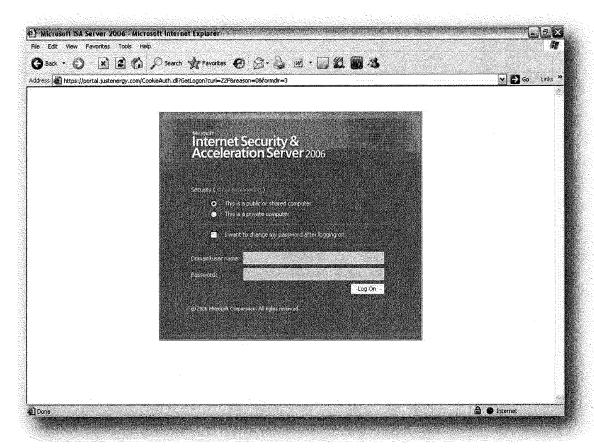
Overrides assignments are an important aspect of not only the structure of the office but also an important aspect of the commission structure. As such, ensuring the correct individuals have been assigned to the correct level is of the utmost importance.

The IC Override Requests option on the extranet provides an easy way to make quick changes and, when necessary, corrections to override assignments. Please note that when a brand new contractor is entered into the system, the override assignments for all the levels are defaulted to the regional. If this is not changed, all the override commissions will be paid to the regional.

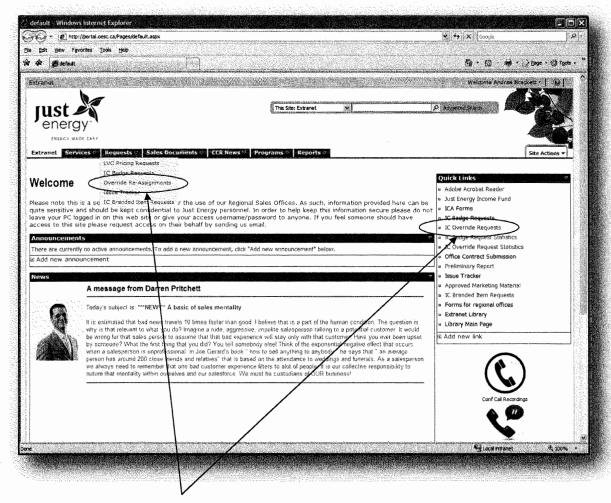
Note: Changes to the override assignments are reflected on the payroll two (2) payroll weeks after the assignment change is entered into the system.

Overrides Assignment Change – Step by Step Process

Type in https://portal.justenergy.com



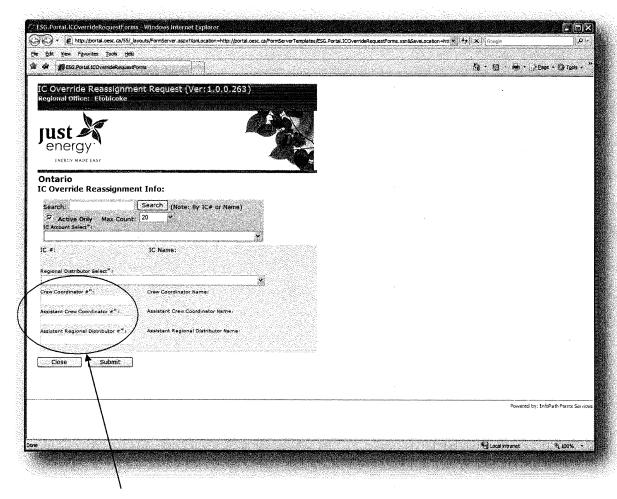
Log in using your username and password assigned to you by Sales Support. If, in the event that your password is not working, please contact your RSM or Sales Support.



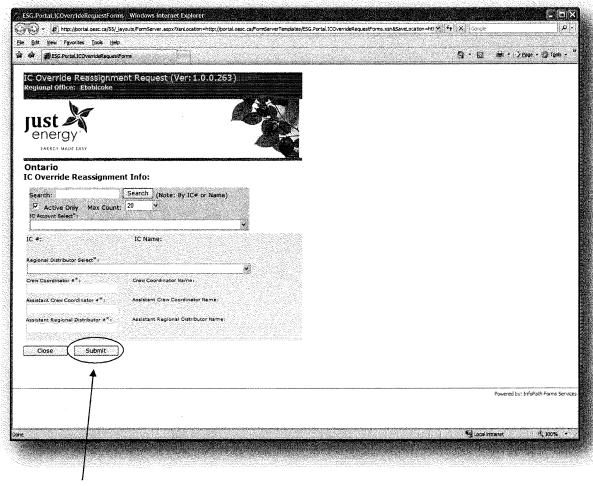
Once you have logged in, go to the "Requests" tab on the top menu and choose the "Override Re-Assignments" option. You can also choose the option "IC Override Requests" from the "Quick Links" section, on the right hand side of the page to access the Override assignment Requests page.



You should be brought to the screen noted above where you will be able to enter the name or ID number of the Contractor whose override assignment needs to be updated. Please enter either the name or contractor number in the search field, then click the "Search" button.



When the search has been completed, the fields will auto-populate with the IC's information as well as the current overrides that have either been previously assigned or the system defaults. You can make the changes to the override levels by entering the contractor number in the fields for the Assistant Crew Coordinator, Crew Coordinator and Assistant Regional Distributor.



Click the "Submit" button to have the request sent for approval so that the changes will be reflected in the system (once the changes have been completed). If you click the "Close" button, the changes will not be saved nor will the request be sent for approval.

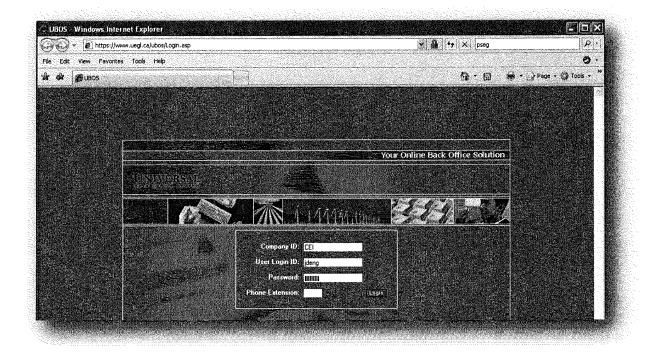
Setting Up Contractors in UBOS

Contractor Setup Process

The Universal Back Office System (UBOS) is a database that is used within some jurisdiction wherein Just Energy currently markets. At present, contractors who market within the New Jersey or Maryland markets would be required to have contractor profiles set up in the UBOS system. Please note that access to the UBOS system will be provided to regional offices from Head Office.

Once a contractor's badge number has been provided to the contractor, the information related to the contractor would need to be copied into the UBOS system. If this contractor is not entered into the UBOS system, the contractor will not appear on reports nor will they receive their commissions. As such, it is imperative that upon receipt of the contractor's badge number that the contractor's information be entered in the UBOS system.

Contractor Setup Process – Step-by-step process

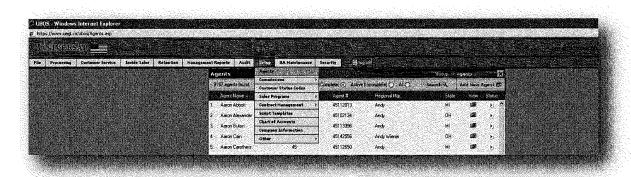


CompanyID: CEI

User Login ID: your first name initial followed by your last name

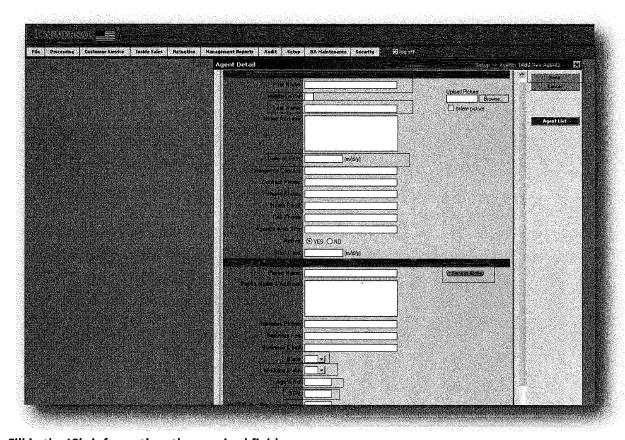
Password: xxxxxxxxxx

Phone Extension: Not necessary



To add agents:

Go to the Setup tab, click on Agents, then Click on Add New Agent



Fill in the IC's information, the required fields are: **FirstName**

LastName

Date of Birth

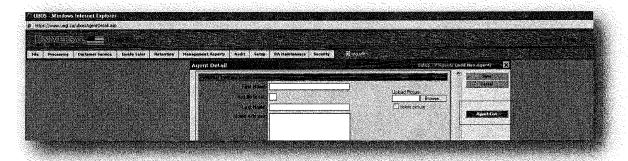
State

Working State

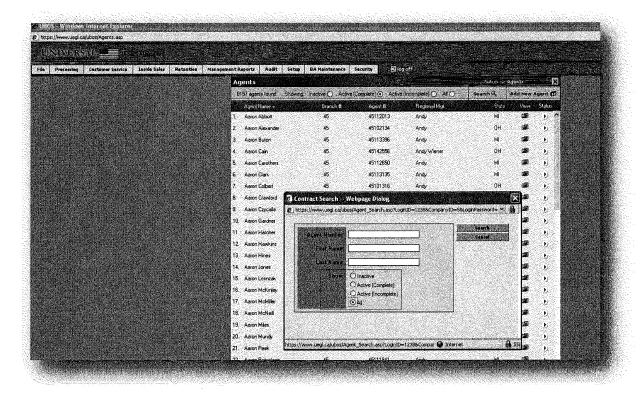
Agent No - MUST be 8 digits, no spaces

SSN (Social Security number) - if you don't have this info

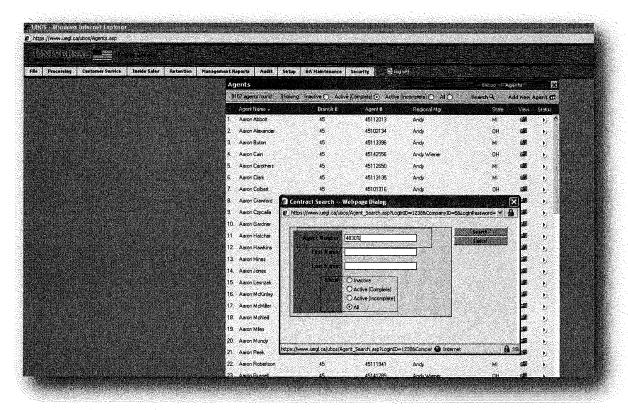
After all the information is filled out, click on Save.



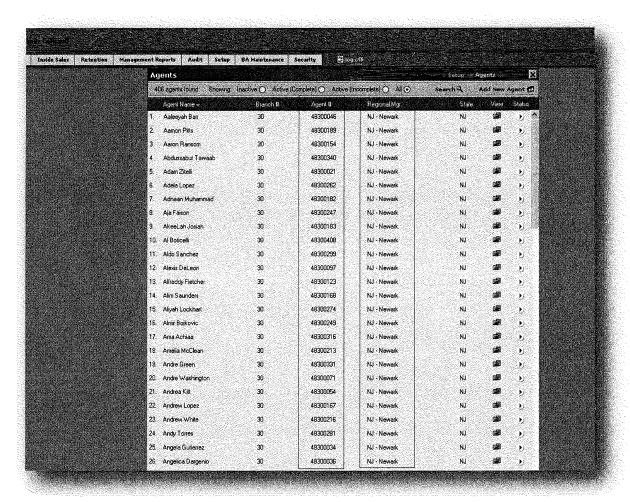
If you want to search for a particular agent, go back to the Agent List, simply click Agent List, or you can go back to Setup, and click Agents.



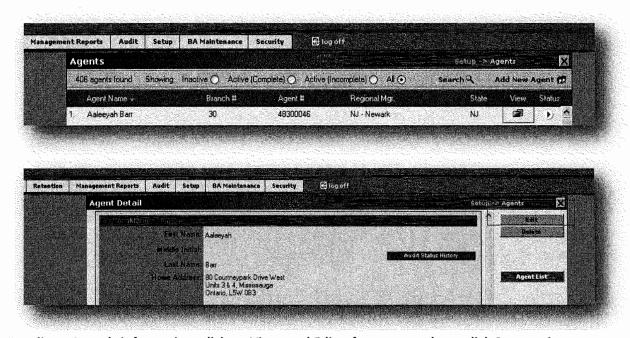
Click on Search, and make sure to click "All" in the show field.



You can search an agent's Agent Number, or First Name, or Last Name.



If you don't remember the Agent Number, and want to edit his/her info, but you know it's a NJ or MD Agent, you can filter by putting a '%' after the 4 digits of the Agent Number. We know that for NJ Agents, we use '4830xxxx', and for MD agents, we use '6620xxxx'. So if you want to see all the agents in NJ as an example, simply put 4830% in the Agent Number field, and this will bring up ALL NJ Agents.



To edit an Agent's information, click on View, and Edit, after you are done, click Save again.

Processing Agreements

Reviewing, Counting and Submission of Agreements

As a company driven by sales, the counting and submission of agreements is very important. All agreements are to be submitted by the Contractors to their respective Regional Offices where the Regional Distributor/Administrator accounts for them. At this point, the Administrator would be required to perform the following:

- 1. Review the agreements to ensure that all the required fields are completed (i.e. customer information is complete, signatures for the customer are present, Contractor information is on the agreement, all supporting documents are attached). If information is missing, you must give the agreement back to the Contractor. If it is submitted incomplete, there will be a delay in processing the agreement which may also lead to it being rejected/cancelled.
- 2. Count the number of agreements which have been received (e.g. 30 electric, 30 gas)
- 3. Update the numbers on the automated preliminary report. The preliminary report is an important tool as it allows for overall transparency in relation to the accuracy in the numbers being reported, accountability for the agreements that are being submitted for enrolment as well as a tool to assist the Contractors receiving their commissions in a timely fashion.
- 4. Prepare a UPS package to have the agreements sent either to our third party vendor or to our Courtney Park location.
- 5. Record the UPS Package Tracking Numbers, for your records (in the event that there are delivery issues).

Important to Note

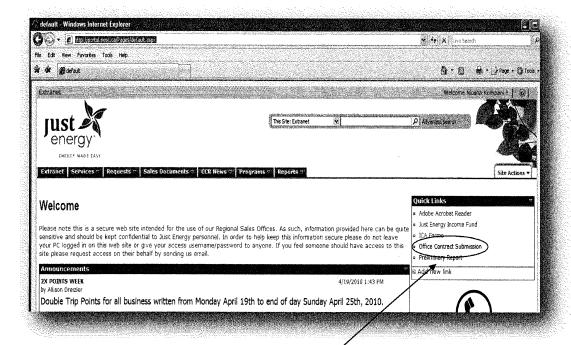
Contractors are paid a commission for agreements that are accepted and flow with the local utility. When Contractors submit incomplete or illegible paperwork the entire process is delayed and considerable effort and expense must be exerted to 'fix' the paperwork.

- Office Administrators/Recruiters/Regional Distributors should review agreements prior to submitting them to Head Office to ensure they are accurately and neatly completed.
- Agreements are shipped to Just Energy's data entry vendor or head office on either Monday, Wednesday or Friday (depending on market), as instructed by Head Office

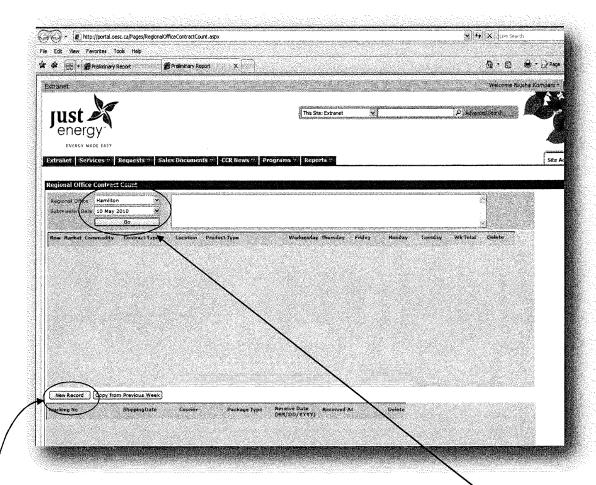
How to Use the "Office Contract Submission" Process

In order to ensure that the agreements are being documented, the following screenshots portray what steps need to be taken.

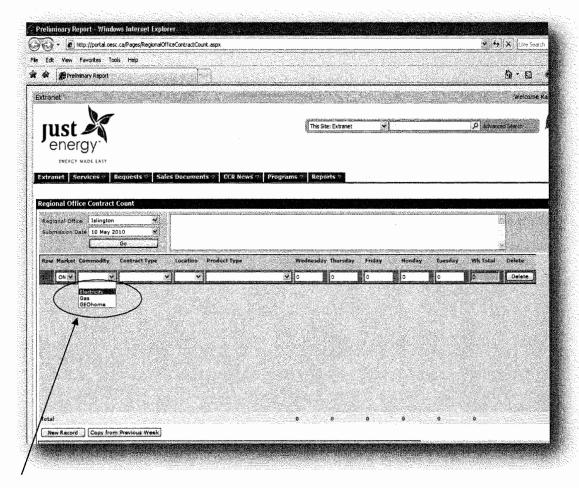
Login to the Extranet using this link: https://portal.justenergy.com



Click on the "Office Contract Submission" link under the "Quick Links" section. This will take you to the Office Contract Submission home page.

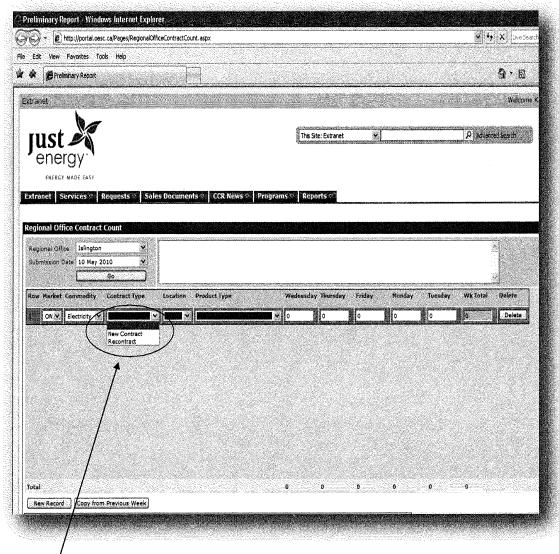


To begin, ensure your office name is the Regional office field on top left and the "Submission Date" for the correct submission week is selected. If your agreement submissions take place on a Monday, that Monday's date should be reflected in the "Submission Date" menu option. Click the "New Record" button to proceed to the next entry option, once you have Regional Office and Submission Date fields are confirmed.

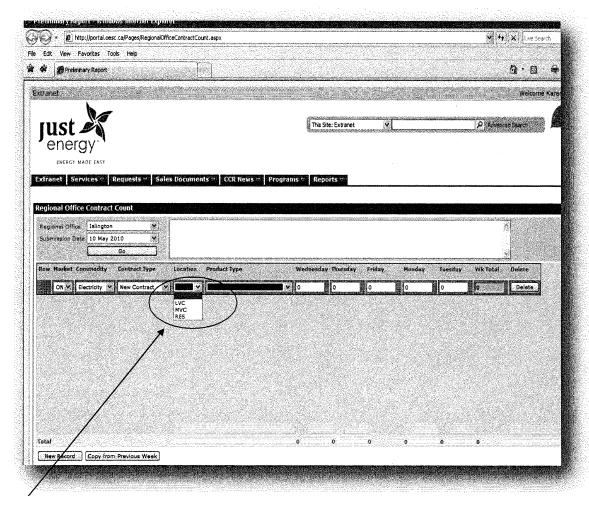


After you click on 'New Record', you should select the market of the agreement you are submitting

From the drop down menu "Commodity" choose the type of agreement that is being recorded. If the agreement is a dual commodity agreement, you would have to enter two records, one for gas and another for electricity (as there is no "dual commodity" option in the drop down menu).

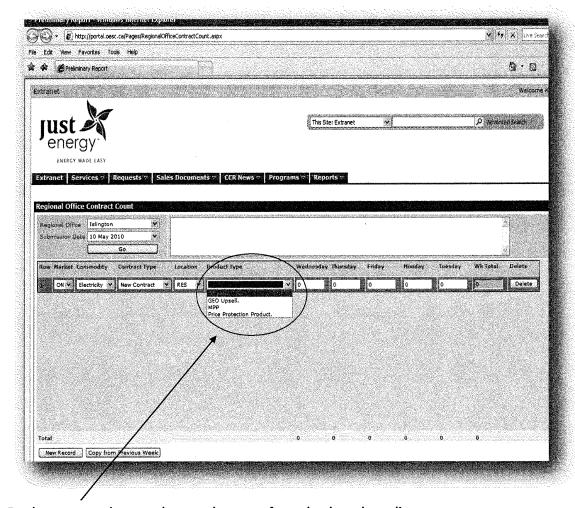


Click on the 'Contract Type' drop down menu to select the appropriate option as per the agreement – "New Contract" or "Recontract".



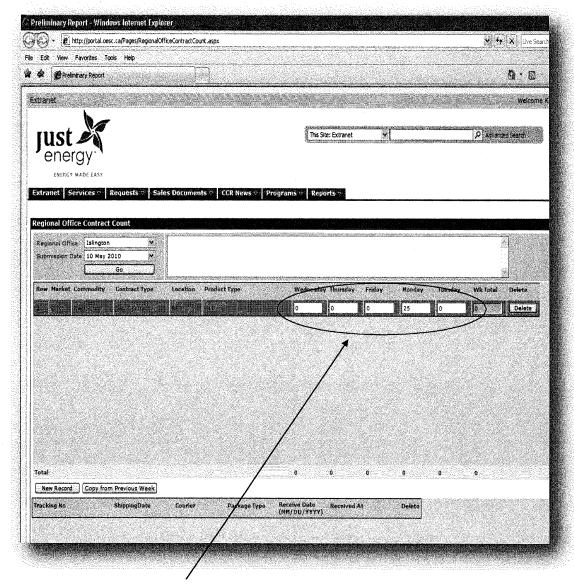
Location type – choose one of the drop down options as per the location type of the agreement

The "Location Type" refers to the type of customer that the Independent Contractor has registered on the program. Agreements for Residential customers should be entered as "RES" whereas agreements for Commercial customers should either be "MVC" or "LVC". Please refer to the agreement code (at the top right hand corner or the bottom right hand corner of the agreement) to identify which contract has been submitted.

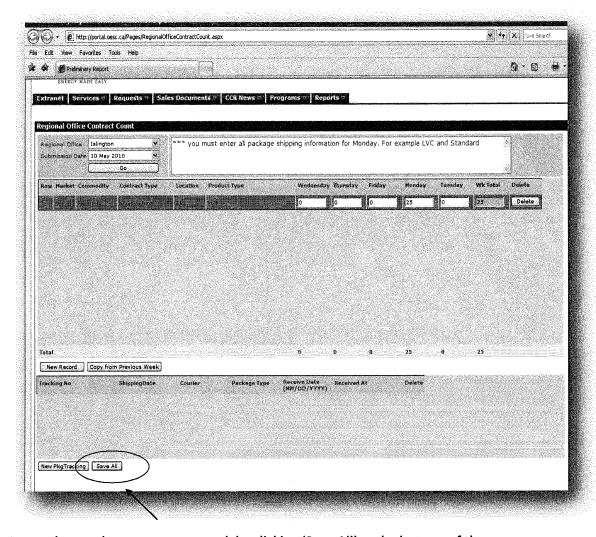


Product type options - select product type from the drop down list

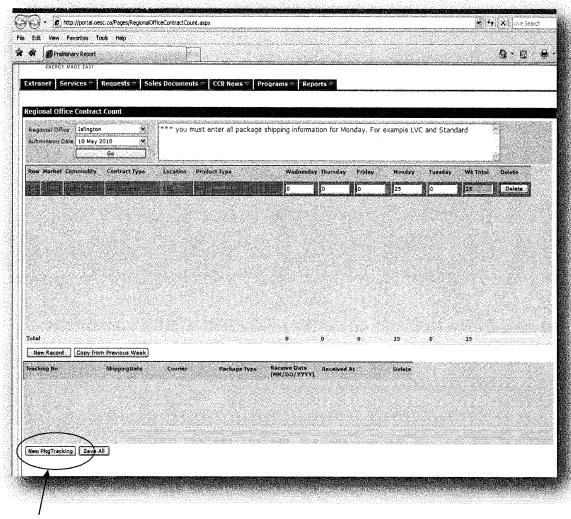
Please note that the options for the "Product Type" will reflect what is offered for your market. In most cases, it will populate automatically once the "Location" has been determined. If this is not the case, then the appropriate selection would need to be done to reflect the type of product that is being recorded.



Then enter the number of agreements under the day you have actually shipped the agreements to either the Vendor and/or 80 CP. This is based on the count of the agreements that you have received from the Contractors, after they have been reviewed.



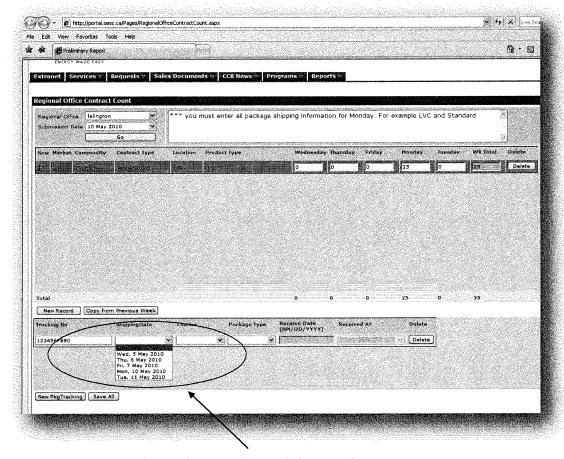
Remember to always save your work by clicking 'Save All' at the bottom of the screen.



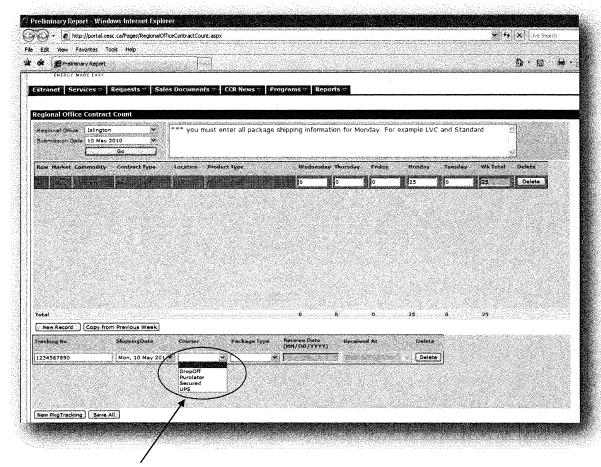
After updating the number of agreements, the courier tracking number must be entered below it.

Click the "New Package Tracking" button to enter a new courier tracking number.

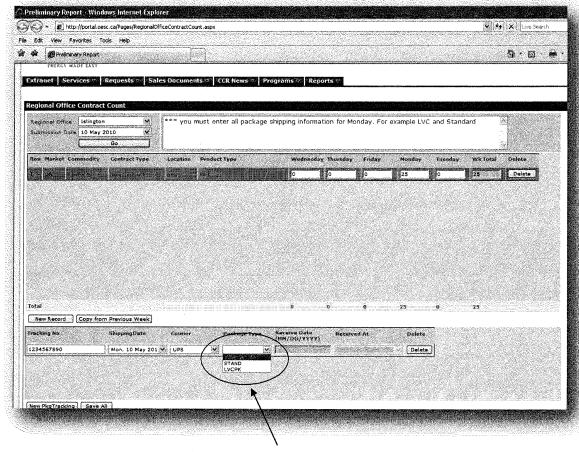
You will not be able to proceed and save your information until the package tracking has been completed.



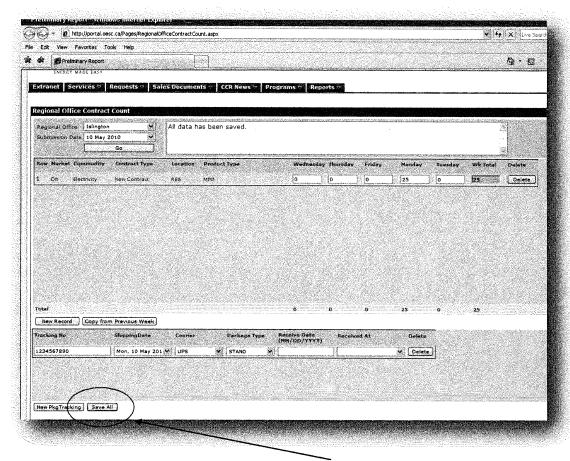
Fill in all the fields for the tracking number and shipping date



Select the courier company used to ship the package

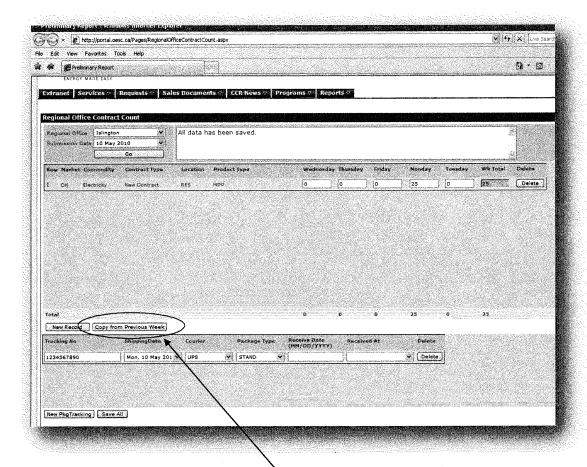


Enter Package type (Package type is for either 'STAND' (agreements sent to the Vendor) or 'LVCPK' (LVC agreements sent to 80 CP-Head Office).



Once all the information is completed, again click 'Save All' and the data entered for the recorded number of agreements counted and shipped will be saved for the current submission week.

When you have entered all the information, please print the page (using either the "Print" option found under the "File" menu option or by clicking the button) and send it in the package you are mailing to the vendor.



When entering numbers for the following week, you can click on the 'Copy from Previous Weeks' button and this will bring up the information from last week. This can be used to save some time as you will just need to update the number of agreements counted for the present week.

Processing Agreements (TEXAS ONLY PROCESS)

Confirming Signatures

Contracts which aren't signed will not be scanned into the system, which will prevent the payment of any commission on the account.

If you receive a contract which is not signed please return it to the IC or Crew Coordinator to have them go back out and have it signed by the customer.

mer agrees to enroll in GEOpower, has selected the red number of units and signed where indicated mer has read and understands the Terms of e and understands that for each unit of GEOpower is ed, Just Energy will purchase and retire renewable or certificates or attributes ("green energy") to ensure 10% worth of your electricity usage is produced by selected into the electricity grid. The read in its entirety, understands and agrees to d and received the Terms of Service, the "Electricity and the received the terms of the received the terms of the received the terms of the received t	0000	5 (100%) 4 (80%) 3 (60%) 2 (40%) 1 (20%)	2.0¢ 1.6¢ 1.2¢ 0.8¢	
mer has read and understands the Terms of e and understands that for each unit of GEOpower ised, Just Energy will purchase and retire renewable of certificates or attributes ("green energy") to ensure 30% worth of your electricity usage is produced by olluting sources such as hydro, wind or bio mass lected into the electricity grid.	0000	3 (60%) 2 (40%)	1.2¢ 0.8¢	
ased, Just Energy will purchase and retire renewable certificates or attributes ("green energy") to ensure 3% worth of your electricity usage is produced by olluting sources such as hydro, wind or bio mass lected into the electricity grid.	0	2 (40%)	0.8¢	
certificates or attributes ("green energy") to ensure 3% worth of your electricity usage is produced by olluting sources such as hydro, wind or bio mass lected into the electricity grid.	0	<u> </u>		
olluting sources such as hydro, wind or bio mass lected into the electricity grid.		1 (20%)	0.4¢	
ected into the electricity grid.				
er has read in its entirety understands and agrees to		0 (0%)	0.0¢	
ist 18 years of age, authorizes Just Énergy to check ient is being signed on behalf of the Customer, the und ier to the Agreement). You, the Customer, may cance is day after the date of this transaction. See the attac	ineir person: ersianed rer	al credit, and	nas authority to	enter into this Agreemer

Verifying Contract Data Against the Enrollment Verification Report (EVR)

The purpose of the EVR is to reconcile the contracts against Just Energy's enrollment database. It is important that the two match. Uncorrected discrepancies could lead to delay, claw-back, or non-payment of commissions.

The EVR (Enrollment Verification Report) will be received daily via email from the Operations Department in the Houston Corporate Office. The EVR is to be utilized on a daily basis to eliminate contract/enrollment errors.

The report will include all enrollments since the previous business day (Example: Tuesday's report will include Monday's enrollments. Monday's Report will include Friday, Saturday and Sunday's enrollments). The account data found in the EVR is the customer information which JE has in its' enrollment database. Therefore, the customer details found on the contracts received from Independent Contractors should match the details contained in the EVR.

Key Things to Look For

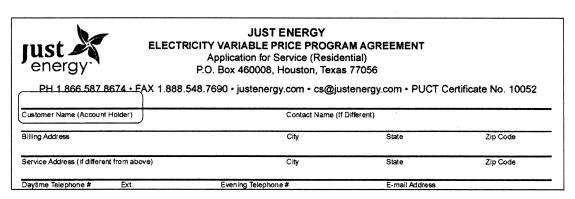
1. Customer name

- Make sure the name on the contract matches the name on the EVR
- If there is a mismatch email Charlie
- clloyd@justenergy.com

EFL: Customer Name

		YAR GEORGE STATES						
	l J	K	Lacon	M M	N	0	P C	
1								
2	StatusCode	ContractTerm	PrintedName	FirstName	LastName	CorporateName	BillingAdd BillingUr	
3	Rejected	60	Isabel Aguilar	Isabel	Aguilar	Isabel Aguilar	00603 W INWOOD I	
4	Verified	60	Yadira Mandujano	Yadira	Mandujano	Yadira Mandujano	02419 GREENWAY	
5	Rejected	60	Ignacia Quintero	Ignacia	Quintero	Ignacia	03321 S VERNON A	
6	Verified	60	Ignacia Vasquez	Miguel	Vasquez	Miguel	03321 S VERNON A	
7	Verified	60	Alejandro Munoz	Alejandro	Munoz	Alejandro Munoz	02219 MARILYN LN	
8	Verified	60	Rosario Castillo	Esteban	Gonzalez	Esteban Gonzalez	00312 HARRIETT ST	
9	Verified	60	Martin Eugenio Mata	Martin	Mata	Martin Eugenio Mata	01411 CARTER DR	
10	Rejected	60	Alma Batrez	Alma	Batrez	Alma Batrez	01919 W TARRANT	
11	Verified	60	Melchor Soto	Melchor	Soto	Melchor Soto	01919 W TARRANT	
12	Rejected	2	Mariana Arvizu	Jose	Contreras	Jose R. Contreras	03812 DURANGO DI	
12	Manifind		tanua Millanaa		1600000	lagua \ (illagaa	OOZOZ MOCH AME	

Contract: Customer Name



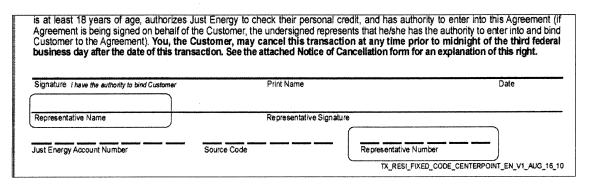
2. IC Sales Code & IC Name

- Make sure the IC Sales Code & IC Name on the EVR is correct
- If there is a mismatch email Charlie
 - o clloyd@justenergy.com

EFL: IC Sales Code & IC Name

	A	В	C	D	E.	F	G	
1	1 Waco 11-01-2010							
2	SigningDate	Signing Time	CustomeriD	IC#	IC Name	EnrolledBy	RateCode	
3	11/1/2010	15:29:53	3833202	550000	Paula Gonzalez	Lemuel Cortes	ESG120fBCVG5_v2	
4	11/1/2010	19:20:51	3833882	550000	Paula Gonzalez	Annalyn Aujero	ESG120fBC	
5	11/1/2010	15:50:20	3833232	550007	Rene Gomez	Janette Burlasa	ESG120fBCVG5_v2	
6	11/1/2010	18:35:15	3833386	550007	Rene Gomez	Annalyn Aujero	ESG120fBCVG5_v2	
7	11/1/2010	17:47:59	3833389	550013	Daniel Taylor	Peter Jules Prieto	ESG120fBCVG5_v2	
8	11/1/2010	19:45:04	3833898	550013	Daniel Taylor	Evelyn Montevilla	ESG120fBCVG5_v2	
9	11/1/2010	21:26:38	3833733	550013	Daniel Taylor	Madelin Tuban	ESG120fBCVG5_v2	
10	11/1/2010	19:16:56	3833832	550029	Paula Wilson	Janette Burlasa	ESG120fBCVG5_v2	
11	11/1/2010	19:28:02	3833872	550029	Paula Wilson	Jovielyn Bayona	ESG120fBCVG5_v2	
12	11/1/2010	20:26:49	3833663	550062	Freddy Martinez	Jo-ann Banaga	ESGVB120fBC	
	******	10000						

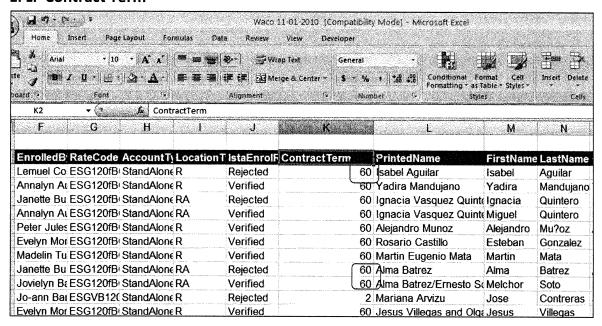
Contract: IC Sales Code & IC Name



3. Contract Term

- Check to make sure the contract term on the contract matches what's shown on the EVR
- If you receive a Variable and Fixed rate contract (2 contracts) for one account, use the EVR to determine which contract is valid
- Discard the contract which is not valid

EFL: Contract Term



Contract: 60 Month (5 Year)

	Agreement and Agency Appointment
Appointment and Authority	Customer appoints Just Energy Texas L.P. d/b/a Just Energy as Customer's sole and exclusive agent to supply electricity commodity to the ESIID(s) listed above and on any attached schedule. Customer understands that Just Energy is not a transmission or distribution utility or any other retail electric provider.
Term	The initial period of this Agreement is for O 4 years or O 5 years (the "Term"), commencing on the date that Customer's Utility transfers the ESIID(s) to Just Energy's service.
Charges	Customer agrees to pay: (a) the Energy Charge, which is fixed at 12.0 cents/kwh and includes the cost of electricity supply and delivery; (b) GEO power Charge (if selected); (c) a Monthly Fee of \$4.95 per ESIID; (d) any Special Senice Fees: and (e) Tayes

Contract: 2 Month (Variable)

	Agreement and Agency Appointment
Appointment and Authority	Customer appoints Just Energy Texas L.P. d/b/a Just Energy as Customer's sole and exclusive agent to supply electricity commodity to the ESIID(s) listed above and on any attached schedule. Customer understands that Just Energy is not a transmission or distribution utility or any other retail electric provider.
Term	This is a month-to-month Agreement, commencing on the date that Customer's Utility transfers the ESIID(s) to Just Energy's service.
Charges	Customer agrees to pay: (a) the Energy Charge which is a variable rate currently at 12.0 cents/kwh and includes the cost of electricity supply and delivery; (b) GEOpower Charge (if selected) (c) Monthly Fee of \$4.95 per ESIID; (d) any Special Service Fees; and (e) Taxes.

Preliminary Numbers Reporting

- Count the number of residential accounts on each contract that is being sent to Critical Control and count the number of commercial accounts on each contract that is being sent to Critical Control.
- Shipments should be made 3 times a week, Monday, Wednesday, and Friday.
- If you do not send out a shipment on one of these days please indicate this in the prelim by giving a volume of NA in the prelim. Also include in the body of your email an explanation for why not shipment was sent,

Report the number of accounts being shipped on the prelim sheet, also include the tracking number of the shipment.

Shipping Contracts

Cover Sheets

Before shipping contracts to Critical Control separate them by contract type: single account contracts or multi account contracts. Place the cover sheets appropriately. Arrange the contracts and cover sheets as follows:

- 1. Office name cover sheet
- 2. Single account cover sheet
- 3. All single account contracts
- 4. Multi account cover sheet
- 5. All multi account contracts

Place a rubber-band around the contract stack to ensure all documents remain in order while being delivered to Critical Control.

*Do not send commission forms to Critical Control.

Shipping via UPS

Ship contracts by printing shipping label from ups.com (be sure to include the tracking number of the shipment in your prelim report).

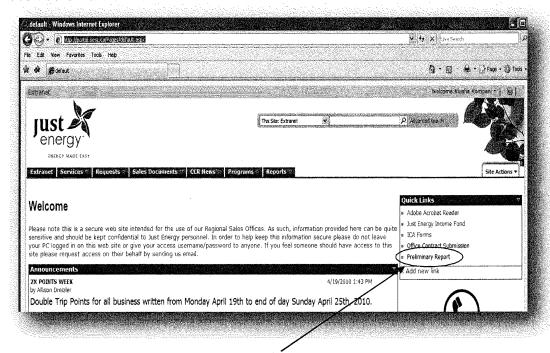
The shipping address for **Critical Control** is as follows:

Attention: Vivilyn Peterson Critical Control 2820 14th Avenue, Suite 100 Markham, Ontario L3R 0S9 905-940-0190

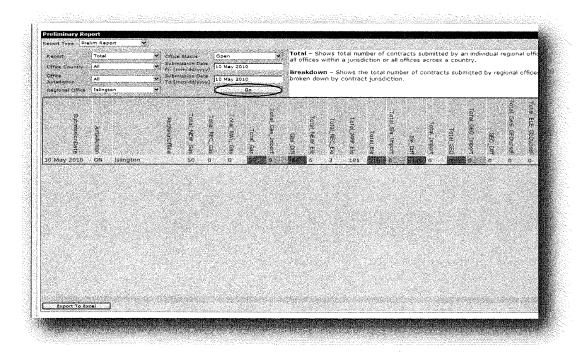
Preliminary Report

All the agreements received from the Regional offices are recorded on a "Master Preliminary Report" which Regional offices can access. The report features information related to the agreements that have been submitted week over week for each Regional office. The report is based on the agreements that have been submitted by the Regional offices.

Head office will confirm all packages are received weekly but it is the Office Administrator who is responsible for ensuring that all packages shipped are received on time and at the correct location.



The Preliminary Report can be accessed from the Extranet using the "Preliminary Report" link from the Welcome page.



The following search criteria would need to be set in order to generate a report.

Report Type: Prelim Report

Report: Total

Office Status: Open

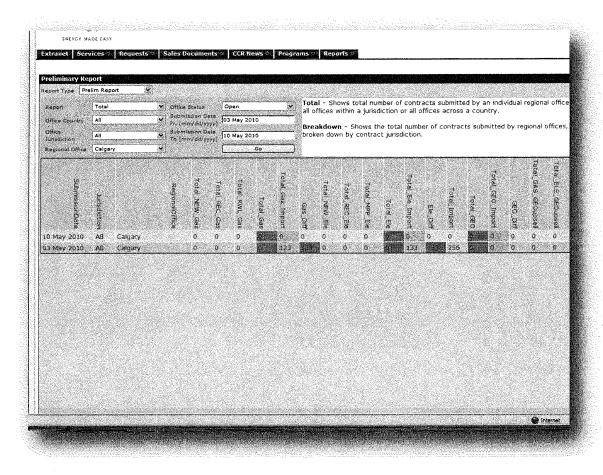
Office Country: All

Submission Date From and Submission Date To: Should be the current Monday's date (if you want to see this week's preliminary report). By expanding the "From" and "To" dates, you will generate more records for that time period.

Office Jurisdiction: All

Regional Office: Select the office name you would like to run the report for

Once the search criteria have been set, click the "Go" button.



See the screenshot above illustrates what the two week report looks like.

You could see the report as an excel by clicking on the Export to Excel – on the bottom left Excel sheet should open automatically, if it does not you have security issues.

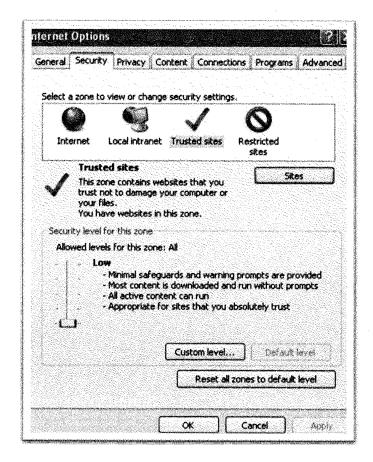
*Please Call Niusha Kompani at 905 670 4440 X 74428 if you have any problems running the report.

Security Issues can be resolved by doing the following:

Please click on Tools > Internet Options > Security > Trusted Site should be selected

Click the "Sites" button and add website to the list then close the tab.

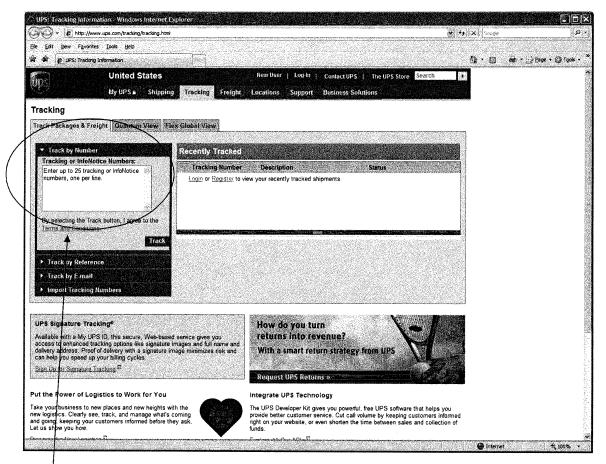
In the Security Tab - Click the "Custom level" and "downloads" should be set as "enabled", the click "OK".



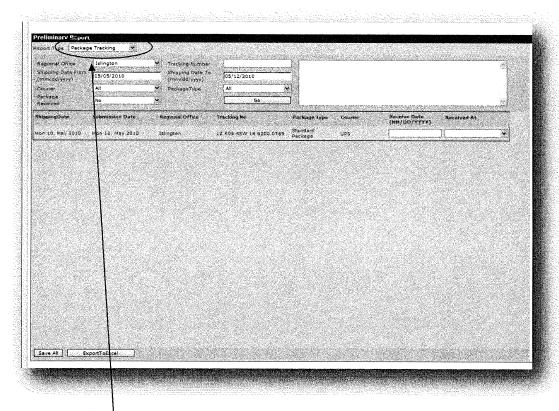
Tracking Your UPS Shipment

After the agreements have been picked up by the courier, you can track its progress and, ultimately, it's arrival at its destination on the courier's website. UPS is the courier of choice for Just Energy and you can use their website to ensure the package has arrived at the correct location and then update your records.

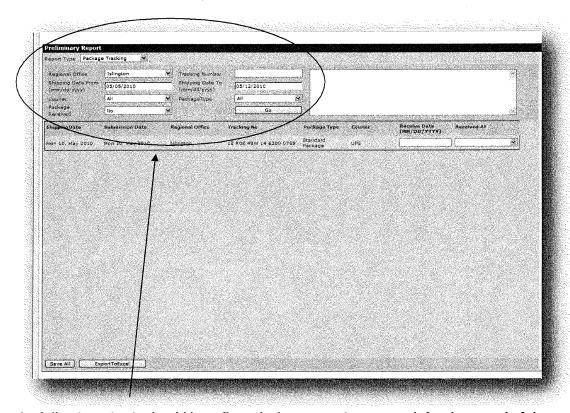
UPS - package tracking - http://www.ups.com/tracking/tracking.html



You can search for your package by entering the UPS Tracking number in the "Track by Number" box.



To update the Contract Submission record with the information that the agreements have been sent out, you would have to access the "Preliminary Report" (http://portal.oesc.ca/Pages/PreliminaryReport.aspx) and from the "Report Type" list, select the "Package Tracking" option from the drop down menu.



The following criteria should be reflected when preparing to search for the record of the package that was sent that week:

Regional Office: the name of your office should appear in front of Regional Office

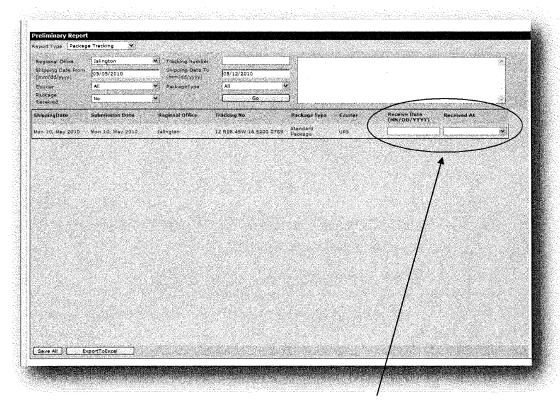
Shipping Date From: Enter the submission from previous Wednesday - (mm/dd/yyyy)

Shipping Date To: Enter the submission of the Tuesday of this week - (mm/dd/yyyy)

Courier: Should be "All"

Package Type: Should be "All"

Packages Received: "No"



Once the record has been found, update the "Received Date" and "Received At" sections that the package has been received at the appropriate destination. Please remember to save the updates after they have been entered.

Received date: should be the date the website says the package arrived at the destination

Received by: Choose correct location (Critical Control, EIS, Other or JE 80 Courtney Park)

Paperwork Requests

Paperwork Request/Orders

- Agreement/ Acknowledgement Forms (certain markets)/ Brochures are required by each office in order to write deals. Head Office provides all necessary Agreement/ Acknowledgement Forms and associated Brochures.
- Maintaining adequate inventory without excess is the responsibility of each office. Head Office will work with the Regional Office to help determine what and how much is needed.
- Regional offices are required to email Sales Support
 (salessupport@justenergy.com) the Regional Office Agreement and
 Marketing Material Order Form detailing which types of paperwork they
 require.

The Sales Support department will then process this request and courier the paperwork to the office to have the order completed or be sent directly from the printer.

It is important to note that paperwork requests may take longer, depending on the market. A good rule of thumb is to make an order when you are down to two (2) weeks of inventory to ensure sufficient ordering time

Placing a Paperwork Order

As mentioned earlier, it is the responsibility of the office to ensure that an adequate amount of paperwork is available and accessible to the Contractors. When the inventory begins to reach the level which is deemed "low", it is at this point that an order for additional paperwork be placed.

The ordering process includes an "Alert Level" which identifies how urgently your request will need to be addressed. The alert references "High", "Medium" or "Low". A High alert means your current inventory will expire within three (3) days. A Medium alert means your current inventory will expire within three (3) to seven (7) days and a Low alert means your current inventory will last beyond one week.

Inventory requests should be based on the "Run Rate" for an office. The run rate refers to the amount of a given product used in order to obtain a customer. Regional Offices generally use one agreement/acknowledgment form (if applicable) and brochure for every signed agreement. In other words, if your sales office is currently generating 1,000 sales per week, you would need to maintain an inventory level of 2,000 agreements and brochures to suffice you for the upcoming week.

Ideally Regional Office MUST maintain an inventory count of at least two weeks worth of marketing materials to ensure little disruption from a sales inventory level.

Further Examples

	Current	Current Inventory Count	Alert	Current	Alert Level
	Weekly Sales	of Agreements/	Level	Inventory Count	
	Production	Acknowledgment forms		of brochures	
Office X	1,000	2,000	Low	500	High
Office Y	1,000	1,000	Medium	1,000	Medium
Office Z	1,000	500	High	2,000	Low

Requests or an order for additional paperwork needs to be sent to the Sales Support team via email at SalesSupport@justenergy.com using the "Regional

Office Agreement and Marketing Material Order Form". Please note that the Order Forms are specific per market, as there are differences in the products that are available for each jurisdiction.

Each request must include the following (in order to have the request processed):

- Type of Product (i.e. contract, brochure, acknowledgement form, etc...)
- Type of customer the product relates to (i.e. SVC, MVC, LVC, etc...)
- The quantity needed of each piece (i.e. 250. 500, 1000, etc).
 - Please do not submit requests, for example, requesting "one (1) box of contracts" as this does not clearly distinguish what is needed.
 Requests of this nature will only result in delays as additional information will be requested.

Regional Offices will complete the Marketing Material Request Form email it to Sales Support. Sales Support will acknowledge the order by signing off on the form and sending it directly to our printing vendors and copying the regional office on the email.

The printing vendors will acknowledge the order and provide an estimated time of arrival on the order which will also include copying the Regional Office.

Regional Offices are not to contact the printing vendors themselves. All inquiries are to be forwarded to Sales Support.

Branded Items and Inventory Management

Just Energy Branded Items

In addition to wearing badges, many successful Just Energy Contractors wear JUST ENERGY branded items such as hats, shirts and jackets. By wearing Just Energy branded items, contractors further minimize the potential for confusion as to who they are and whom they represent. This has been proven to enhance the marketing success of Just Energy Contractors.

Branded items can be ordered through each Regional Office at the value Just Energy purchases it at from its vendors.

Due to inventory storage and distribution related concerns, there is a slightly different process that has been put in place depending if your office is in Canada or the US Please refer the following sections labeled "Branded Items – US" or "Branded Items – Canada" for details related to the process associated with your branded items requests.

Please note that branded item requests may be delayed (on occasion) due to back orders with our suppliers. As such, it is important to check your inventory when items are running low (US) or be patient (Canada) when branded items are needed. When an item is on back order, it may result in an order taking a couple of weeks to process and execute.

Branded Items - US

Each Regional office should have branded items stored in the regional office in a secure and restricted place. The Regional office will be held responsible for the items that are held in their inventory.

Placing an Inventory Order

Regional offices should place their orders with Sales Support via email at salessupport@justenergy.com (implementation of an online system is in works which would improve the convenience and response of the system). The email must contain the quantity of each item in each size (where applicable) that is needed for your inventory (i.e. 10 small golf shirts, 10 medium golf shirts, 15 large spring jackets, etc.). Also, if the item is gender specific, this would also need to be specified in the request (i.e. 10 small women's shirts).

Once the email is sent, the order goes through to Sales Support which can then send the Branded Item from their on- site inventory or from the supplier's inventory.

Sales Support keeps records of the orders in a database for inventory purposes.

Regional Inventory

After the Regional office receives their shipment and restocks their inventory, they then offer the items at cost to the Contractor.

- When an item has been ordered/requested by a Contractor, the Regional office will be required to notify Head Office of the order so that the transaction is reflected in the system.
- In order to submit the order, the Regional Distributor or Administrator can go through the Extranet to Requests under IC Items Branded Request. They then can click on the name of the Contractor to view their order. The order form is for reference purposes. The cost of the branded item will be applied directly to the contractor's bank and is deducted from the Contractor's commission cheque.
- Please note that there should not be any exchange of monies in the Regional office for Branded Items as the cost of the Branded Item will be taken directly from their weekly commission's cheque.

Inventory

Regional Distributors/ Administrators/ Recruiters are responsible for monitoring the inventory level.

The Administrators/ Recruiters are responsible for sending in monthly physical counts to Sales Support, via email. This will aid in minimizing any discrepancies with the inventory count in the office and what is reflected in the records at Head Office as to what the office should have in the inventory.

For discrepancies that exceed a certain level, there will be monetary consequences applied to the Regional Distributor.

Deduction Form

Sales support verifies each order then processes it. The contractor's bank will automatically be updated to reflect the deduction that will be made. Contractor's have the choice to deduct the order from two separate payrolls if the total exceeds \$50.00.

Manual Process

In the case of the Extranet not working, there is also a manual process one can follow to order items, and it is as follows.

The Regional office must send in the Commission Deduction Authorization to Sales Support team via email, at salessupport@justenergy.com, who will then record it in the Inventory, forward it to Commissions (who will manually enter the deduction on the Contractor's bank). There will be no item shipped to the office as the item should have been taken from the inventory and given to the Contractor.

Branded Items- Canada

In Canada, an Inventory system is not in place due to the close proximity of some of the offices to Head Office, as well as the fact that there are no 'cross border' fees associated with sending items from one office in Canada to the other.

The process is initiated by the Regional office placing an order online through the Extranet. The order will be reviewed and approved through the Extranet. The requested item(s) will then be shipped to the Regional office to complete the order. The cost of the branded item will be applied directly to the contractor's bank and is deducted from the Contractor's commission cheque.

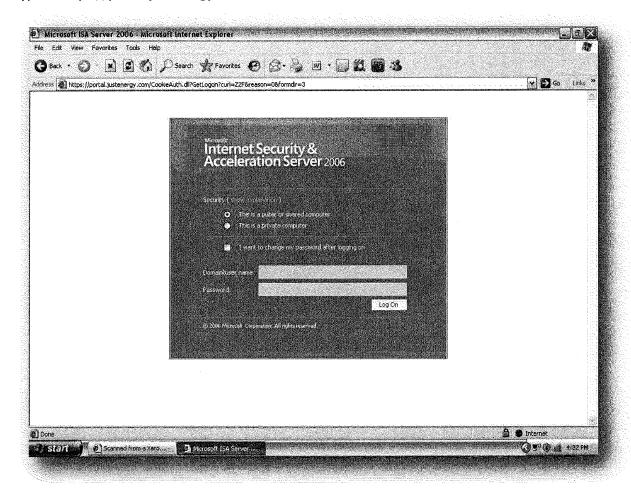
Manual Process

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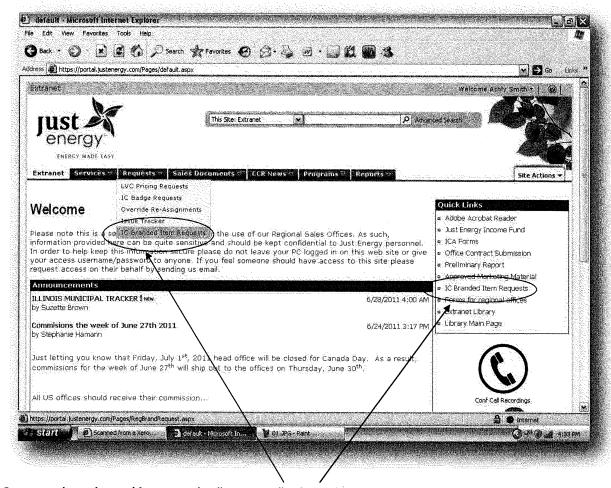
The Regional office must send in the Commission Deduction Authorization to Sales Support team via email, at salessupport@justenergy.com, who will then record it in the Inventory, forward it to Commissions (who will manually enter the deduction on the Contractor's bank). The requested item(s) will also be shipped to the Regional office to complete the order.

Branded Items step-by-step Process

Type in https://portal.justenergy.com

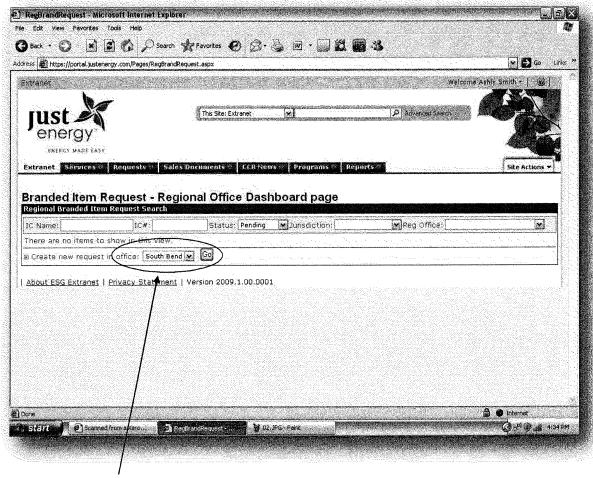


Log in using your user name and password assigned to you by Sales Support. If in the event that your password is not working, please contact your RSM or Sales Support.

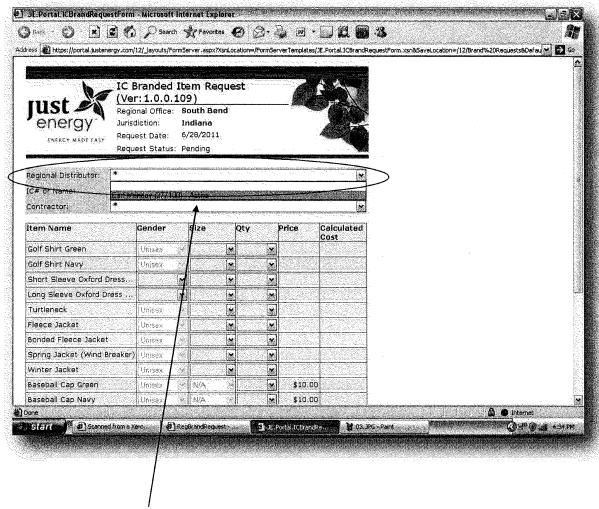


Once you have logged in, go to the "Requests" tab on the top menu and choose the "IC Branded Item Requests" option.

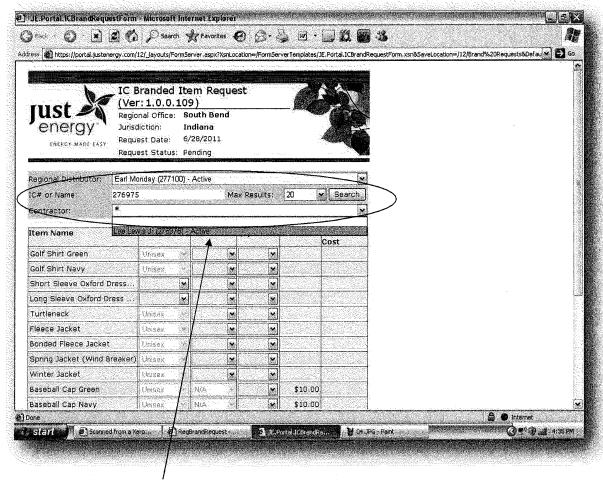
Also, you can use the "IC Branded Items Requests" hyperlink in the "Quick Links" section, on the right hand side of the page, to access the Branded Items order form.



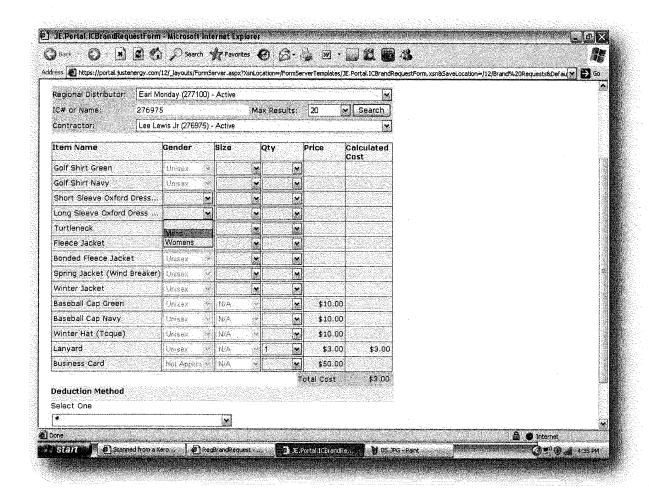
Ensure that your office is appearing in the drop down menu beside the "Create new request in office" field and then click on the "Go" button.



Choose the Regional Distributor from the first drop down menu

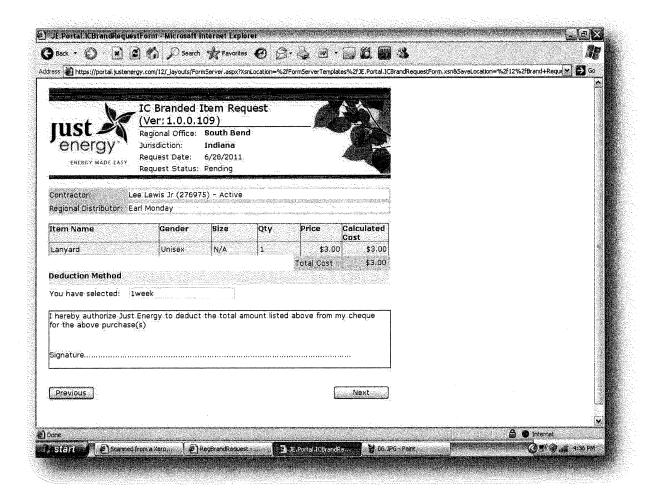


On the second line, you can input either the Contractor's name or number to search the system. Click on the "Search" button, once you have entered the name or number.



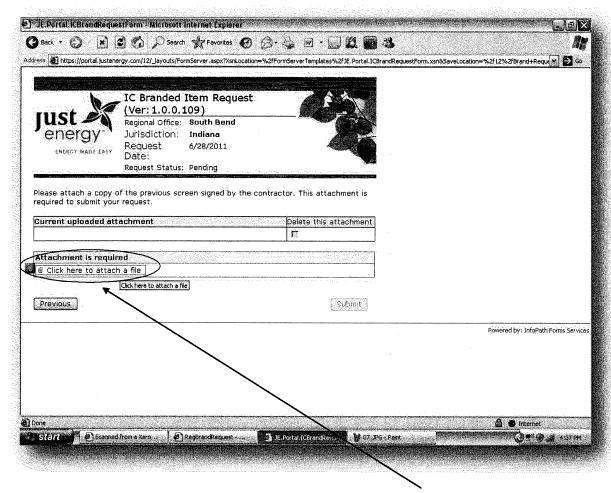
You can then go ahead and choose the Branded Items for your order. In order to complete your request, you would have to select the appropriate options from the drop down menus associated with what is being ordered. As shown above, you may be required to specify the whether the item is a men's or women's item, the size (XS- 4XL) and the quantity (number of items) you want. Once these options have been determined, the price will automatically be calculated for you and appear in the "Price" column. Once the Deduction Method option (at the bottom of the page) from the drop down menu has been chosen, the "Next" button will appear. Click on it to continue to the next page.

Please note that you are only required to fill out the boxes for items you wish to order. Also, sizes 3XL to 4XL are not maintained regularly in our inventory and can take a couple of weeks to process requests for these sizes.

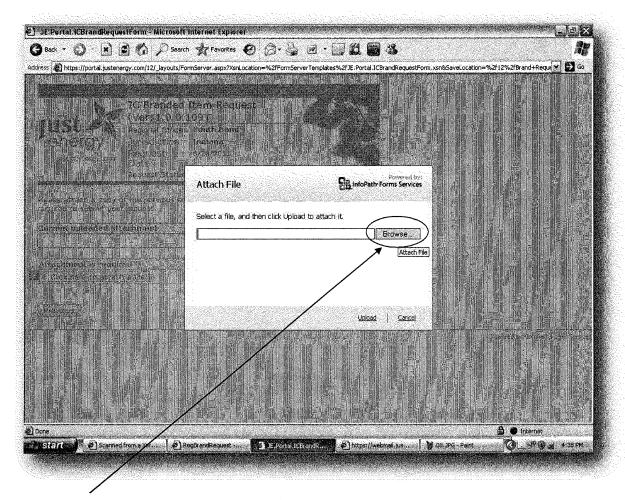


This page reviews and acknowledges your order in full. Please print out this page, and have the Contractor sign it, to give us authorization to collect payment from Contractor's payroll.

Before continuing you are required to print the page, have the Contractor sign it, scan it and reattach it to the Branded Item Request (authorize the order).



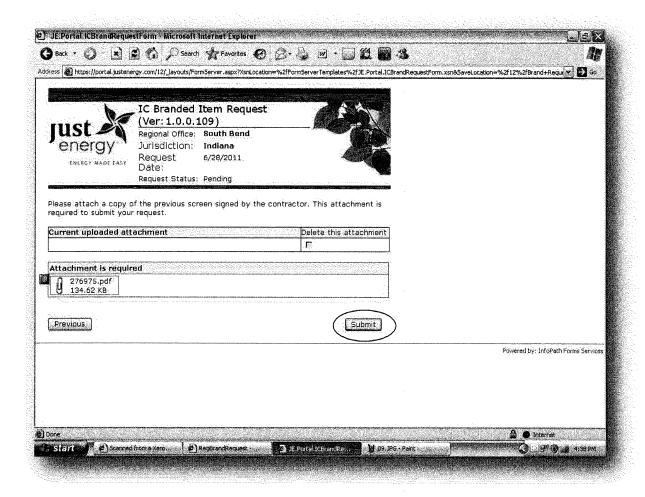
To upload the signed Contractor Authorization Form, click the "Click here to attach a file" blank.



Click on "Browse" to choose the scanned file from your computer.

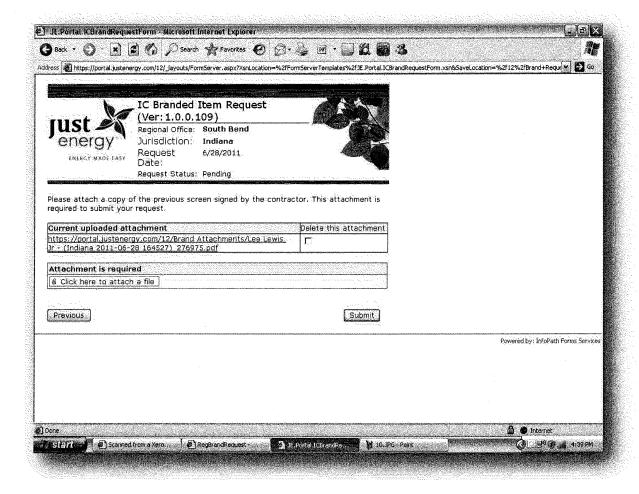
Tips: Name your scanned file properly, so you are clear which one to attach when you doing multiple orders. When attaching, wait until the file has been fully uploaded (as displayed above) then click submit

You could also scan the "Commission Deduction Authorization Form" to attach it here. Both documents are acceptable.



Once the file has successfully been uploaded, you will be able to see the attachment.

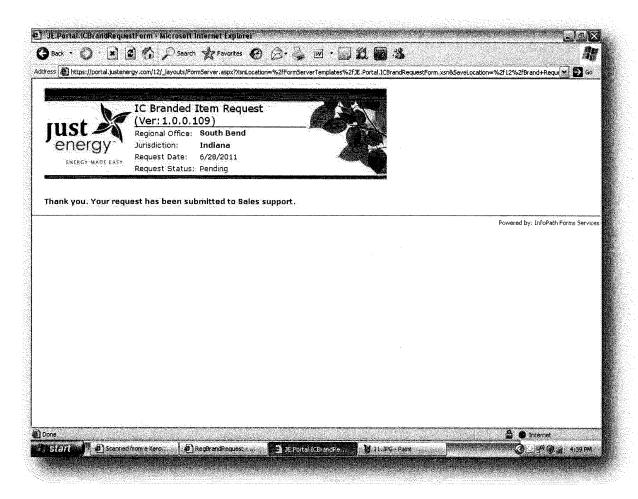
Once you have done this, you can click "Submit".



After clicking "Submit", you will see this screen. Here you are able to verify your file by clicking on the link. In the event that the incorrect file was attached, delete the attachment first and then repeat the previous steps of uploading an attachment to attach a new file.

Once everything is complete, click "Submit" and your request will then be submitted to Head Office for approval/processing.

Tip: When saving your file, please save it as a PDF and make sure the extension ".pdf" is showing in the link; otherwise, the Web Browser will not open the file properly.



As shown below, this page will come up once you have completed the process and your order has been sent to Sales Support.

The Issue Tracker

Issue Tracker

Just Energy strives to maintain open communication with Regional Offices and Contractors.

The Issue Tracker is a system that logs and documents all requests made by Contractors via their Office Administrators, Recruiters or Regional Distributors. The "Issue Tracker" can be used to submit Advance Requests or Commission Inquiries. Please note that Business Card requests should e done using the "IC Branded Items Request" option rather than via the Issue Tracker.

The Issue Tracker System is much improved from the previous system in that now Regional offices receive immediate acknowledgement of their request as well as are kept up to date regarding the request's processing through a new ongoing thread format.

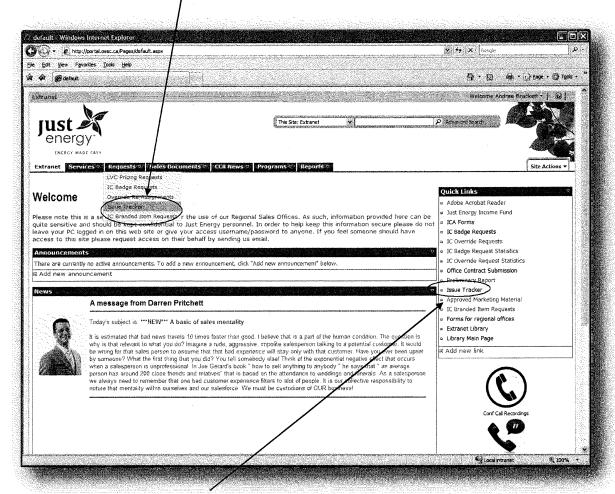
As most inquiries can be responded to and dealt with in a timely manner, some may be more complicated and may require further investigation; thus, take longer to process. For instance, some requests or inquiries may be re-directed to different departments before the request can be responded to as "Completed".

With respect to Advance Requests that have been processed, they will either be "Approved" or "Rejected". Whereas, for Commission Inquiries, once addressed, they will be classified as "Completed. If a request does not provide sufficient information regarding the said issue, it will be sent back as 'Incomplete,' and will thus be required to be re-sent with more information.

Accessing the "Issue Tracker"

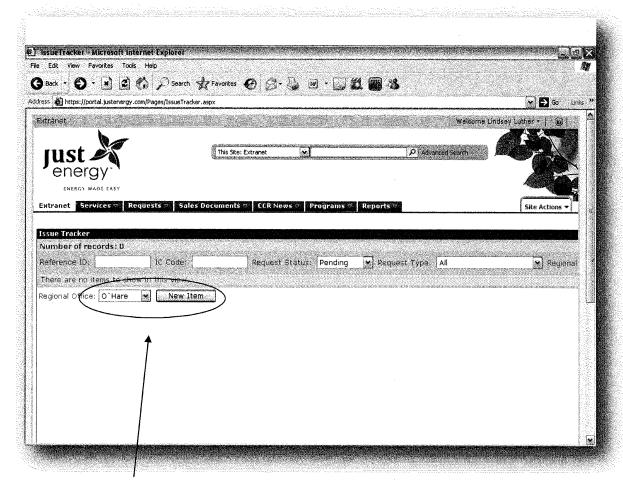
1. To access the "Issue Tracker on the extranet, you would need to sign into the Extranet – https://portal.justenergy.com

2. Once at the Just Energy Extranet Home Page, select the 'Request' tab and select the "Issue Tracker" option

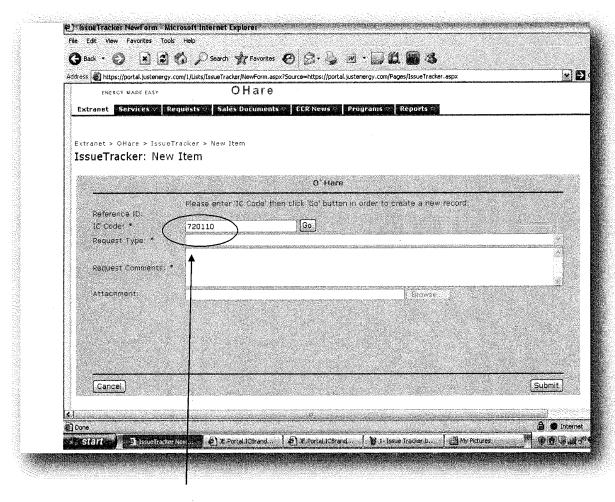


Also, you can use the "Issue Tracker" hyperlink in the "Quick Links" section, on the right hand side of the page, to access the Issue Tracker.

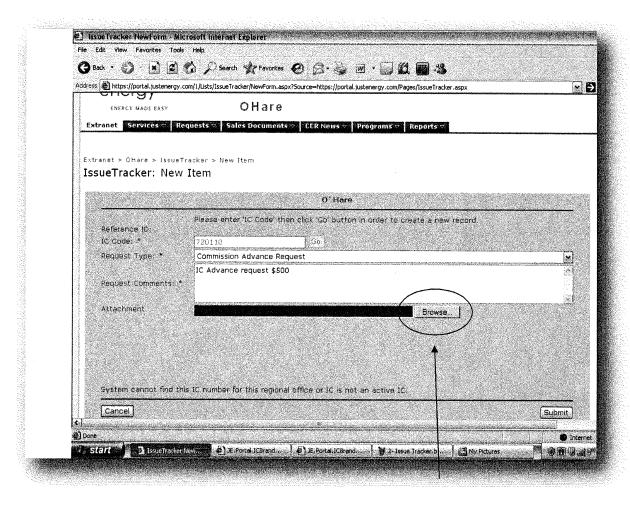
Issue Tracker step-by-step Process



To begin the process of Advance Request or Commission Inquiry, you must first identify your Regional Office from the given drop down menu. Once chosen, then click 'New Item' to continue.

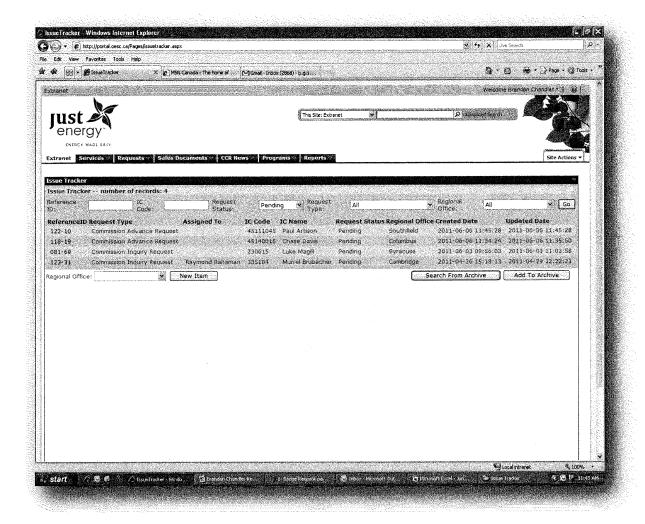


Next, you are required to input the Contractor's number in the "IC Code" field. A valid Contractor number must be given for the process to continue further. Once you have entered the number, click 'Go'.



After the Contractor's number has been verified, you must then specify whether you are filling out an Advance Request or Commission Inquiry from the 'Request Type' drop down menu. Then in Request Comments, give further details about your request or inquiry. For example as shown above, the comment specifies an advance of \$500. The IC Code, Request Type and Request Comments are all seen as mandatory information and must be filled out. Supporting documents for your request can be attached by clicking "Browse". Once done, you can click 'Submit'.

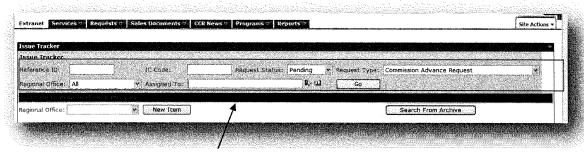
Please note for Advance Requests, you must attach the "Commission Advance Request Form" for the request will be sent back as "Incomplete".



After completing the process, you will be brought back to the main Issue Tracker page of the Extranet.

Searching the Issue Tracker

Each request submitted on the Issue Tracker is assigned as unique Reference ID which will allow the Issue to be tracked and reviewed at any time. Once a request has been reviewed/addressed and the status has been updated, it will no longer be in a "Pending" status; so, you may have to use some of the other search functions available to review what has occurred with the request.



You can make your search requests using the following options:

- Reference ID: This is the unique code given to that specific issue that was created (far left column and appears as a blue hyperlink on the Issue Tracker homepage).
- IC Code: This the Contractor's badge number
- Request Status: You can search for any request that would fall under that Status (i.e. Approved, Rejected, Incomplete, Pending, Completed, Cancelled)
- Request Type: You can search for any request that would be either an Advance Request or Commission Inquiry
- Regional Office: If you have access to more than one Regional office, you can search for requests submitted for a specific office.
- Assigned To: This field is defaulted for the regional offices to have the request go to Sales Support.

Tip: Check you "Request Status" and "Request Type" options to make sure that you have the correct search options selected. If you are searching for a request that has been "Approved" and your request status is set to "Pending" the search will come back as no record found.

Handling Non-Solicitation Requests

Handling Non-Solicitation Requests

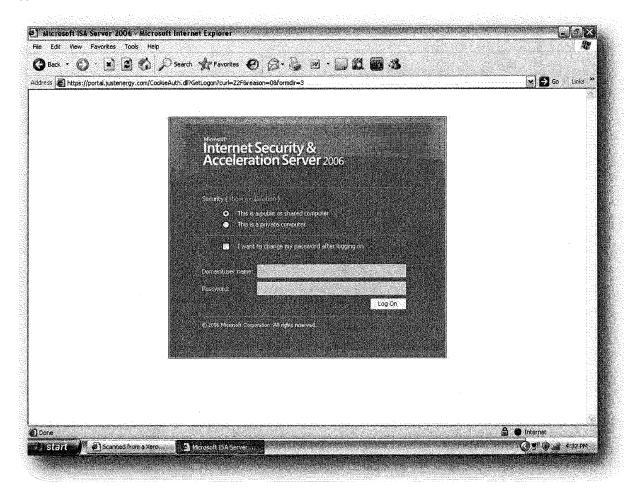
On occasion, customers who have been in contact with a contractor or Just Energy may request not to be solicited by Just Energy or any representatives Just Energy. It is imperative that we honour these requests and do our due diligence with respect to being compliant.

Just Energy has a process in place to facilitate these types of requests when they are requested either from the customer directly or by a third party acting on the behalf (and at the request) of the customer.

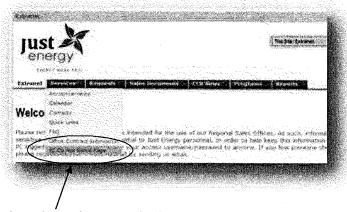
The "Do Not Solicit" list is available for every jurisdiction and is constantly being updated by Just Energy. In the event that a request for non-solicitation is received in the regional office from a Customer, that request must be added to the "Do Not Solicit" which is available on the Extranet. Also, the "Do Not Solicit" list can be viewed on the Extranet, to confirm that a customer is present on the list and that Just Energy is abiding by the customer's request.

Entering Non-Solicitation Requests step-by-step process

Type in https://portal.justenergy.com



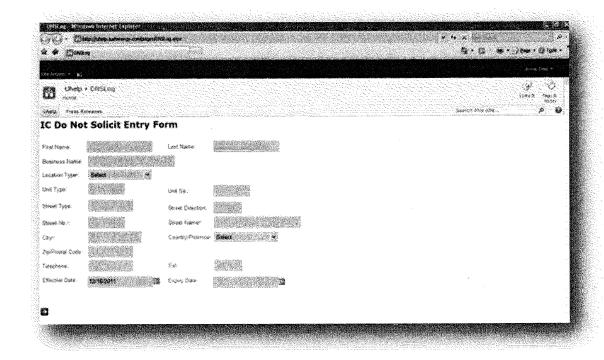
Log in using your user name and password assigned to you by Sales Support. If in the event that your password is not working, please contact your RSM or Sales Support.



Once you have logged in, go o the "Services" tab on the top menu and choose the "IC Do Not Solicit Page" option.

After you have selected this option, you will be asked to log in again to this secured page.

When the login screen appears, you will need to enter your username and password using the "OESCCA" server. Please note that this is the same log in you use to access your email. Example: The username for "John Smith" would need to appear as "OESCCA\jsmith".



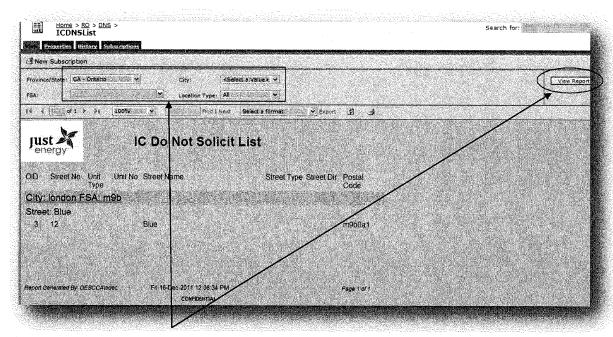
Once you have entered your username and password and logged in, you will be brought to the "IC Do Not Solicit Form". You would need to fill out all of the required information in order to have the entry saved and submitted. Please note that all required fields are marked with a *.

Once completed, click the button to submit entry.

Viewing Non-Solicitation Reports



From the Extranet welcome page, select the "Reports" tab and choose the "IC Do Not Solicit List" option.



You will be presented with a search criteria which you will need to set in order to have the list generated. Once you have selected the Province/State, City and Location type you are searching for, click the "View Report" button. Your list should be displayed on the screen once the report has been generated.

Understanding Commissions and the Reports

Commissions Structure

• Just Energy's Commissions consists of a multi-leveled commission's structure wherein commissions on agreements are rendered at different periods. Depending on the payroll structure that is in place for your jurisdiction, Contractors should receive their first commissions on a submitted/ approved agreement on the second or third payroll after the agreement has been submitted.

The Commissions structure is comprised of the following:

- Initial Commissions
- Reconciliation Commissions
- Residual Commissions

Initial Commissions

- Paid weekly for agreements submitted which have been approved for enrollment with JE two/ three weeks post submission.
- The following markets are on a three (3) week commissions payroll structure:
 - Alberta
 - o Indiana
 - o Manitoba
 - o Quebec
 - Saskatchewan
- The following markets are on a two (2) week commissions payroll structure:
 - British Columbia
 - o Illinois
 - Massachusetts
 - Maryland
 - Michigan
 - New Jersey
 - New York
 - o Ohio
 - Ontario
 - Pennsylvania
 - Texas
- This means that the contractor should expect the commission to appear on their payroll report on the second or third payroll after the agreement was submitted for enrollment.
- The designated Commissions payroll structure also allows the majority of utility rejects to be accounted for as well as the majority of agreements to be processed properly. Special circumstances may arise which may affect the occasional agreement; however, these are addressed quickly and generally result in the resolution of the issue by the time the following payroll report is run.

The Initial Commission Payroll Report is broken up into 3 sections:

1. Accepted Accounts

- Agreement is reaffirmed/verified
- Credit approved (if applicable in market; TX, MA, IL, AB), and
- Approved by the utility.

2. Pending Accounts

- Pending approval/response from the utility
- Has not yet been credit approved (if applicable; TX, MA, IL, AB),
- Invalid Information (incorrect account information account number, customer information, utility information)
- Pending reaffirmation/verification

3. Rejected Accounts

- Invalid account information,
- · Inactive account,
- · Already a customer,
- · Customer cancelled,
- Failed credit (if applicable; TX, MA, IL, AB).

Initial Commission Report

ene		Independent Contractor Earnings Details									
xxxxx -	Independent Contracto						Initial Cheque CD - XX				
Com.Date Contract#	Name, Current Address	Type FPRC			ype	Options	RCE	Volume	Owing (cap)	Final Pay	Net Pay N H
Accepted	Accounts										
Gas											
09-Jul-11 XXXXXX	CUSTOMER ONE, 58 HICKORY ST, ANY TOWN	N-RES-B-P CFXXXXXX	Υ.	N I	NL		XXX	XXX	\$X.X)	N/A	\$X.XX
	Same and the second second	N-RES-G-P CFXXXXXX		1	NL		XXX	Х.	\$X.X	N/A	\$X.X)
09-Jul-11 XXXXXX	CUSTOMER TWO, 26262 N HICKORY AVE, ANY TOWN	N-RES-B-P ACXXXXXX	Y		. 275		XXX	XXX	\$X.X)	N/A	\$X.XX
		N-RES-G-P ACXXXXXX		4	NL		XXX	X	\$X.X>	N/A	\$X.XX
09-Jul-11 XXXXXX	CUSTOMER THREE, 690 ASHBURN CT ,ANY TOWN	N-RES-B-P ACXXXXXX		N 3	NL		XXX	XXX	\$X.X	N/A	\$X.XX
09-Jul-11 XXXXXX	CUSTOMER FOUR, 608 BURDICK ST, ANY TOWN	N-RES-B-P ACXXXXXX	Y	N I	NL		XXX	XXX	\$X.X)	N/A	\$X.XX
GAS	Accts - Brown: 4 Green	: 2				GAS Total	5.00		\$X.X>		\$X.XX
Pending I	Accounts										15
Gas											
02-Jul-11 XXXXXX	CUSTOMER FOUR, 59 HICKORY ST, ANY TOWN	N-RES-B-P ACXXXXXX		N I	NL		XXX	XXX	\$X X)	N/A	\$X.X)
Invalid Informa 09-Jul-11 XXXXXX	CUSTOMER FIVE, 708 MCKINLEY AVE, ANY TOWN	N-RES-B-P ACXXXXXX	Y - 1	N I	NL.		XXX	xxx	\$X.X)	N/A	\$X.XX
Invalid informa	tion .										
GAS	Accts - Brown : 2 Green	: 0				GAS Total	2.00		\$0,00		\$0.00
Rejected .	Accounts										
Gas											
09-Jul-11 XXXXXX	CUSTOMER SIX, 26249 N MAPLE AVE, ANY TOWN	N-RES-8-P ACXXXXXX		N I	NL		XXX	XXX	\$X.X)	N/A	\$X.X)
Cancelled By (Suotomer							. 50%			salar a
09-Jul-11 XXXXXX	CUSTOMER SEVEN, 247 N MAPLE AVE, ANYTOWN	N-RES-B-P ACXXXXXX	N	N I	NL		XXX	XXX	\$X.XX	N/A	\$X.X)
Cancelled By (Lustomer										

Initial Commission Reports

- Each weekly initial commission cheque will come with the following:
 - A cheque (if there is a positive amount to be paid),

A summary page of deductions/adjustments associated with the cheque will be attached to the cheque.

- A Contractor Earnings Details Report This is a detailed list of customers that are in an accepted, pending or rejected status and an explanation as to why the accounts are pending and/or rejected;
- A Contractor Commission Summary Report which is an overview of all accepted, pending and rejected agreements plus weekly bonus information.
- Summary reports are also provided to Assistant Crew Coordinators, Crew Coordinators, Regional Distributors, Senior Regional Distributors, and National Distributors; outlining the individuals they are responsible for and the override commissions that they have received on each contractor (at their respective level).

Weekly Bonuses

 Calculated based on predetermined approval thresholds, as set out in given market's commission table (please see your market's commission schedule at the back of the Independent Contractor Agreement (ICA) for additional information.

Reconciliation Commissions

- Paid monthly for agreements that have been flowing for 60 days since the agreement was submitted by the Contractor and accepted for enrollment.
 - This is an important and unique process with JE as this allows for commissions to be balanced out for agreements that may have experienced adjustments to the customer account during the first 60 days of flowing on JE's program.
 - Each month, Just Energy runs a Reconciliation Report. In addition, the Initial Commission is "clawed back" any time an initial payment has been made but the deal has been cancelled within the initial 60 days of being paid.

"Claw backs"

- o If an initial payment is made on an agreement that does not get approved, that initial payment will be taken back ('claw back') at reconciliation.
- Please note that there are no "Bonuses" associated with the Reconciliation Report as this report is designed to reconcile the commission rendered to the Contractor on the initial payroll.

Residual Commissions

- Paid only to Contractors in good standing with the company, for agreements that successfully flow with Just Energy.
 - Residual payments are earned by "Active Contractors" (defined below)
 in the amount indicated in the Commission's Schedule (attached to the
 Independent Contractor Agreement) per agreement that is still flowing
 on the anniversary date of the agreement.
 - Residuals are paid by the end of the month following the month of the anniversary date of the agreement.
 - An "Active Contractor" is a Contractor that:

has submitted agreements equal to at least 65 residential customer equivalents during the 3 month period prior to the residual payment date;

has submitted agreements within the 30 day period prior to the residual payment date; and

has not provided services to any competitor of Just Energy or its affiliates during the eligibility period.

- Contractors that become inactive prior to the payment of any residual payments will not be entitled to any residual payment not yet paid.
- Residuals are paid to the contractor on an annual basis appearing on the reconciliation commissions report for the month in which the customer's anniversary date is reflected in our system. Please note that the customer's account must also be flowing with JE in order for the residual commission to be issued.

Commission Cheques

- Commission reports are run weekly and commission cheques are cut each Friday. The commission cheques are shipped on from Head Office on Fridays to arrive in each office for Monday morning.
 - In circumstances where holidays fall on a Monday or Friday, you will be notified by the Sales Department of the adjusted Commissions schedule and when the commission's bag is expected to arrive in the office.
 - In circumstances where commission cheques are received early (either shipped early or picked up from Head Office), please note that they cheque CANNOT be cashed/deposited BEFORE the date that is on the cheque.
- Cheques must be distributed to Contractors
 - Regional offices should hold on to commission cheques for one month, if the contractor is not present to accept or receive it. At the end of each month, any unclaimed cheques are to be shipped to Head Office, to the Sales Support Department, so that they may be mailed to the contractors' home.
 - O Please note that the cheques which are returned to be mailed to a contractor's home will be sent to the last address we have on file. If a former contractor has contacted your office inquiring about any returned cheques, please verify their address to see if there have been any changes. If their address has changed, please advise Sales Support of this, via email, so that the appropriate adjustments can be made.

This is Exhibit "28" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Job Title:	Fairview Pilot Regional Distributor	Job Category:	Pilot	
Department/Group:	Fairview West	Job Code/ Req#:	N/A	
Location:	Ontario	Travel Required:	100%	
Level/Salary Range:	\$1200/Week	Position Type:	Independent Contractor	
Contact:	Brian Marsellus	Date posted:	December 1, 2015	
Will Train Applicant(s):	N/A	Posting Expires:	December 30, 2015	
External posting URL:	N/A			
Internal posting URL:	N/A			
Applications Accepted	Ву:			
E saalle		lau.		

E-MAIL:

MAIL:

bmarsellus@Fairview.JustEnergySales.com

Just Energy

Windsteller State State

245 Fairview Mall Drive, Suite 203

Attention: Brian Marsellus

North York, Ont. M2J 4T1

Job Description

Fairview Pilot - Regional Distributor Job Description

Execution of Company best practice of "Leading by Example" while heading a successful sales campaign.

Collaborate with other managers to ensure effective coordination in the achievement of organizational goals.

Execute a repeatable sales model that ensures consistent success and revenue growth.

Qualify prospects through canvassing door to door and "Get the sale" using approved cold calling presentations.

Implement and execute Sales Process Management (Eg. Knocking, Street Sheet Tracking, Selling, TPV, Install/Delivery) into your Team.

Ensure all operational procedures are followed by the sales team (Eg. Start Time, Break Time, Training Times, End Times, etc.).

Assign sales quotas and meet personal and team sales goals.

Generate district sales territories for sales team on a daily basis.

Give timely and accurate feedback to management

Analyze sales statistics and provide feedback to management for example - number of door knocked, presentations made, number of rejections, and number of deals accepted, salesperson evaluations, etc.

Research dropped accounts and follow sales leads through the company processes.

Advise sales representatives on ways to improve their sales performance and how to better identify sales and marketing opportunities within the assigned territories.

Attend meeting, sales events and trainings to keep abreast of the latest developments and be responsible and accountable for meeting deadlines.

Any other duties as required.

Reviewed By:	Brian Marsellus	Date:	November 30, 2015
Approved By:	Brian Marsellus	Date:	November 30, 2015
Last Updated By:	Brian Marsellus	Date/Time:	November 30, 2015

This is Exhibit "29" referred to in the Affidavit of Michelle Alexander Sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Leadership Summit 2012



Recruiting Steps



Current – Print advertisement

- Major Newspapers
- Free Publications
- Weekly Employment Papers
- Local/Community Newspapers
- Niche publications

Current – Digital online advertisement

- · CareerBuilder.com
- Monster.com
- Jobshop.ca/.com
- Indeed.com
- Google
- JobServe (includes hundreds of niche sites)
- · Workopolis.com
- · Bestjobs.ca.com
- · Allretailjobs.com
- Net hire
- Facebook
- LinkedIn
- Talent Egg
- Print websites (Jobs Classified, Sun Media, Employment News, etc)

What Recruiters Should be Doing...

- · Recommend Posting to Free sites on a routine basis,
- Implement a schedule,
- Kijiji only so many ads can be topped, coordinate with Katie from Glimmer on a schedule of when ads should be topped and which ads. Repost non-topped ads daily.

What Recruiters Should be Doing...

- Pick up the papers, look online Make sure your ads are running and become familiar with the language being used,
- · Looking at competition online and print. NOT only Energy companies,
- Look at industries that would translate into good candidates (hospitality, retail, etc) and see what those companies are offering. This is who you are competing with.

Extra Recruiting Initiatives

- > FREE ONLINE:
- Kijiji.ca
- E-Bay.com
- Craigslist.com
- All Star jobs.com
- Job Spider.com
- Zip recruiter.com

➤ ADDITIONALS

Malle Blitz



INTERVIEW PROCESS

QUITE SIMPLE

We're in the people business!

PSYCHOLOGY

- > the science of the mind or of mental states and processes,
- mental ploys or strategy.

The science of HUMAN BEHAVIOR.....Period!!

Interviews must include the 3 Beliefs

TIMING THE BELIEF AND WHY?

B-1 Belief in Company B-2 Belief in Product

Why we do this:

- Need the WOW FACTOR for the candidate
- Need to ask questions Engagement
- To get the buy-in from the candidate

B-3 Belief in Candidate

Connection = Qualifying candidate
Candidate engagement ensure buy-in

- Connecting begins with a question
- · Continues with an answer
- · Finishes with tying answer into the opportunity

Strong qualify includes: Good questions that lead the candidate to a specific

➤ When you talk at the candidate, you leave the candidate behind!!

CLOSE = TAKE AWAY

Why we do this:

Opportunity Earned = Opportunity Appreciated

- No one wants a job they have to be sold on.
- What behaviors to convey to a candidate.
 - ➤ Create Urgency and Qualification



Recruitment Tracking Metrics

- How many calls?
- How many resumes?
- How many interviews booked?
- How many interviews showed?
- How many candidates selected?
- How many badges?

All of the above should be 70% or higher

GOLDMINE SOFTWARE

New innovative tracking system (ATS)
Tracking our candidates on a macro level

- When candidate called
- · When booked for interview
- · From what resource
- · Show or no show
- · Canceled\rescheduled
- · Booked for orientation
- · Showed for orientation
- Badge #

Availability to do general search queries.

Increase your Business with all the small details, but most Importantly...

Do Not Forget

- · Proper confirmation call for interviews,
- · Proper confirmation calls for orientation,
- · Weekly meetings with recruiter,
 - Don't assume they are doing what they are supposed to be doing.
- · Consistency with verbiage builds credibility,
- Knowing #'s at an instant when asked,
- · What their goals are- make sure aligned with yours,
- · Mirror imagine candidate, and
- · Direction and Influence of You

Business Partner

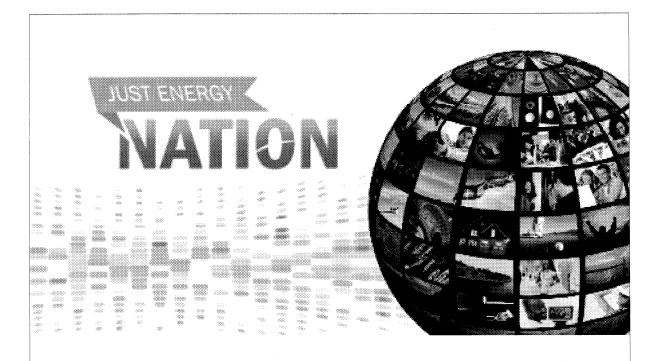
- · Be aware how the office operates when you're not in,
- Do not expect from others that your not willing, or can not, do yourself.
- Challenge your recruiter- interview for a orientation....compete every so often for results
- People will pick up 60% of your good habits
- People will pick up 100% of your bad habits

> LEADERS LEAD, NOT MANAGE!





Leadership Summit 2012



RICHARD TEIXEIRA & SHANNON KATSCHILO SEPTEMBER 28TH, 2012

Achievers

Achievers (formerly I Love Rewards) is passionate about employee rewards and Social Recognition. Our software helps engage employees and inspire performance globally.

We have:

- Over 9 years of experience in the recognition industry
- 10 Industry Leading Awards including, #1 Web based Recognition Company in the World
- Financial backing by JLA Ventures (OMERS), OVC and GrandBanks, Sequoia Capital













Some of our Clients

Deloitte®

























Benefits of Incentives

Trophy value

- Tangible symbol of achievement and success
- Speaks to your sales team's innate competitive nature
- Acknowledgement from peers when "trophy" is received
- Long-lasting reminder of success and how success was achieved



Why Choice is Good...

Choice of rewards

- Key is to provide choice and a variety of rewards
- The ability to choose one's reward makes the reward meaningful and personal to the recipient
- Creates positive connection to the person or company who offered the reward



Benefits of Recognition

Motivate specific activities

 Targets and incents the behaviors and actions that maximize the effectiveness of sales campaigns

Incent right behaviors early on

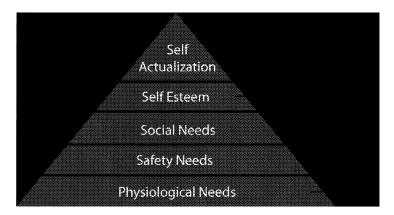
- Drives positive behavior early in the sales cycle to get the results you want
- Ability to increase number of calls, meetings, demos, etc. to help sales reps build a healthy sales funnel



Why Recognize Individuals?

"What gets recognized, gets repeated"

The Recognition Factor: Addresses a higher motivational need and sparks intrinsic motivation in sales people



What gets Recognized gets Repeated

That's a powerful statement and resonates in every avenue in life and we do it everywhere we go and almost everyday.

- Why do you give a bartender a large tip?
 - Because you want them to remember you the next you come up to the bar and get served right away.
- · Why do you give your child an allowance?
 - So they can do chores and learn responsibility.
- Why do you bring your wife flowers?
 - So she won't give you hell for working the late hours you do.

We recognize people everyday already, so why not recognize individuals who can help build your distributorships and drive sales!

Engaging the Sales Force

Remember the Sales Bell Curve:

- 20% of a sales force are top performers, 20% of a sales force are bottom performers, 60% of a sales force are middle performers.

Who do you focus on?

- You identify the good habits of the top performers and bring those disciplines to you middle performers,
- That's why we gave you all the points, to ultimately engage your sales force at all
- Most recognitions currently only recognize top performers, so it's important to have the ability to identify and celebrate the accomplishments of all individuals.

Quick Demo

http://justenergynation.achievers.com

Top Just Energy Nation Recognizers

First Name	Last Name	# of Recognitions Given
Ryan	McManus	1,235
Shaun	Lowery	1,046
Dennis	Piazza	788
Jamie	Bradstock	706
Hans	Gerlus	691
Daniel	Camirand	633
Mark	Tustin	603
Theodore	Blair	582
Kyle	Simpson	547
Patrick	Gilliland	547

Next Steps

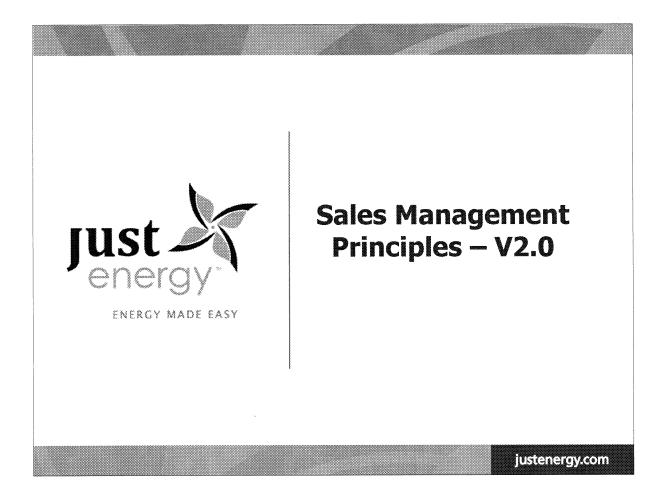
- Take time to recognize your team daily,
- · Understand what is on your IC's wish-list,
- Encourage your IC's to recognize each other,
- · To add their profile picture, and
- · To add their personal email address.

To Recap...

Recognition = Increase Sales







First Things First

Where's Kambiz?

What to Focus on...

Regionals should focus on three key concepts with respect to Sales Management.

- 1. Recruiting,
- 2. Onboarding, and
- 3. Inspiration and Motivation

All Regionals understand these concepts, but not will apply all three.

What to Focus on...

If some of this sounds redundant, just remember this:

Repetition is the mother of all learning...

Where Do You Start?

- The key is to be aware of each concept and work towards improvements within each function.
- We want to show you items we've noticed, make you aware of them, and provide ideas and suggestions on how to improve.

Where Do You Start?

One word... RECRUITING!!!

Recruits are currency. The more you have, the richer you'll be!



Recruiting

- Recruiting is the lifeblood of any sales organization.
- Simply put, you cannot drive sales if you cannot bring people into your offices, train them, and inspire them.
- Sales organizations such as Xerox actually mandate how many reps a manager must have in their "funnel" at all times.
 - They understand that for every existing rep that leaves the door, you must have two ready to step in.

Attrition in the Sales Force

Here is some food for thought...

- On average, 50% of newly badged Contractors will never sign an agreement.
- Another 25% will have left by their third day,
- Another 15% will have left by their third month,

That leaves about 10% of Contractors who will remain in your office by the time they've received their first reconciliation.

So What Does that Mean...

The numbers just listed were averages however think about your own office for a moment.

Do those percentages seems correct to you?

- Be aware of what your IC attrition rate is...
- Building a solid foundation takes time,
- Be aware that only 1 in 10 new recruits will be there in three months time.

Recruiting

I know what you are all thinking...

"My Office is Different"

Maybe it is however your offices are not exempt from IC attrition.

Not focusing on driving bodies in will only deplete your sales force and put you the eight ball.

Recruiting

Recruiting allows you to:

- GROW!
- Have the potential of having another Darren Pritchett, Johnny Lavoie, Andy Weiner, Cory Pritchett, Dennis Piazza, or Dan Camirand in your office.
- Refresh the 'old blood' in your office.
- Challenge potential leaders with development.

New Recruit Mindset

- A new candidate has a very short lifespan.
- They've answered an ad for a reason however chances are, they answered many ads.
- Getting a new job is a numbers game, just like sales.
- You and your Recruiter <u>MUST</u> sell the opportunity.

Ask Yourself...

- When was the last time you conducted an interview or sat in on one?
- What is the turnaround time for your recruiters to reach out to a candidate once they've called your office?
- What are your weekly recruiting targets?
- What is your recruiting strategy?
- Is your recruiting team aware of your expectations?
- Do you have weekly meetings with your recruiter?
- How often have you cancelled a session because of low attendance or because all of your crews are on the road?
- Do you have a balance between push weeks and recruiting weeks?
- What other methods of recruiting have you invested in?

Return on Investment

- Recruiting will provide you the largest return than any other investment you make into your business! PERIOD!
- It is also one of the most inexpensive forms of investment you can make into your distributorship and can be free,
 - new recruits, do mean work for you and your leaders.
- Nonetheless, your weekly average should reflect what your office can support and ensure your IC base is not shrinking.

Managing Recruiting

- · Are we suggesting that the world will end if you do not recruit for a week?
- · No! As long as it's strategic and you don't lose sight of it.
- Sometimes, you hold off on recruiting to allow your current team to catch up and develop.
- Road trips are great ways to bring new recruits on board. It ensures you don't burn local territory and engages the new reps immediately.

Onboarding

Onboarding

So you've got a classroom full of people, now what?

- Much like your potential customer, most people that room have no clue about Just Energy, our product, or have any sales skills.
- Proper orientation provides people with confidence.
- People prefer to live in their comfort zones. Taking an individual and having them knock doors the next day without proper development will have them running for the hills!
 - Knocking on someone's home, that you don't know, can be considered odd,
 - Talking to strangers isn't necessarily a strong point for most people,
 - Working on straight commission is scary.

The Emotional Roller Coaster

It's important to note what is going through your Contractors' head when they begin marketing:

- They are there because they want/need to be,
- · They are looking for a reason to leave,
- · They're waiting for something to go wrong.

New ICs are extremely cynical, so you have to be consistent and not oversell.

You'll put yourself in a bad position if ICs are oversold and you can't deliver.

Consistency

Your messaging **MUST** be the **EXACT** same as your Crew Coordinators, Admin and Recruiter.

What does that mean...

- You'll lose your new recruits if they get in that van/car and hear something completely different from your leaders.
 - i.e. you push the ability to make thousands and your crew coordinator tells them that's B.S.
 - You set the expectation for 10 deals a day and your leaders say that five is good enough...

The "Dets..."

It's the SMALL DETAILS that make a BIG DIFFERENCE!

What does that mean...

- Look at your office through the eyes of a new IC,
 - How does your office look?
 - How are the attitudes of the people in your office?
 - How are the Leaders in your Office presenting themselves (including you)?
 - Are there out-of-date Commission cheques on the wall, posters that are in bad shape, trophies not properly displayed, etc...

The "Dets..."

Why does any of that matter?

To quote Tom Emmerich:

"I was looking for ways to quit before I even started"

New ICs are looking for ways out before they even start. A poorly structured office, Leaders who don't care and a Regional who is trying to do everything by their self contradicts everything you've said during the recruiting phase.

Proper Orientation Overcomes Fear

Knocking doors as soon as possible may get them a commission sooner but if they haven't been equipped with the right tools, they'll never make a sale.

- Orientation sessions build confidence and sets the tone for structure.
- Just Energy's orientation process was built to ensure that new candidates are brought in and given the three "B"s.
 - Belief in Just Energy,
 - Belief in the product, and
 - Belief in their abilities.

Orientation...Setting the Expectations

- Orientations allow you to set your expectations and not allow them to set their own
 - I can't how tell you how many orientation sessions I've been to where Regionals have lowered expectations just to save the recruit.
- Never compromise your structure or the expectations you want to set in order to save a new recruit:

There's a difference between over-promising and setting proper expectations.

- Over-promising example:
 - "Dude, you'll make sick money here, like \$3,000 a week"
- Proper expectation example:
 - "Show commitment and hard-work and I'll show a lifestyle you've never had before"

Orientation...Setting the Structure

Orientations also allow you to set your structure.

- Recruits should know exactly your weekly schedule is and your expectation on efforts and marketing.
 - No one should be coming up to you a week later asking you if it's okay to only market half the week or that weekends are out of the question, as they've have sewing classes to take.
 - This should also be set during the recruiting portion as well.
- The concept of team **MUST** be instilled during orientation. This makes for a seamless transition to their assigned crew.

Lack of Growth?

Ask yourself this questions:

Are you doing everything yourself?

A new recruit who comes into orientation and sees a Regional doing **EVERYTHING** themselves is not congruent with your messaging of **GROWTH** during the recruiting process.

GROWTH starts in your office. Assign responsibility and hold people accountable.

Orientations

On top of that, new recruits will also learn:

- the script,
- how to interact with customers,
- what are the right things to say and more importantly...
- what wrong things to avoid.

Remember...Sales is a skill, which means it can be taught and learned.

Lastly on Orientations

You should do your orientations! Who better to make that sale?

It's your responsibility to set expectations and set the conditions for success.

Motivation and Inspiration

Motivating and Inspiring

"I believe that anyone can do this business. What I don't believe is that everyone is willing to put in the effort that is required to **EXCEL** in this business."

- Darren Pritchett

Motivating and Inspiring

- The difference between success and failure for your ICs and your distributorship is structure.
- · Independent Contractors are a reflection of their leader.
- You have to create positive success habits in yourself, so that it can be duplicated in the people around you.

What are those success habits?

You have to be the "Image of Success"!

- · Dress professionally,
- · Speak professionally,
- Be organized,
- Be knowledgeable,
- Always be seeking improvement; i.e. tapes, books, etc...,
- Be ready for meetings, always start on time, and make them informative and fun,
- Set your own goals & know the goals of the ICs both professionally and personally – JUST ENERGY NATION PLUG HERE!

The BOTTOM LINE – If you are the image of success your ICs will want to follow you!

Remember: New ICs will only pick-up on <u>50%</u> to <u>60%</u> of your good habits, but will pick-up <u>100%</u> of your bad habits.

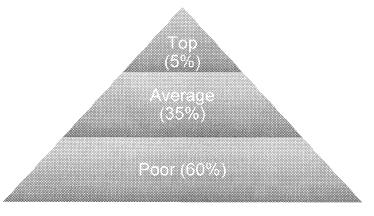
"Law of Majority"

The "Law of Majority" dictates that people will follow the masses.

"The Herd Mentality"

Where is the mass in your distributorship?

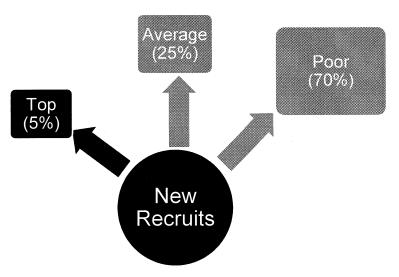
"Law of Majority" The average performance population:



In order to build a long term, consistent, and successful Regional Office, it's important to note the "Law of Majority".

"Law of Majority"

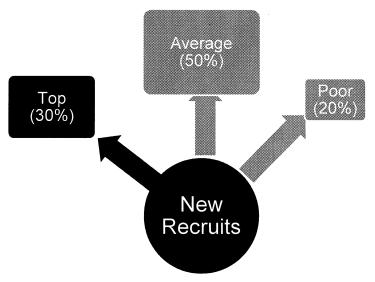
Here are the results if you plug new recruits into a Regional Office:



In most cases the majority is composed of underperforming ICs that will bring down the average.

"Law of Majority"

Example of a distributorship that will lead to good results:



By teaching the success habits you change the environment for success. The aim here is to create a "sales bell curve".

The Effect of Leading by Example

"In life you have 2 choices; be a part of the crowd or lead the crowd".

You have to acknowledge:

- ACCs and CCs MUST lead by example:
 - •Setting the pace and driving the business will lead to a more productive crew.
 - •They will only do this through your constant review and supervision.
 - If not, they have to be replaced.
- It is your responsibility to drive expectations.
- •You work hard and expect more...so will your team.

The Effect of Leading by Example

Different Contractors will generally follow the leader at a different pace.

- Top producing ICs will do 75% to 85% of their leader,
- Mid-range ICs will do 50% to 60% of their leader, and
- Low-level ICs will do 30% to 40% of their leader.

It's important to note that people learn from seeing, hence the importance of habits.

Here's the good news...

Some underachievers can be resurrected!

People will often revert back to poor habits if, as leaders, you're not monitoring and managing those habits.

More good news...

Some cannot!

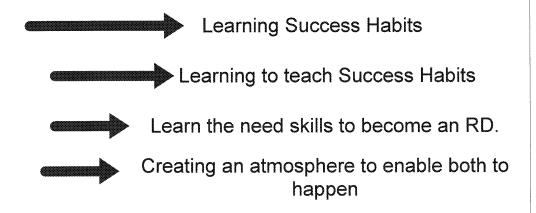
If after constant coaching and reinforcement, some habits do not improve; a conversation should be had to determine the next course of action.

Remember, attrition is good, as long as it's on your terms!

This business may not be for them.

The Effect of Leading by Example

ACCs and CCs got to their roles by instituting positive habits and demonstrating their desire to learn.



"Don't confuse time served with success."

- Becoming a Regional, Senior Regional, or a National Distributor is not a destination, it's a PART of the journey.
- Manageritis is the <u>BIGGEST</u> cause of failure at these levels.
- You got there by leading by example.
- You will either continue to grow, by continuing to lead by example, or wither and die on the vine by not.

Coaching and Retention

Creating solid habits in Independent Contractors is vital to a successful distributorship.

- You have to lead by example and create solid success habits in yourself and those around you.
- People are creatures of Habit.
- Create, teach, and reinforce habits that will lead to long term <u>SUCCESS</u>!
- It's only when you have the best interest at heart of your office will they trust you, learn from you, and better yet, stay with you.





Leadership Summit 2012



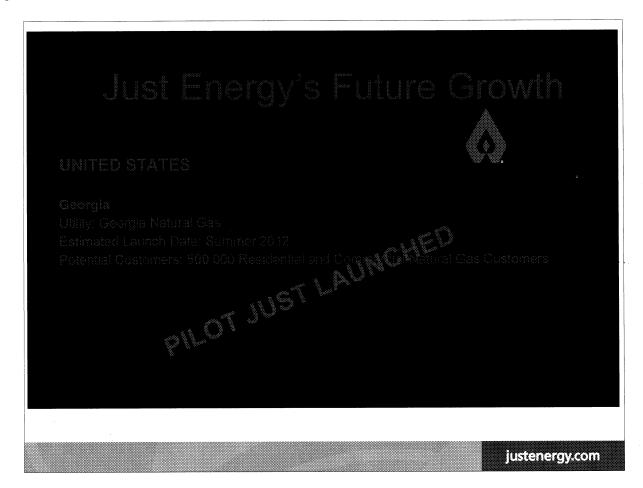
Leadership Summit 2012 Vision and Expansion

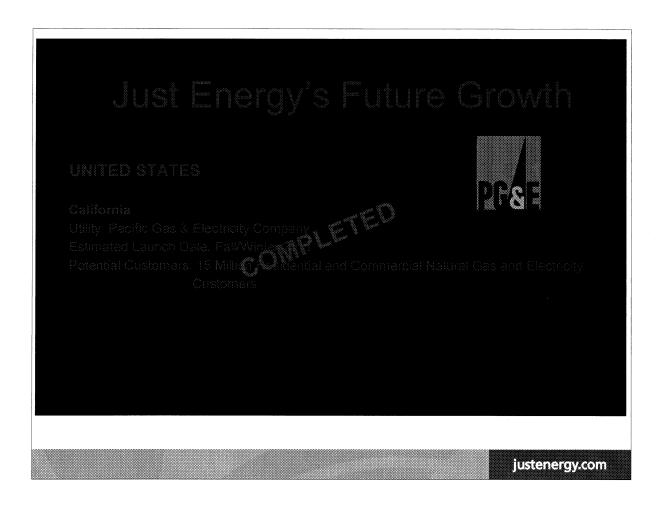
Goals List

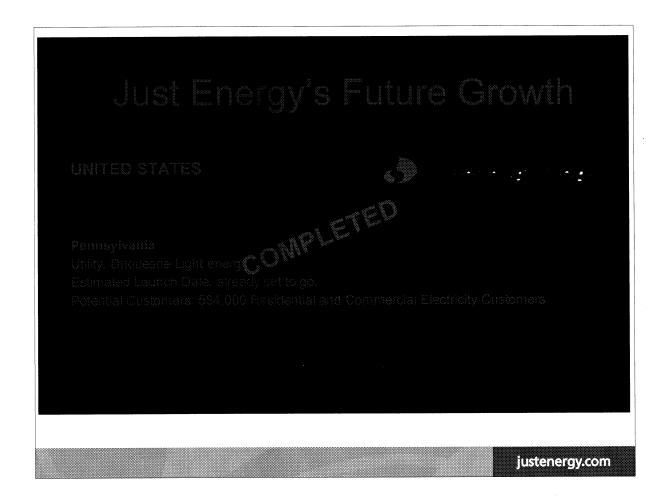
Last Summit, we presented a snapshot of our future market expansions and our goals of entry.

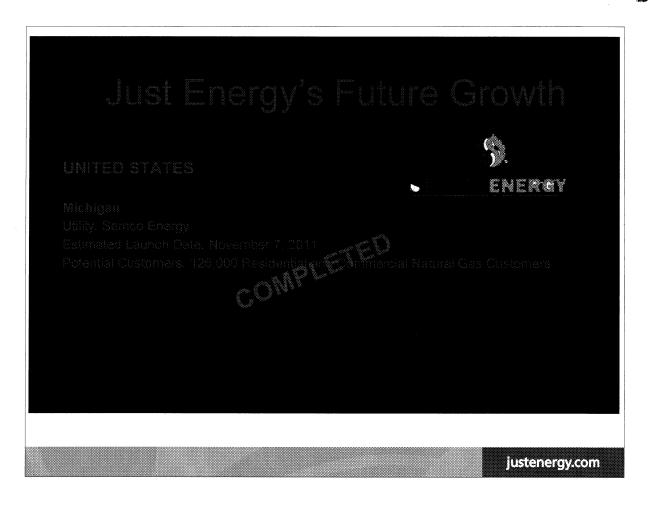
Let's review...

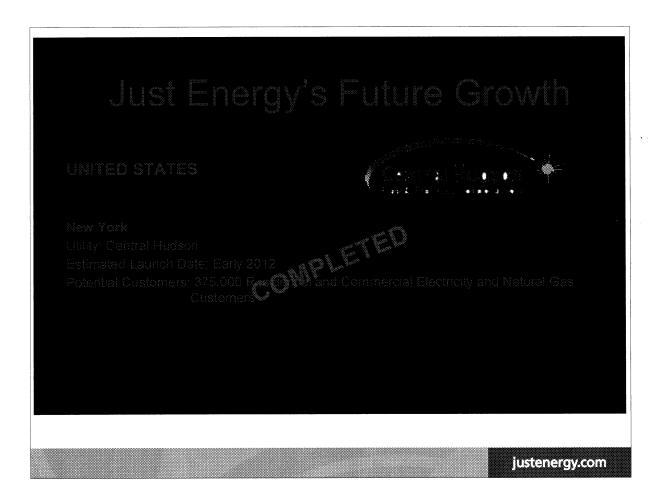


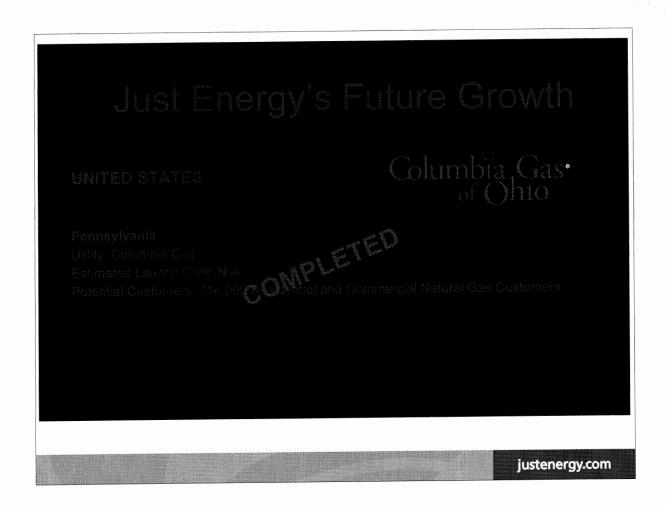


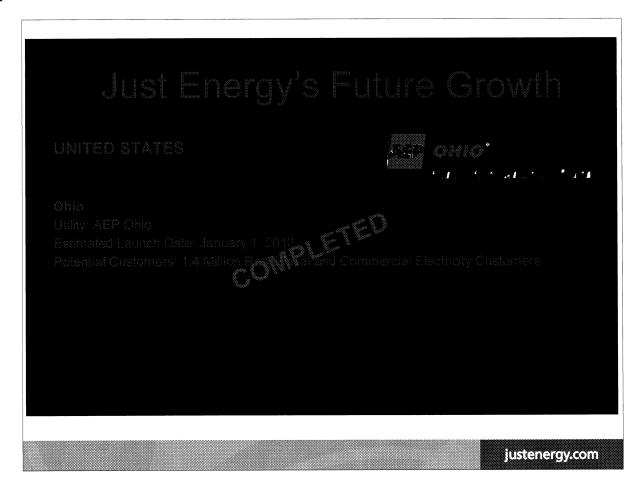




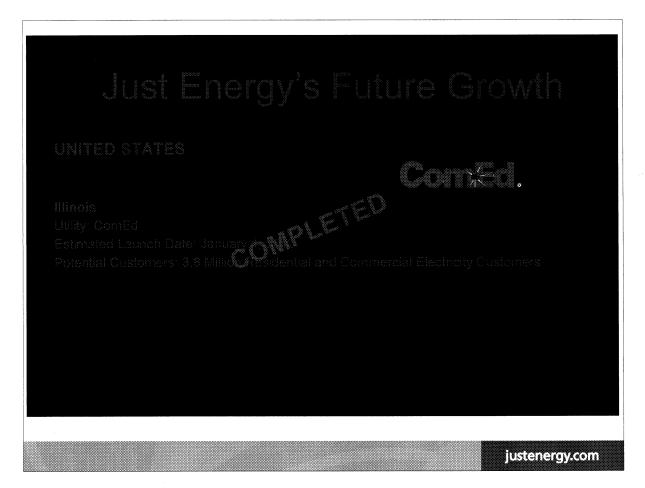




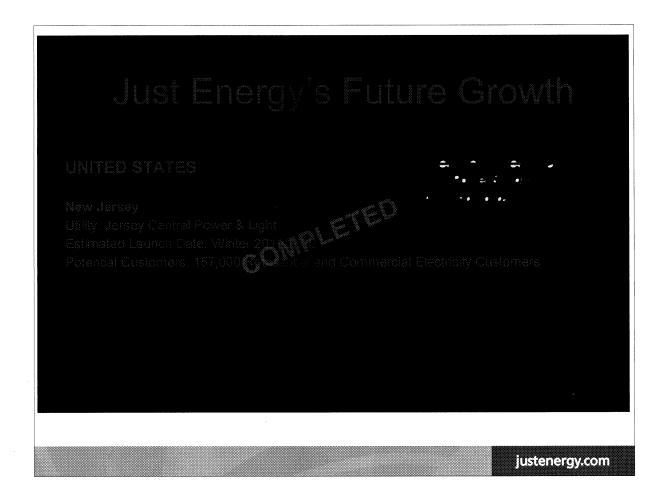


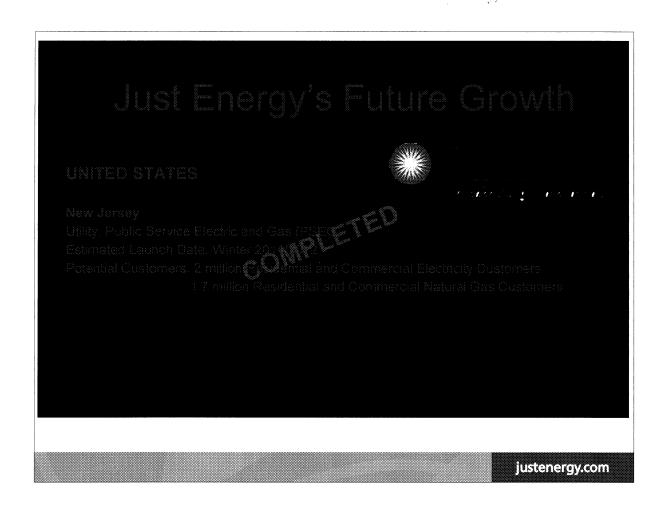




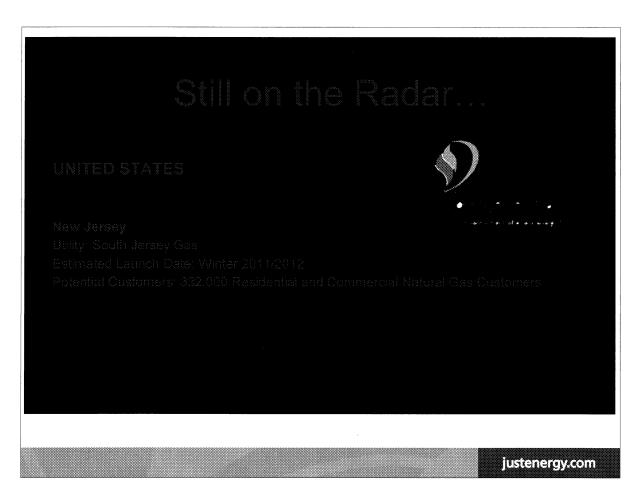


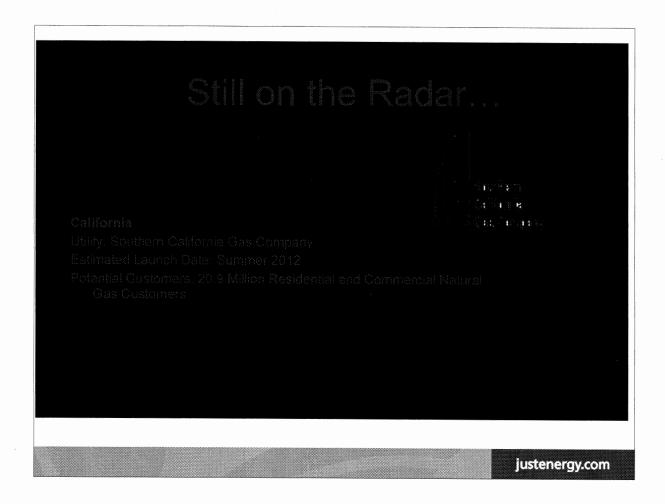


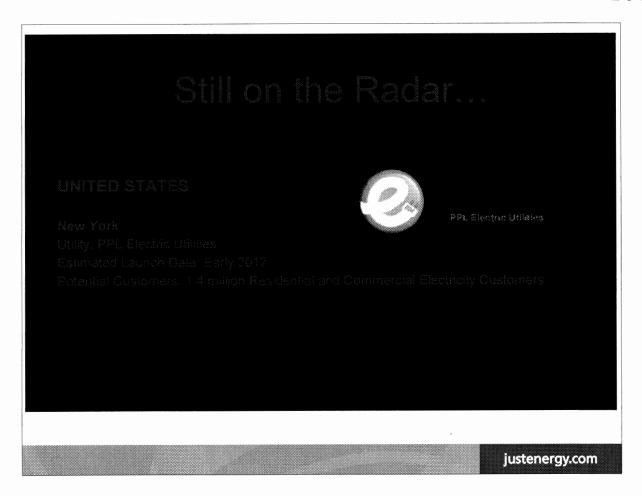








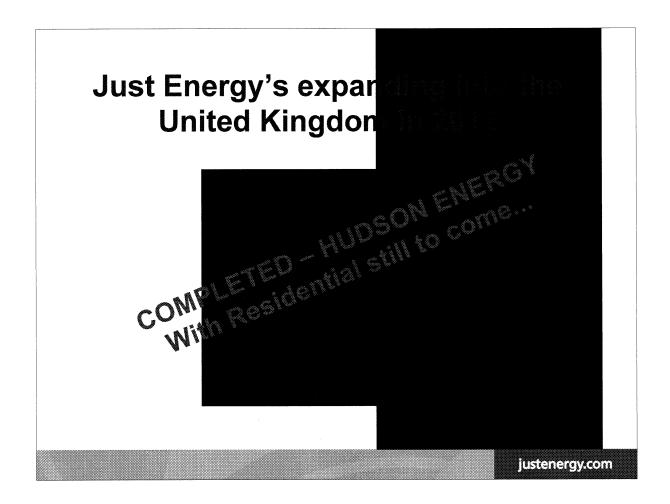




Sillon the Radar...

In addition, States such as Connecticut, Delaware and Rhode island are in the works for 2013, plus utilities such as Washington Gas and Keyspan.







This is Exhibit "30" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\int Day of September, 2018\$

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Welcome to the 2014 Leadership Summit

















The Importance of Recruiting within your Business

















GOAL SETTING

Why are you here??

- ➤ Is this your career? Is this your business?
- Goals apply science to sales
- You can measure and repeat success

They prove what works and what doesn't work

















RECRUITING GOAL SETTING

Just like sales goals we need recruiting goals to stay focused

- Accountability
- Eliminate failure
- Goals give you DIRECTION
- Expectations determine results
- Visualize your success
- Always document your goals
- INCLUDE your recruiter in your recruitment goals

















Habits of an Effective Recruiter

- Simply; a habit is something we repeat in our daily lives that is second nature
- Repeat what works (recruiting not only works it's a MUST)
- Eliminates what doesn't
- Positive Habits are challenging yet rewarding
- Negative habits are destructive and easy

All the talent in the world is worthless without WORK ETHIC

The definition of insanity is doing the same thing over and over and expecting different results!!













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Is your recruiter engaged?

- Does your recruiter know your growth goals?
- Does your recruiter know your vision?
- Does your recruiter know what your recruiting expectations are?
- Does your recruiter have consistency with your messaging?
- Does your recruiter have weekly meetings with you?
- Does your recruiter know when JOJ weeks are?
- Does your recruiter feel a part of the team?
- Does your recruiter interact with the IC's in the office?
- Does your recruiter put in extra effort in trip/check boards?
- Does your recruiter book their own recruits if on CR?
- Does your recruiter display the right behaviors?

IS YOUR RECRUITER INSPIRED BY YOU????????

















Recruiting must include the 3 Beliefs

What are the 3 beliefs?

Why do we need to do this?

















Selling is a learnt skill

- Is your recruiter using experiences/skills from candidates pervious jobs to relate
- Selling is a transfer of feelings can your recruiter sell
- Is your recruiter just going through the emotions/process
- Is your recruiter coming across as COOKIE CUTTER- Not Real
- Is your recruiter in auto pilot
- Are you working with your recruiter to improving their selling skills?

Everyone is different- Need to identify your audience













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Are YOU engaged?

Recruiting Stats:

- Do you know how many interviews showed daily?
- Do you know how many candidates are booked for training?
- Do you know how many of their own booking they booked?
- · Do you know what your recruiter show % is?

Recruiting Behaviors:

- What is the turnaround time to reach out to a candidate once they've called your office?
- What is the turn around time before calling to offer position after interview?
- Do you know if interview and training confirmation calls are being done?
- Do you call candidates the morning of day 2 training?
- Do you randomly check with new trainees?
- Do you know what time your recruiter comes and goes?













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Recruiting Strategy/Initiative:

- When is the last time you sat in your recruiters interview?
- When is the last time you did a interview and your recruiter observed?
- Do you have a balance between JOJ weeks and recruiting weeks?
- Do you know where your ads are?
- Do you know where your badges come from?
- Do you have regular manager meetings?
- What other methods of recruiting have you invested in?
- Have you put up your own recruiting incentive?
- Do you have team outings?
- Do you have recruiting JOJ weeks?

















The more you are invested the more invested your recruiter will be

If your not Recruiting effectively YOU will die a SLOW DEATH!!

















BE A ROLE MODEL

- Care about your Recruiter -They are your business partner
- Inspire your entire team starts with your recruiter
- Time invested in your team is time well spent
- · Your recruiter should want to mentor you
- Let them benefit from your experience

Leadership is different for everyone - including your recruiter

Reliability builds TRUST

People will in turn become reliable and loyal to you, they will not want to let you down

















Positivity

- Sales is not rocket science
- ANYBODY can succeed in sales IF they have the right attitude & training

Sales is 10% ability, 90% mentality

Belief MUST come before results and that starts at the interview

Whatever your mind can conceive and believe it can achieve Napoleon Hill

















Enthusiasm

- Shows you believe in what you do
- Shows you believe in yourself
- Shows you believe in your recruiter
- Shows you believe in the opportunity

















How to communicate and what to communicate to your Recruiter

















Messaging

- You have to sell yourself to your audience (new recruits)
 - > The same goes for your recruiter
- You are giving belief, energy as well as information
- People do not respond to fakers

What you say IS important - How you say IT is more important

Sales 101 - you are selling your recruiter as well

















People love a story

- People love success stories
- They are motivational and believable
- Tell them your story how you were recruited
- Use personal stories history with JE
- Talk about successful recruiting offices you know

















Repetition - key to learning

The THREE T's

Tell 'em, tell 'em, and tell 'em again!

















ADDITION VS ATTRITION GAME

- 1. Growth = Recruiting
- 2. Development = Training
- 3. Attrition = Replacement

This is the cycle......Period!!

You will have to repeat, repeat and repeat again and agian

To live and sell the dream, not too difficult of a process













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It's all in the details

- Ads
- 72 hours
- Maximize resources
- IC growth
- Office visits
- Mystery shops
- CR shared responsibility

















CLOSE = TAKE AWAY

Why we do this?

Opportunity Earned = Opportunity Appreciated

- No one wants a job they have to be sold on including your recruiter
- What behaviors to convey
- Creates Urgency and Qualification

What is the Biggest objection of a candidate?













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Benefits of Compas Platform

- Actual ATS designed for recruiting
- Web Hosted = can be used anywhere at anytime
- Enables us to reach out to candidates directly & increase interview & orientation show rate
- Increased user efficiencies = increase productivity more recruiting
- Efficiencies in current spend leverage budget into resources = badges
- email app./email conformations/email training reminders/multiply entries
- Measure performance = accountability
- Reporting system = more visibility

















COMPAS REPORTING

These reports will be available to:

- Executive team
- RSM's
- National's and Regional's

Need ALL of you to leverage this recruiting tool and support your recruiter with this amazing recruiting tool we have provided you













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COMPAS

- Recruiters responsibility to use... PERIOD!!
- Spent a lot of \$\$ on this new recruiting platform
- Not using daily and completing data is unacceptable
- Recruiters have been fully trained and are supported
 - ➤ You should NEVER hear takes to long to do data entry that is IMPOSSIBLE.....Period!!

















Thank you,

Lucette Trottier National Recruiting Manger

















Leadership Summit 2014

















Just Energy Nation













Tara Energy



Recognition is the *timely acknowledgement* of a person or team's behavior and efforts that support the behaviors **YOU** drive. **It's this understanding of human nature that lead to the creation of Just Energy Nation!**

As part of Just Energy's ongoing desire to improve ourselves, we have found a new vendor that will host our Just Energy Nation online platform.

Effective, October 6th, the entire sales force will transition to a new website for all the recognition and redemption needs, plus all the information that is currently housed online.

Utilizing Just Energy Nation **daily** to motivate your sales force, will create positive behaviors which will lead to an increase in sales.

















RECOGNITION = INCREASED SALES

















You have now received your login information for the new Just Energy Nation website (the email you received looked similar to the one below). You have 500 points to use to make recognitions to your team members which will allow you to familiarize yourself with this platform leading up to our official launch on Monday, October 6th. *Welcome to the new Just Energy Nation website!*

Just Energy Nation is a gateway for the sales force to connect to a forum that is designed to serve your social networking, education and motivational needs. This website is a powerful resource for the sales force to recognize their peers and to be recognized by their Regional Distributors. It is a place to redeem thousands of exciting rewards.

Haven't had the chance to activate your account yet? Your colleagues are joining JE Nation, and they're waiting for you! Just click on the "Activate Now" button below to get started. You can motivate and recognize everyone in your office on a daily basis!

URL: http://justenergy.p2motivate.com

Username: megantaylor

Password: x1234

Enjoy Just Energy Nation! If you have any questions or comments please send them to: support@p2motivate.com

















Walk through of the new Just Energy Nation platform.....

















- Just Energy and Commerce Energy clothing is now offered in the catalogue.
- Gas cards are now offered in the catalogue.
- The Trip Report and Top Ten Crew Coordinators reports are now available on Just Energy Nation.
- Points will not be rolled from month to month. All points must be distributed by the end of each calendar month.
- Monthly budgets will remain the same.
- For the first two months you will only be able to see recognitions in your own hierarchy (For example RPM will only to be able to see their offices)
- IC's can now print the recognition certificates they receive.
- You will receive new printed materials in your office today. A communication was sent out in regards to this.
- Revised recognition categories.
- All points must be redeemed on the previous platform by October, 31st











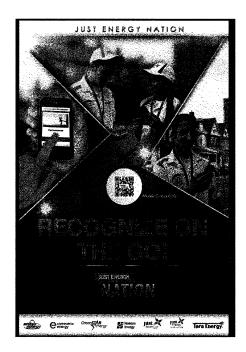






New JE Nation printed posters:













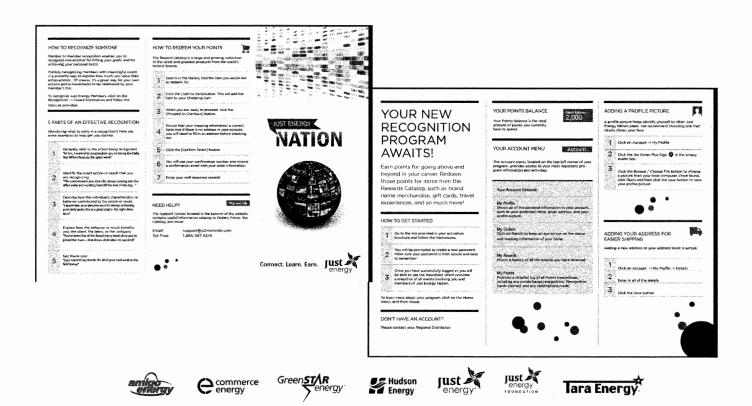






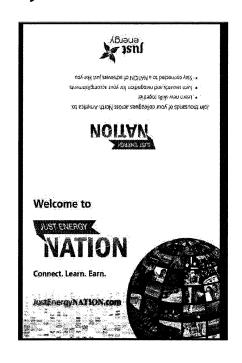


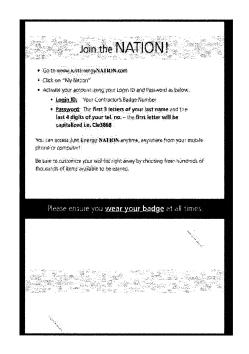
New JE Nation Printed Material:





New JE Nation Printed Material:





















Remember...



















Remove the following collateral from the













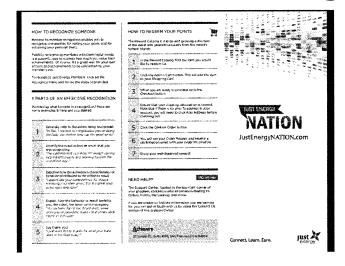


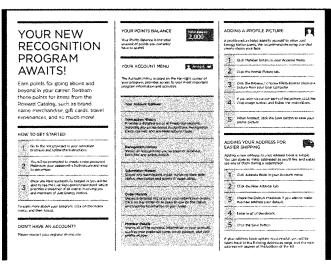






Remove the following collateral from the





















Next Steps

- You can make recognitions on the previous platform until Sunday, October 5th.
- Have your Admin/Recruiter post all of the new collateral that was sent to your offices today and remove the old collateral.
- Announce the details of the transition to your office in your Monday morning meeting.
- Ensure all of your IC's sign into the new platform from the Welcome email they receive. Make sure you have multiple copies of the FAQ's in your offices.
- Encourage all of your IC's to redeem their points by October 31st.













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Second Trip!! Fall 2015



















Thank you!

















Leadership Summit 2014

















Mission Statements 101

















What is a Mission Statement?

- A mission statement is a brief description of a company's fundamental purpose
- The mission statement articulates the company's purpose both for those in the organization and for the public













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This process helps a new or established business clarify questions such as:

- What business are we really in?
- What type of business do we want to be?
- What is our target market?
- What inspires us?

















Example Mission Statement:



At IBM, we strive to lead in the invention, development and manufacture of the industry's most advanced information technologies, including computer systems, software, storage systems and microelectronics.

We translate these advanced technologies into value for our customers through our professional solutions, services and consulting businesses worldwide."

















Example Mission Statement:



"Apple designs Macs, the best personal computers in the world, along with OS X, iLife, iWork and professional software. Apple leads the digital music revolution with its iPods and iTunes online store. Apple has reinvented the mobile phone with its revolutionary iPhone and App Store, and is defining the future of mobile media and computing devices with iPad."

















Example Mission Statement:



ONE TEAM

People working together as a lean, global enterprise for automotive leadership, as measured by: Customer, Employee, Dealer, Investor, Supplier, Union/Council, and Community Satisfaction

ONE PLAN Aggressively restructure to operate profitably at the current demand and changing model mix:

- Accelerate development of new products our customers want and value
- Finance our plan and improve our balance sheet
- Work together effectively as one team

ONE GOAL

An exciting viable Ford delivering profitable growth for all.



















Our Mission Statement:

To develop leading energy solutions for customers through continuous innovation and superior customer experiences.

















QUIZ TIME

Do you think you know your mission statements?

Who do these mission statements belong too...

















is to give people the power to share and make the world more open and connected. People use _____ to stay connected with friends and family, to discover what's going on in the world, and to share and express what matters to them.















2014 Leadership Summit

October 2-5 2014 Austin Texas U.S./















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is to provide a global trading platform where practically anyone can trade practically anything.













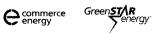


2014 Leadership Summit



















is to be our customers' favorite place and way to eat and drink. Our worldwide operations are aligned around a global strategy called the Plan to Win, which center on an exceptional customer experience – People, Products, Place, Price and Promotion.



































"We create happiness by providing the finest in entertainment for people of all ages, everywhere."









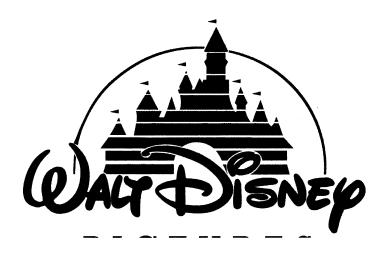






2014 Leadership Summit

October 2-5, 2014. Austin Texas U.S.A.



















Now it's time to create your own Mission Statement. Remember these 5 easy steps when writing your own Mission Statement...

















- 1. Start with a market-defining story
- 2. Define how your customer's life is better because your business exists
- 3. Consider what your business does for your people
- 4. Add what the business does for its owner (You)
- 5. Discuss, digest, cut, polish, review, revise your Mission Statement













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Thank you and you'll present your Mission Statements after lunch

















Leadership Summit 2014













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Sales Certification

















Leadership Summit 2014

















The Structure of a Sales Office

















First Presenter: Bill Nicholson

















op·por·tu·ni·ty

äpər 't(y)oonitē/

noun

A set of circumstances that makes it possible to do something.

Just En·er·gy

jəst enərjē

noun

The freakin' mother lode of endless opportunity.

















So what's out there?

Personally spent over 15 years in retail.

Worked insanely hard to "climb the ladder"

Was always in top 10% of peers.

Learned: Sales, operations, inventory, logistics, loss prevention, merchandising and way more...

\$24,500 to \$103,000 took 15 years.

















It's incredible how much work is necessary to achieve a 6-figure income in a corporation!

Even the people who go to TOP Universities have a long way to go to hit 6-figures.

Take a look...

















Harvard: Avg. starting \$57,700 mid career \$118,200

Stanford: Avg. starting \$62,900 mid career \$126,400

MIT (This is where top students are recruited to work for Apple, Google, Boeing, Microsoft)
Avg. starting \$70,300 mid career \$128,800

Let's compare this to JUST ENERGY.

















MOST OF US:

Had zero experience knocking doors / selling.

ALL OF US:

- Were welcomed regardless of age, race, gender, past education, or prior work experience.
- Were given an opportunity to make a 6-figure income in our VERY FIRST YEAR.

















NONE OF US:

Expected a MULTI MILLION DOLLAR OPPORTUNITY to be given to us.

BUT THAT'S EXACTLY WHAT WE ALL GOT!

















Now that you have the opportunity, what will you do with it?

Ever REALLY stop and think about what we REALLY have our hands on?

<u>Appreciate and Value It!</u>

















Knocking doors = \$

Getting disciplined = \$\$

Becoming a crew coordinator = \$\$\$

Becoming a regional distributor = \$\$\$\$\$\$\$

(Can you spot the difference?)

















Selling is the main skill that carried us from IC to Assistant Crew to Crew Coordinator to running a crew of our own.

(Hype + Juice + Sales = Success at <u>THAT</u> <u>LEVEL</u>).

As distributors we still sell...

BELIEF in the COMPANY
BELIEF in our PRODUCTS
BELIEF in THEY CAN DO IT

















But as distributors it is necessary to go beyond selling. We are leaders of multimillion dollar businesses. We need skills beyond selling.

And that's a big difference in mindset. As an IC, ACC, CC, ARD... Someone else was pushing you, setting the bar, creating the vision.













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NOW IT'S UP TO YOU.

Leadership is getting people around you to see something THEY don't, inspiring THEM to fight for it themselves, and achieving YOUR goals. In the end – EVERYONE IS SUCCESSFUL.

















WHAT DOES IT TAKE THOUGH?

RULE 1: Don't get bitten by the money disease. You say it "won't happen to me" but it will tempt you.

Some people make more and get comfortable...
when actually they just have more to lose!

Keep giving your all. You don't want the money to stop growing... you worked to get here. Don't flake!

















RULE 2:

Making MORE requires learning MORE skills! (Can't win tomorrow with yesterday's knowledge.)

The growth of your paycheck is a reflection of your personal growth.

How much can you handle? More=more.

LEADERSHIP IS A SKILL AND IT CAN BE LEARNED!

















Rule 3: Get Organized & PLANNED!

(Especially if you want to run multiple offices!)

UPDATING OVERRIDES SENDING UP ICA'S & VOID CHECKS
COMMISSION INQUIRY FOLLOW THROUGH
TALKING TO IC'S ABOUT THEIR FIRST CHECK DOING 1-ON-1'S
REAL GOAL SETTING CLOTHING LEVELS
ORIENTATION SUPPLIES CLIPBOARD INSPECTIONS
SHREDDING IS OUT CHECK YOUR VANS READING

THERE ARE DOZENS OF LITTLE PIECES TO RUNNING AN OFFICE PROFESSIONALLY & IT'S THE IC'S ENVIRONMENT AND CULTURE!

















THIS ISN'T NOT ABOUT ADMIN.

It's about getting your business on lockdown!

GET RID OF FEELING LIKE YOUR IN CHAOS OR ALWAYS GETTING CAUGHT UP IN THE BS!

LESS TIME WITH PROBLEMS & FIXING STUFF

<u>MORE TIME RECRUITING TRAINING</u>

<u>DEVELOPING & EXPANDING</u>

















Here's another difference you may or may not see...

WHEN YOUR ARD, CREW LEADERS, ASST CREW
COORDINATORS, AND IC TEAM ALL SEE HOW YOU
OPERATE... THEY WILL COPY YOU.

YOUR ACTIONS WORK <u>FOR</u> OR <u>AGAINST</u> YOU...SUCCESS NEEDS STRUTURE. <u>MAKE YOURS</u> <u>GREAT!</u>

















MASSIVE STANDARDS + STRUCTURE + PASSIONATE ENERGY = DUPLICATION = GROWTH = SUCCESS.

It takes less energy to do the right things all the time than it does to do it right some of the time – and then keep having to fix it when it breaks.

















SO LET'S GET BACK TO THE MONEY! ASK YOURSELF:

Am I prepared to run MY multi million dollar business smoothly?

Am I taking ALL the pieces of the business to heart?

Am I the BEST RECRUITER, BEST SALESPERSON, BEST LEADER in my office – and can everyone see it a mile away?!

Am I willing to develop myself beyond where I'm currently at?

If all my leaders copied what I was doing, would THEY be successful?

Do I bleed JE WINDMILLS 24/7/365?! And most importantly...













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RULE #4 GOALS.

Goals are everything.

"People are not lazy. They simply have impotent goals - that is, goals that do not inspire them." - Tony Robbins

















Do you have REAL goals?
Ones that inspire you everyday?
Short? Medium? Long Term?
Emotionally connected?
Goals you'll fight for?

The most important conversation you'll ever have is the one you have with yourself!

















(If this is your FIRST summit this is especially for you!)

Before you came to Just Energy...

How many millionaires did you personally know?

How many people did you know who owned Ferraris or Porches, or other luxury cars or boats?

How many people had you met who made \$2k \$5k or \$10k or even \$20k in ONE week?

THEY ARE ALL AROUND YOU AND YOU'RE A PART OF IT NOW!

















Recap:

- 1. Don't get bit. No matter how much you're making now... You haven't come close to what's really possible. NEVER SETTLE!
- 2. MORE money requires MORE skills. Leadership is a skill and can be learned. Read, go online, go to seminars, NEVER STOP!
- 3. Get planned, get organized, and win back the clock. Invest your time on the most important things. Don't waste time fixing it.
- 4. GET GOALS. Big ones. Massive ones. If they don't move you they aren't the right ones. It's not just about the money... it's about what you will DO WITH IT FOR THE REST OF YOUR LIFE!

There's a difference between Cetting Richard Being Wealthy.



ONE MORE THING...

What if... we all took a big step ahead?
What if... we all made a decision right now today?
What if... we all got rid of our limiting beliefs?
What if... we doubled our team in the next 30 days?

What if...everyone doubled their income?

















THAT'S WHAT THIS SUMMIT IS ALL ABOUT

US.

WORKING TOGETHER. BUILDING JE & OUR FUTURES.

















Second Presenter: Ali Zamany

















Third Presenter: Dennis Piazza

















Leadership Summit 2014

















Sales Management Principles - V3.0

















What to Focus on...

Regionals should focus on three key concepts with respect to Sales Management.

- 1. Recruiting,
- 2. Onboarding, and
- 3. Inspiration and Motivation

All Regionals understand these concepts, but not will apply all three.

















What to Focus on...

If some of this sounds redundant, just remember this:

Repetition is the mother of all learning...

















Where Do You Start?

- The key is to be aware of each concept and work towards improvements within each function.
- We want to show you items we've noticed, make you aware of them, and provide ideas and suggestions on how to improve.

















Where Do You Start?

One word...RECRUITING!!!

Recruits are currency. The more you have, the richer you'll be!

















Recruiting

















Recruiting

- Recruiting is the lifeblood of any sales organization.
- Simply put, you cannot drive sales if you cannot bring people into your offices, train them, and inspire them.
- Sales organizations such as Xerox actually mandate how many reps a manager must have in their "funnel" at all times.
 - They understand that for every existing rep that leaves the door, you must have two ready to step in.













Iara Energy



Attrition in the Sales Force

Here is some food for thought...

- On average, 50% of newly badged Contractors will never sign an agreement.
- Another 25% will have left by their third day,
- Another 15% will have left by their third month,

That leaves about 10% of Contractors who will remain in your office by the time they've received their first reconciliation.

















So What Does that Mean...

The numbers just listed were averages however think about your own office for a moment.

Do those percentages seems correct to you?

- Be aware of what your IC attrition rate is...
- Building a solid foundation takes time,
- Be aware that only 1 in 10 new recruits will be there in three months time.













Tara Energy



Recruiting

I know what you are all thinking...

"My Office is Different"

Maybe it is however your offices are not exempt from IC attrition.

Not focusing on driving bodies in will only deplete your sales force and put you the eight ball.

















Recruiting

Recruiting allows you to:

GROW!

- Have the potential of having another Darren Pritchett, Johnny Lavoie, Andy Weiner, Cory Pritchett, Dennis Piazza, or Dan Camirand in your office.
- Refresh the 'old blood' in your office.
- Challenge potential leaders with development.

















New Recruit Mindset

- · A new candidate has a very short lifespan.
- They've answered an ad for a reason however chances are, they answered many ads.
- Getting a new job is a numbers game, just like sales.
- You and your Recruiter <u>MUST</u> sell the opportunity.

















Ask Yourself...

- When was the last time you conducted an interview or sat in on one?
- What is the turnaround time for your recruiters to reach out to a candidate once they've called your office?
- What are your weekly recruiting targets?
- What is your recruiting strategy?
- Is your recruiting team aware of your expectations?
- Do you have weekly meetings with your recruiter?
- How often have you cancelled a session because of low attendance or because all of your crews are on the road?
- Do you have a balance between push weeks and recruiting weeks?
- What other methods of recruiting have you invested in?













lara Energy



Return on Investment

- Recruiting will provide you the largest return than any other investment you make into your business! PERIOD!
- It is also one of the most inexpensive forms of investment you can make into your distributorship and can be free,
 - new recruits, do mean work for you and your leaders.
- Nonetheless, your weekly average should reflect what your office can support and ensure your IC base is not shrinking.

















Managing Recruiting

- Are we suggesting that the world will end if you do not recruit for a week?
- No! As long as it's strategic and you don't lose sight of it.
- Sometimes, you hold off on recruiting to allow your current team to catch up and develop.
- Road trips are great ways to bring new recruits on board. It ensures you
 don't burn local territory and engages the new reps immediately.













lara Energy



Onboarding

















Onboarding

So you've got a classroom full of people, now what?

- Much like your potential customer, most people that room have no clue about Just Energy, our product, or have any sales skills.
- Proper orientation provides people with confidence.
- People prefer to live in their comfort zones. Taking an individual and having them knock doors the next day without proper development will have them running for the hills!
 - Knocking on someone's home, that you don't know, can be considered odd,
 - Talking to strangers isn't necessarily a strong point for most people,
 - Working on straight commission is scary.

















The Emotional Roller Coaster

It's important to note what is going through your Contractors' head when they begin marketing:

- They are there because they want/need to be,
- They are looking for a reason to leave,
- They're waiting for something to go wrong.

New ICs are extremely cynical, so you have to be consistent and not oversell.

You'll put yourself in a bad position if ICs are oversold and you can't deliver.



















Consistency

Your messaging **MUST** be the **EXACT** same as your Crew Coordinators, Admin and Recruiter.

What does that mean...

- You'll lose your new recruits if they get in that van/car and hear something completely different from your leaders.
 - i.e. you push the ability to make thousands and your crew coordinator tells them that's B.S.
 - You set the expectation for 10 deals a day and your leaders say that five is good enough...

















The "Dets..."

It's the **SMALL DETAILS** that make a **BIG DIFFERENCE**!

What does that mean...

- Look at your office through the eyes of a new IC,
 - How does your office look?
 - How are the attitudes of the people in your office?
 - How are the Leaders in your Office presenting themselves (including you)?
 - Are there out-of-date Commission cheques on the wall, posters that are in bad shape, trophies not properly displayed, etc...

















The "Dets..."

Why does any of that matter?

To quote Tom Emmerich:

"I was looking for ways to quit before I even started"

New ICs are looking for ways out before they even start. A poorly structured office, Leaders who don't care and a Regional who is trying to do everything by their self contradicts everything you've said during the recruiting phase.

You know what their two biggest fears are, so address them!













Tara Energy



Proper Orientation Overcomes Fear

Knocking doors as soon as possible may get them a commission sooner but if they haven't been equipped with the right tools, they'll never make a sale.

- Orientation sessions build confidence and sets the tone for structure.
- Just Energy's orientation process was built to ensure that new candidates are brought in and given the three "B"s.
 - Belief in Just Energy,
 - Belief in the product, and
 - Belief in their abilities.

















Orientation...Setting the Expectations

- Orientations allow you to set your expectations and not allow them to set their own.
 - I can't how tell you how many orientation sessions I've been to where Regionals have lowered expectations just to save the recruit.
- Never compromise your structure or the expectations you want to set in order to save a new recruit:

There's a difference between over-promising and setting proper expectations.

- Over-promising example:
 - "Dude, you'll make sick money here, like \$3,000 a week"
- Proper expectation example:
 - "Show commitment and hard-work and I'll show a lifestyle you've never had before"













Tara Energy



Orientation...Setting the Structure

Orientations also allow you to set your structure.

- Recruits should know exactly your weekly schedule is and your expectation on efforts and marketing.
 - No one should be coming up to you a week later asking you if it's okay to only market half the week or that weekends are out of the question, as they've have sewing classes to take.
 - This should also be set during the recruiting portion as well.
- The concept of team MUST be instilled during orientation. This makes for a seamless transition to their assigned crew.

















Lack of Growth?

Ask yourself this questions:

Are you doing everything yourself?

A new recruit who comes into orientation and sees a Regional doing **EVERYTHING** themselves is not congruent with your messaging of **GROWTH** during the recruiting process.

GROWTH starts in your office. Assign responsibility and hold people accountable.

















Orientations

On top of that, new recruits will also learn:

- the script,
- how to interact with customers,
- what are the right things to say and more importantly...
- what wrong things to avoid.

Remember...Sales is a skill, which means it can be taught and learned.

















Lastly on Orientations

You should do your orientations! Who better to make that sale?

It's your responsibility to set expectations and set the conditions for success.

















Motivation and Inspiration















2014 Leadership Summit A.E.A.D. Ris one who knows the way, goes the way and shows the way. October 2-5, 2014 Austin, Texas U.S.A.

Motivating and Inspiring

"I believe that anyone can do this business. What I don't believe is that everyone is willing to put in the effort that is required to **EXCEL** in this business."

- Darren Pritchett

















Motivating and Inspiring

- The difference between success and failure for your ICs and your distributorship is structure.
- Independent Contractors are a reflection of their leader.
- You have to create positive success habits in yourself, so that it can be duplicated in the people around you.

What are those success habits?

















You have to be the "Image of Success"!

- Dress professionally,
- · Speak professionally,
- · Be organized,
- Be knowledgeable,
- Always be seeking improvement; i.e. tapes, books, etc...,
- Be ready for meetings, always start on time, and make them informative and fun,
- Set your own goals & know the goals of the ICs both professionally and personally JUST ENERGY NATION PLUG HERE!

The BOTTOM LINE – If you are the image of success your ICs will want to follow you! **Remember**: New ICs will only pick-up on 50% to 60% of your good habits, but will pick-up 100% of your bad habits.













Tara Energy



"Law of Majority"

The "Law of Majority" dictates that people will follow the masses.

"The Herd Mentality"

Where is the mass in your distributorship?









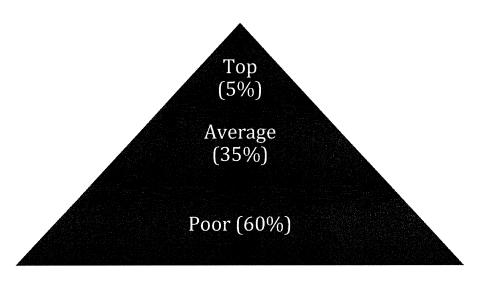








"Law of Majority" The average performance population:



In order to build a long term, consistent, and successful Regional Office, it's important to note the "Law of Majority".











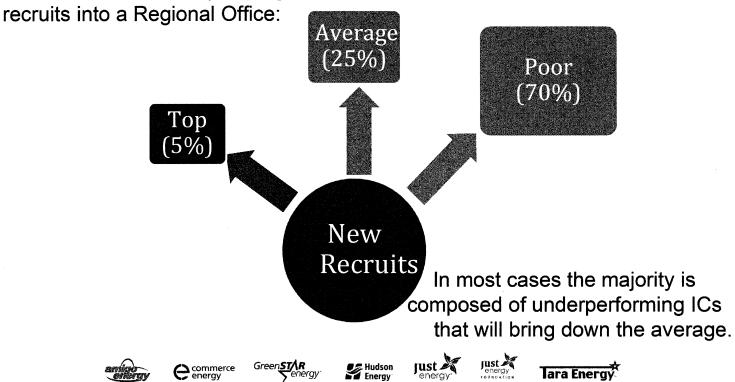






"Law of Majority"

Here are the results if you plug new











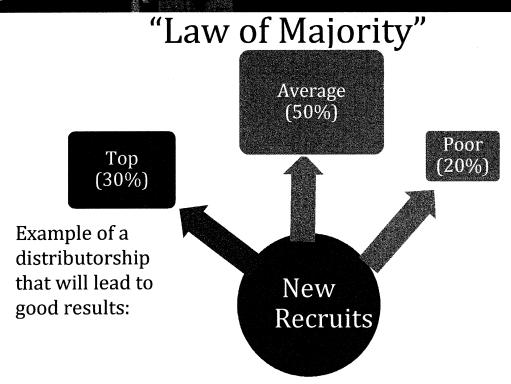






2014 Leadership Summit

October 2-5, 2014 Austin, Texas U.S.A.



By teaching the success habits you change the environment for success. The aim here is to create a "sales bell curve".

















The Effect of Leading by Example

"In life you have 2 choices; be a part of the crowd or lead the crowd".

You have to acknowledge:

- ACCs and CCs **MUST** lead by example:
 - •Setting the pace and driving the business will lead to a more productive crew.
 - •They will only do this through your constant review and supervision.
 - If not, they have to be replaced.
- It is your responsibility to drive expectations.
- •You work hard and expect more...so will your team.

















The Effect of Leading by Example

Different Contractors will generally follow the leader at a different pace.

- Top producing ICs will do 75% to 85% of their leader,
- Mid-range ICs will do 50% to 60% of their leader, and
- Low-level ICs will do 30% to 40% of their leader.

It's important to note that people learn from seeing, hence the importance of habits.

















Here's the good news...

Some underachievers can be resurrected!

People will often revert back to poor habits if, as leaders, you're not monitoring and managing those habits.

















More good news...

Some cannot!

If after constant coaching and reinforcement, some habits do not improve; a conversation should be had to determine the next course of action.

Remember, attrition is good, as long as it's on your terms!

This business may not be for them.

















The Effect of Leading by Example

ACCs and CCs got to their roles by instituting positive habits and demonstrating their desire to learn.





"Don't confuse time served with success."

- Becoming a Regional, Senior Regional, or a National Distributor is not a destination, it's a PART of the journey.
- Manageritis is the <u>BIGGEST</u> cause of failure at these levels.
- You got there by leading by example.
- You will either continue to grow, by continuing to lead by example, or wither and die on the vine by not.

















Coaching and Retention

Creating solid habits in Independent Contractors is vital to a successful distributorship.

- You have to lead by example and create solid success habits in yourself and those around you.
- People are creatures of Habit.
- Create, teach, and reinforce habits that will lead to long term <u>SUCCESS!</u>
- It's only when you have the best interest at heart of your office will they trust you, learn from you, and better yet, stay with you.

















Thank you

















Leadership Summit 2014















This is Exhibit "31" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\infty\$ day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To:

Richard Teixeira[RTeixeira@justenergy.com] Salesgroup[Salesgroup@justenergy.com]

Cc: From:

Richard Teixeira

Sent: N

Mon 2016-06-20 9:36:39 AM

Importance:

High

Subject: IMPORTANT - Notice of Change of Roles RSM to RMFO

Received:

Mon 2016-06-20 9:36:44 AM

Good Morning Just Energy Regional Offices,

I wanted to take the time to provide you with an exciting update with respect to the Regional Sales Manager role. After careful review and evaluation, we've decided to adjust the responsibilities of the RSMs and provide a more accurate name to reflect the support and expectations of them moving forward.

Effectively immediately, RSMs are now identified as Regional Managers of Field Operations (RMFO). We appreciate and understand the important of these individuals and how they make positive impacts to your offices as business partners that provide you support which allows you to focus on the task at hand... increasing head count and driving good sales!

The new role will still continue to focus on the core support that you've become accustomed to. However, it will now include the support and oversight of Regional Office Administrators to assist, support and hold accountable for key responsibilities of that role. In addition, the RMFOs will work to ensure consistent application of corporate training modules, policies, and procedures across all respective sales offices and ensure consistent application of new agent onboarding policies and procedures across all respective sales offices.

In addition, RMFOs will ensure sales teams are fully acquainted with relevant market and product details, play a pivotal role and help coordinate launch of new sales offices, and provide continuous management and review of admin support staff performance. Items such as reviews of bi-weekly sales targets with the respective sales leadership at each sales office (highlight areas of improvement), weekly sales routing plans, and adherence to permit requirements and agent performance with respective sales leaders and ensuring Performance Improvement Plans are in place, where needed.

Another key component of their role will have them coordinating with QAFs on internal audits and review results with the sales office to remedy any deficiencies. They will liaise with all key stakeholders, including Sales Support and Compliance but not limited to, with respect to commission inquiries, fraud prevention tools, compliance investigations, etc... and will work with Just Energy's Marketing Department to update sales collateral as needed and per your feedback.

We will commit to provide timely feedback to Corporate and you on findings during office visits with suggested action plans to remedy any issues, being responsible for regular review of inventory management at each sales office, including tracking and use of tablet devices, vans and fuel cards (working with office admins), assist with training on new products and be in your offices visits on a frequent basis

To recap, the RMFOs are listed below with respect to the markets they support:

- Jeff Paulino Regional Manager Field Operation, Midwest (Ohio, Michigan, Indiana, Illinois)
- Ryan Parnell Regional Manager Field Operation, East (New York, Massachusetts, Pennsylvania, Maryland, Delaware)
- Shaun Shivers Regional Manager Field Operation, South (California, Texas, Georgia)
- Ravi Maharaj Regional Manager Field Operation, Ontario
- Kyle Gillespie –Regional Manager Field Operation, Western Canada (B.C., Alberta, Manitoba, Saskatchewan)

Bottom line, your relationship with the RMFO does not change however they are tasked to provide you the tools to sell at a high level while ensuring the integrity of the process is maintained and adhered to.

The responsibility with respect to admins will transition over time and further updates will be provided at such time. We're excited about this transition in their roles and look forward to a successful business relationship with the Regional Sales Offices moving forward. As always, please do not hesitate to contact me direct should you have any further questions.

Richard Teixeira

Vice President, Consumer Sales





T 905.795.3577 | F 905.670.5111 | C 416.399.5165 6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6 E-mail rteixeira@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.

This is Exhibit "32" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Job Description: Administrator





Your opportunity:

Reporting to the Manager, Sales Support, you will assist our team by handling numerous administrative inquiries received by you from our field sales offices. Tasks will be primarily focused around ensuring smooth processing and successful resolution of commissions' inquiries or other similar requests as well as preparing identification badges. You will handle numerous other administrative inquiries, ad hoc or routine, from our sales reps in the field regarding bonuses, advances as well.

Your primary accountabilities:

- Provide administrative and other sales support to the Regional & Sales Team
- Greeting candidates upon arrival
 - Assisting with completion of application
- Handle incoming calls
 - Customer Inquiries or cancellations
 - Candidates calling in for job posting/interview
- Contract Submission
 - o Ensuring that the contracts are complete and accurate to the best of your ability
 - Completing the Preliminary Report
 - Ensuring that the contract count matches sales numbers reported
- Commission Inquiries
 - Your are the liason between the IC's and Sales Support
 - Submit stop payment requests
 - Inquiring on behalf of IC's for missing, pending and rejected deals
- Advance Requests
 - o Submitting these on behalf of the Regional/IC's
- Office Appearance
 - Ensuring that the office, orientation room and meeting rooms are kept neat and tidy
- Inventory Control for clothing, contracts & brochures
 - Responsible for clothing inventory and monthly submission to Sales Support
 - Ensuring that you do not fall short on contracts, brochures and clothing

** Please softe that your role and responsibilities can change at any time.

- Responsible for shipping items to Head Office such as ICA's, background check letters (if applicable) and any checks that have not been picked up from ex-contractors
- Ordering Office Supplies constantly changing
- Demonstrated ability to handle stress and work in a self-managed environment that can be highly pressured and
- Maintaining materials
- Excellent in resilving other walks, and all his regarded his regarded to the shredded
- Strong attention to detail and quality.

Your qualifications. Strong organizational skills, detail-oriented and have a sense of urgency.

This is Exhibit "33" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Job Description: Regional Recruiter

Reports To: Sabrina Hubley / Regional Distributor



Your opportunity:

Just Energy continues to focus on growth, professional development and fostering an Entrepreneurial spirit that has made the company what it is today! Working in a fast-paced, dynamic performance based positive team environment with opportunity for growth that is unparalleled.

Role Mandate:

The Recruiter is a JE employee who works within their local office to assist with the recruiting efforts. The JE recruiting efforts are a companywide focus that involves many organizational/department levels. Recruiter's will receive a JE Recruiter's Handbook with company processes.

The recruiter will work closely with the National Recruiting Manager to ensure that ads meet with company standards and budget. The recruiter will also take direction from their Regional Distributor to implement the office recruiting strategy.

The recruiter is responsible for using all recruiting sources to set up interviews with potential candidates. Conduct formal interviews selecting the appropriate candidates for the opportunity and complete all and any paperwork for training and orientation. The office growth is dependent on the recruitment effort. The recruiter's primary goal and focus is growing our sales force by recruiting on an ongoing basis.

Primary Responsibilities/Accountabilities:

- Set interview appointments using all and any resources
- Work JE'S centralized Recruiting Team to help in booking interviews.
- Ensure that the business dress code is adhered to
- Ensure the Ads process is followed
- Complete daily confirmation calls
- Complete orientation confirmation calls
- Complete goldmine data entry on a daily basis
- Submit daily appointment list to Recruiting Manager
- Maintain open lines of communication: ex. reply promptly to emails
- Conducting formal interviews daily, and selecting the appropriate candidates for the opportunity, who
 will then participate in an orientation class
- Complete and distribute reports: daily and weekly
- Ensure a neat and tidy work environment
- Update corporate literature throughout the office info boards
- Participate in creative recruiting strategies
- Prepare paperwork; consent forms etc.
- Badge new Independent Contractors using the Extranet
- Assist the Regional Distributor in the orientation and retention of new recruits and independent
 contractors. This includes, but is not limited to, the following: Exit interviews, candidate follow up,
 candidate motivation, relationship building,
- Attend scheduled recruiter conference calls
- Weekly meetings with Regional Distributor to discuss recruitment action plan

Required Skills and Knowledge:

- Communicate clearly and concisely in English (written and oral)
- Manage multiple tasks and/or projects on an ongoing basis
- Manage time and be highly organized with the ability to work both collaboratively and independently
- Able to take full ownership of assignments and work with minimal supervision
- Use basic office technology (fax, email etc.)
- Use sound judgment and maintain confidentiality when necessary
- Set priorities in the context of operational impact and corporate goals
- Demonstrated ability to handle stress and work in a self-managed environment that can be highly pressured and constantly changing
- Be cross trained on the admin duties to help out when needed

Key Performance Measures:

JE prides itself in achieving the highest level of excellence possible; therefore the JE Recruiter should strive to meet and exceed the following company standards

- 70% of active job seekers who call in/submit resume, will be booked for an interview
- 70% of candidates booked for an interview will show for the interview
- 70% of candidates who show for an interview will be booked for orientation
- 70% of candidates who are booked into orientation will get badged

To ensure growth and development, JE has clearly defined minimum expectations that must be met without exception. These include the following

- 50% of active job seekers who call in/submit resume, will be booked for an interview
- 50% of candidates booked for an interview will show for the interview
- 50% of candidates who show for an interview will be booked for orientation
- 50% of candidates who are booked into orientation will get badged

^{**} Please note that your role and responsibilties can change at any time.

This is Exhibit "34" referred to in the Affidavit of Michelle Alexander Sworn before me, this \$\int Day of September, 2018\$

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



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

MEMO

TO:

James Lewis, EVP & COO; Darren Pritchett, EVP Consumer Sales; Richard Teixeira. Director of Sales; Ash Rajendra, SVP & CIO; Jason Herod, SVP & GM Canada; Mohsin Khoja, SVP & GM US South; John Landry, SVP & GM US East; Andy Weiner, SVP & GM – US Mid-West; Gillian Tooke, Vice-President, Treasury and Financial Operations; Denise Dawes, Manager, Commissions and Accounts Payable

FROM: Freddie Sanvictores, Director of Internal Audit; and Joy Jabile, Auditor

Cc: Ken Hartwick, President and CEO; Beth Summers, CFO; Stephanie Bird, SVP and CRO

DATE: August 14, 2013

RE: Consumer Sales Review

The Internal Audit Department has completed a review of the Consumer Sales Support processes for Just Energy Group Inc. ("JE") as of July 31, 2013. The objective of the review was to assess the effectiveness and efficiency of Sales Operations' processes.

Scope of review included the following:

- Sales support to regional offices including background checks, badge request approval and, commission- related functions (IC advances, manual cheques processing, rate tables, recruiter bonus), and ordering/shipping of contracts and supplies.
- Change Management Opening, Closing/Moves and other changes in regional offices
- Loyalty Program Trip awards, JE Nation, and other incentives
- Recruiting

The overall rating for this audit is "Requires Attention". Refer to Appendix A for Just Energy's audit rating scale.

Background

The Sales Department reports into the EVP and COO. The Regional and National Distributors who operate the sales offices report directly to the EVP of Consumer Sales and indirectly to the Director of Sales Operations. Regional Sales Managers of the four Regions have a dotted line reporting to the Director of Sales Operations and solid line reporting to the RGMs. The key operating activity of the Consumer Sales Support team is to provide support to the 56 regional sales offices (37 in the US and 19 in Canada). The Regional and National Distributors are, in most

cases, Independent Contractors ("IC"). The sales office staff (Adm. Support and Recruiters) are employees of Just Energy. Except for the US Mid-West, all the Sales Office Recruiting and Admin staff report directly to the Director of Sales Operation; in the Mid-West the reporting relationship is to the Regional General Manager.

Sales Office Operations also runs the incentive program for the JEGI group, which includes the annual gala trip and Just Energy Nation ("JEN"), a points reward program.

Key Issues Summary

The key issues noted are as follows:

- Lack of consistent and available reference materials for Regional Distributors that oversee sales office operations;
- Applicants' personal information exposed in the extranet
- Lack of consistency for the JEN incentive programs execution;
- Accountability of the sales offices to Sales and the Region appear to need re-definition to ensure better controls of the sales operations;
- Need for a policy and procedures for granting residual bonuses or overrides.

Low risk rated issues are not summarized but included in the report for your information. If you have any question on any of the noted items, please contact Stephanie or either of us directly.

Sincerely,

Freddie Sanvictores Senior Director, Internal Audit Joy Jabile Internal Auditor

FINDINGS & RECOMMENDATIONS:

Issue Rating: Requires Attention
Issue Type: Operating Effectiveness

Departments: Sales Risk: High

1. Sales Office Operations

JE has 56 consumer sales offices, the majority of which are JE- financed, across North America. Except for written operating policies and procedures for the admin and recruiters, there are no written guidelines provided to the Regional Distributor ("RD") or National Distributor ("ND") on how they should run a successful sales office operation. Through discussion and observation, we have noted that some RDs, particularly those that are promoted after a short period of time or who do have not had the benefit of consistent guidance from a successful RD, do not make the grade after promotion to their position. JEGI, have a successful model/system that can be documented to enhance the success of the sales offices. As this document is a guideline, it is flexible and not designed to hinder the creativity of the RD or ND but serves to demonstrate all aspects of the success operation of an office.

We recognize that the RDs, for most markets, are independent contractors. This does not preclude us from providing them with guidelines or minimum acceptable or expected practices. We have enough successful offices as a base line to provide them with the basic guideline document. This becomes more important when an independent contractor is promoted to take on this role and only has his/her former RD as reference for sales office operation.

Impact of Finding

The lack of guidelines for leaders that operate JE sales offices may lead to unintended practices that conflict with JE's established policies, practices and procedures. The lack of written guidelines could also result in lesser accountability of the RD to JE.

Recommendations

We recommend that Sales develop written guidelines for the RD on how to run a successful sales operation aligned with JE's policies and practices and have the Legal Department review it before issuing it to the RDs or NDs.

Management Response

The Sales Department will take recommendation into advisement however at this point is hesitant to put such guidelines down, as the potential legal risk of control over an IC would be potentially hurtful to the organization more so that the risk it mitigates against. Conference calls, constant reinforcement through weekly conference calls with Darren, recruiting call with Lucette, administrative calls with Rosalba and daily conversations with their RSMs provide support in providing guides and best practices.

Resolution Date

N/A

Issue Rating:

Requires Attention

Issue Type:

Design

Department:

Sales and IT Development

Risk:

High

2. Exposure of Independent Contractor/Employee Private Information

Applicants applying to become ICs or sales professionals are processed through the extranet. Our review disclosed that the security gap identified and previously communicated has not be closed therefore exposing the personal information of the applicants (i.e. name, address, SIN, date of birth) to all users that have access to the extranet portal.

Impact of Finding

Unrestricted access to applicant's private data may lead to theft or breach of confidential information and is in contravention of Just Energy's privacy policy.

Recommendation

We recommend that Sales work with the JEGI IT Development team to close the extranet security gap that exposes the applicant's personal information to users that do not require that information.

Management Response

Sales will require that Risk identify who has this access that is generating this concern; i.e. Corporate or Regional Office. Regional Office Administrators must import this information onto the extranet to facilitate the on-boarding process which means they have access to the information. Regional Distributors, Recruiters and Administrators are granted access to the extranet where Contractor information is held and the Sales Operations Department and RSMs have access to the extranet from a Corporate standpoint, as we must to perform background checks and address potential contractors commission inquiries.

Resolution Date

N/A until Risk provides individuals who can view Contractors' information that shouldn't have access to it.

Issue Rating: Issue Type:

Requires Attention Operating Effectiveness

Departments:

Sales

Risk:

Medium

3. Just Energy Nation ("JEN") Rewards Incentive Program

Sales Operations introduced the JEN program in December 2011. JEN is a web-based system of delivery of incentives rewards program to Independent Contractors ("ICs") through the facilities of a third party company (Achievers Corp.) website. JEN is also used to provide web based training and serves as a repository of motivational testimonies from ICs.

Under the 2-year contract with Achievers Corp ("Achievers"), JE will purchase points in advance for the ICs to redeem against products and merchandise. Achievers charges an allinclusive administration fee of 15% of value of points purchased (not redeemed).

From December 2011 to June 2013, total points purchased, redeemed and allocated inclusive of fees paid to Achievers are:

Region	Points value Purchased from Achievers (in \$)*	Point Value Redeemed (in \$)	Point Value Allocated (in \$)	Points Value Unallocated (in \$)	Utilization Rate %
Canada	619,500	397,783	134,097	87,618	86%
USA	1,084,850	786,762	171,856	126,234	88%
Grand					
total	1,704,350	1,184,545 **	305,953	213,852	87%

Points Program

Points are purchased by Sales Operations for the quarter in advance and separated between two master accounts (Canada and US). Sales distribute monthly points allocations to the RDs, RSMs and Sales Management (Director and Manager). There are no written guidelines or procedures as to the basis of these allocations.

The following are our observations:

- a) There is no regular accounting, reconciliation or analysis of points issued to the regional sales office and corporate office. Our review indicated that approximately 13% of points purchased have not been allocated amounting to approximately \$214K.
- b) There are approximately \$76K worth of points allocated to ICs that are no longer active; these remain in the ICs' individual accounts in Achievers.

^{*}Includes 15% fee of Achievers and applicable sales taxes ** 92% of points have been shipped while 5% were cancelled.

- c) There are no benchmarks or Key Performance Indicator ("KPI") to assess the effectiveness of the program in driving the desired behavior/results for the sales force.
- d) There is a need for Guidelines/Criteria for the RDs, Regional Sales Managers or the Sales team as to the allocation (i.e. compliance, leadership, teamwork, perseverance, promotion) in order to minimize potential fraud and/or complaints of favoritism.
- e) Lack of formal reporting both with respect to which individual is being rewarded and for what purpose increases the risk of fraud, abuse and waste. For example, we observed several examples of multiple redemptions for identical items by the same RD which raises a question as to whether the redemptions were for the ICs of the office or for individual benefit.
- f) Privacy issues in JEN website as all users' email addresses are exposed to all registered users in the website.

Impact of Finding

- Lack of written policies and procedures can lead to fraud or abuse of the program.
- Lack of KPIs and monitoring of the program inhibits ability to assess effectiveness
- Current lack of reconciliation leaves open fraud risk.

Recommendation

We recommend the following:

- a) Sales Operations should draft policies and procedures/guidelines for the JEN program and have the Legal Department review it before disseminating it to the program participants.
- b) Sales Operations to perform regular accounting and analysis (at least monthly) of the points program purchased, allocated and redeemed (by who and purpose) in accordance to policies and procedures.
- Sales Operations to develop benchmarks of KPIs to measure the program success in driving the JEN objectives including participation of ICs in the training and testimonies.
- d) Sales Operations to request the vendor, Achievers, to block access to the participants' email addresses in the website.

Management Response

Just Energy Nation was created to provide Regional Distributors to use a recognition platform to drive the behaviours they want to reward, as such guidelines would prohibit the platform from being a fluid tool to drive sales.

Sales agrees with the recommendation of having monthly accounting of the purchasing of points and collection of points through disabled accounts. In addition, we will address privacy concerns with Achievers regarding access to email addresses. As well as document the JEN point allocation process with matching KPIs.

Resolution Date

October 31st, 2013.

Issue Rating: Issue Type: Departments: Needs Improvement Business Operations Sales; Regional Operations

Risk:

Medium

4. Sales Management Reporting

Sales Operations oversees the operation of the sales offices directly through the employees at the sales office (Admins and Recruiters) and indirectly (post Regionalization from April 2011) through the Regional Sales Managers ("RSM"). As the RSMs play a vital role in the accountability of the RDs that manage the sales offices, the indirect reporting relationship to Sales Operations creates a potential gap in office accountability.

Impact of Finding

The indirect relationship could create control gaps in the oversight of the sales office operation due to the unclear accountabilities.

Recommendations

We recommend the following:

- a) Sales re-instate the sales office checklist and require the RSMs to complete them each time they visit the sales office in their Region. This will allow Sales to have better visibility of the coverage and frequency.
- b) Sales to review the results of the sales office checklist and determine appropriate actions based on feedback from the RSMs.

Management Response

Sales Operations will create an office checklist and work with Risk to leverage existing checklists that are currently used by QAFs. Office visits by RSMs will result in a debrief process where the RSM will sit down with Sales Operations to go over their findings.

Resolution Date

October 31st, 2013.

Issue Rating: Needs Improvement
Issue Type: Operating Effectiveness

Departments: Sales Risk: Medium

5. Authorization for Residual Bonuses

A review of 25 manual cheque payments issued from April 2012 to July 2013 (classified under "Commission-Manual Pay", "Commission-Manual Correction" or "Bonus-Regional Directors" in COMDB system) shows that residuals were granted to certain individuals/corporations as follows:

Agent Name	Details on Manual Cheque Request	Email Authorization	Period Covered
KBT Marketing Inc. / William Nicholson	Monthly Philadelphia office overrides of \$2 / RCE for ele/gas brown	No written authorization on file	On-going
TT Energy Marketing Ltd./ Jodi Kelly	Weekly residual of \$1/RCE for 9 offices (San Bruno, SanFran, San Jose, Philly, Towson, Dallas, DOW, Ottawa, Viking) for both ele/gas brown approved deals	No written authorization on file	On-going
7551169 Canada Corporation/ Kingsly Sebastiampillai	Jr. Regional Overrides on Yorkland Contracts at \$3/RCE for ele/gas, both brown and green	Regional Sales Manager - Canada	On-going
Leaning Green Energy Inc./ Perry Lewis	Weekly payment at \$1.50 / RCE applicable to new brown deals in Mid- West, with exception of deals signed in Grand Rapids and Bolingbrook	Asst. General Manager – US Mid West	On-going
BMG Inc./ Marketing Made Easy 4U LLC/ Jesse James Sr.	Asst. Reg. distributor overrides to top up BMG Maryland office; ARD overrides to match Reg. due to unassigned ICs	Director of Sales	Ended November 2012
Global Power Solutions Group Inc./ Eric Weiner	Sr. National Override for Cincinnati office: National Override for Cincinnati office	Director of Sales	Ended October 2012
Energy Marketing LLC/ Pure NRG LLC/ Fraser Wilson	Sr. National Override for Owing Mills-MD; Sr. National Override for Coast to Coast in Pittsburg; National Override for Cincinnati office	Director of Sales	Ended October 2012

^{*.} The residual rate has been applied to the ComDB system as end 2012 and therefore no need for a manual calculation and cheque request.

These residuals are in addition to the overrides for the RD, Senior RD, National Distributor ("ND") or Senior ND, which are incorporated in rate tables in COMDB. A staff member in Sales Support manually calculates these residuals and submits it to the Finance – Commission team to add in the manual commission cheque runs.

We noted the following:

- There are no written policies that determine who and what level are these residuals are authorized and the business justification.
- For the manual calculation performed by the Sales Staff, there is no evidence of a managerial review over these calculations prior to submission to the Finance-Commission

team. We noted some errors on some of the calculations reviewed as noted in Appendix A.

Impact of Finding

Unauthorized or undeserved overrides will be processed and paid.

Recommendations

We recommend the following:

- a) Sales to establish a proper policy that will outline the levels of approvals required before a
 residual can be granted to ICs and creation of a form that will document, among others,
 the name/company, offices, rate, markets, periods, commodity and officer/s approving
 such residuals;
- b) The residuals should move away from the manual process and into ComDB. If manual process is still needed in the interim, the evidence of a managerial review should be included for each submission to Finance.
- Overpayments noted in Appendix A should be collected from the next residual calculation of the RD.

Management Response

Email approval for Perry's manual payments, have been provided and there is a form for manual cheques that have approval requirements.

Approvals from Sales Executives will be provided shortly to the items listed above.

Process is currently being developed with the Commission Department to provide a more diligent approval tracker for rate tables. All payments have been approved, so there is nothing to deduct from future commissions.

Resolution Date

September 30th, 2013.

Issue Rating:

Needs Improvement Business Operations

Issue Type: Departments:

Sales, Finance - Commission

Risk:

Low

6. Commission Advances to Independent Contractors ("ICs")

JE's IC Commission Advance Policy ("Policy") dated June 2012 sets out the types and eligibility criteria for ICs commission advances. Sales Support handles the processing of advances for the Regional Sales Offices through Request for Advance Forms ("RAF") submitted via the extranet. Sales Support ensures that the RAFs are completely filled out and signed by the RD before submitting the same to the Finance – Commission team for processing.

Advances under "Corporate" and "Pre-Payment" are not guaranteed by the RD. If the IC defaults, any amount outstanding less commission owed is at JE's expense. Advance "Guaranteed" amounts are collectible from the RD in the event of default by the IC.

Following is yearly summary of advances granted to ICs:

	(in Thousand Dollars)					
Period	Advance - Corporate	Advance - Guaranteed	Advance – Pre-Payment	Total Advances	Non-Guaranteed Uncollected > 6 months *	
FY 2012	\$380	\$669	\$392	\$1,441		
FY 2013	\$548	\$933	\$182	\$1,664		
April to June 2013	\$157	\$287	\$146	\$590		

^{*} As of July 31, 2013, the total amount for advance payments made to inactive/suspended (without pay) and terminated ICS that are most likely uncollectible is \$49K.

We randomly reviewed 25 RAFs approved from February to June 2013 and noted the following:

- Sales Director approved an advance of \$5K to an RD in California with a repayment period of 10 weeks, which is a violation of policy of maximum of 4 weekly installments;
- b. Although the repayment policy is set at a maximum of 4 weeks (or 25% installment), Finance- Commissions is constrained from deducting the entire installment, when the actual earnings of IC is lower than the installment amount. The current formula assumes a 90% conversion ratio, which is higher than the average conversion ratio of most markets.

Impact of Finding

Financial loses for non-guaranteed advances that will not be collected.

Recommendations

We recommend the following:

- a) Sales Support and Finance Commission teams to re-assess the policy on calculating the eligible amount relating to the conversion ratio and align it to the current conversion ratio for the market.
- b) Sales Support to re-issue the Policy, with the revised formula, to the Sales Offices and re-iterate the need for adherence to the guidelines.
- A provision for doubtful accounts should be provided for non-guaranteed inactive or terminated ICs' balances in excess of 6 months aging.

Management Response

Sales will work with Commissions and strengthen the current advance policy. We will continue to have to occasionally deviate from built-in restrictions; i.e. clawback repayments to be made past four weeks, due to circumstances of the request. In this example, the RD in California required an advance to purchase vans which would allow sales to increase.

Sales will also review the current CCR ratios across all markets and adjust to new market metrics.

We require more details surround recommendation "C".

Resolution Date

September 30th, 2013.

Issue Rating:

Needs Improvement Business Operations

Issue Type: Departments:

Sales, Finance - Commission, IT - Development

Risk:

Low

7. Manual Cheques Processing

Sales Support processes manual cheque requests for all bonuses, manual commission payments, and other miscellaneous payments that are outside the automated weekly commission run in COMDB.

Request forms are submitted by Sales Support to Finance before the 2 p.m. daily cut-off time. Finance-Commissions process the forms and cut the cheques before 4:30 p.m. of the same day, for courier delivery to regional sales offices.

All manual cheque request forms are authorized by the Sales Director, the Sales Operations Manager, the Regional Sales Manager or the Regional General Manager.

In FY 2013, we generated 17,408 manual cheques amounting to approximately \$866K. These were separate and distinct from the automated weekly commission runs processed through ComDB. The existing manual cheque process appears to be an inefficient use of resources and is more susceptible to errors. It is IA's view that the existing practice should be an exception rather than regularly used.

We reviewed a sample of 25 issued manual cheques (see Attachment 1) and noted that 3 of 25 had errors (refer to Appendix 1). We also noted the following:

- a. All sampled cheques lacked evidence of review by the approver;
- b. Where a documented policy existed, exception to rules was observed without explanation or signed authorization.

Impact of Finding

Inefficient process that is susceptible to human error.

Recommendations

We recommend the following:

Short-term:

- Management should provide evidence that a review has been performed to verify the validity of the manual calculation;
- b) Exceptions to policy or procedures should have proper explanation and be approved by an appropriate level in Sales Management.

Long-Term:

c) All commissions should be processed by the COMDB application to reduce the need to have manual cheques. Sales should work with IT to automate the commissions that need to be programmed in ComDB.

Management Response

We agree with the long term recommendation put forth by Risk, as Sales would prefer to minimize manual payments and will continue to work with Commissions to improve commission payments.

Detailed backup is the regular practice of a manual cheque request. Exceptions to the process are outliers and not commonly practiced. Sales would like to further review the 25 samples, as the above seems to reference all 25 had issues, as opposed to the three earlier mentioned.

Any decisions regarding signing authority will have to be recommended by Finance for review.

Resolution Date

September 30th, 2013.

Issue Rating: Issue Type:

Needs Improvement Business Operations

Departments: Risk:

Sales Low

8. Sales Office Change Management

Our review of the sales office change management process disclosed the following:

- There is lack of written documentation as to who authorize changes (open, move or close) in the sales offices;
- As there are no policies or procedures, the instructions, for the most part, are done verbally or by email;
- There is no checklist to guide the project lead to ensure that all the necessary departments
 or parties (within JE or outside) are notified. There are examples of sales office opening
 without phones or internet connection which continued through several weeks post the
 office opening.

Below is summary of changes in regional offices from January 1, 2012 to July 31, 2013:

OPEN	MOVE	SHUT DOWN
Hespeler, Cambridge, Ontario	Beachwood, Ohio	Kingston, Ontario
Oak Park, Illinois	Corpus Christi, Texas	Cincinnati Commercial, Ohio
Toledo, Ohio	Yonkers, New York	Bala Cynwyd, PA
Cincinnati, Ohio	Dallas Forth Worth	
San Francisco, CA	Towson, Maryland	
Towson, Maryland		
Dallas Forth Worth		

Impact of Finding

Inefficient and ineffective deployment of company resources.

Recommendations

We recommend the following:

- a) Sales to develop a document outlining requirements for sales office change management.
- b) Sales to develop a checklist to use for sales office change management to ensure that the proper steps are performed (approvals) and the appropriate departments, personnel, parties or vendors are informed on a timely basis.

Management Response

Sales agrees with Risk's assessments and will work to formalize a detailed document outlining office changes and a checklist for management to ensure steps and approvals are provided.

Resolution Date

October 31st, 2013.

Issue Rating: Issue Type:

Needs Improvement Operating Effectiveness

Departments:

Sales and IT

Risk:

Low

9. Recruiter RCE Bonus and Trip Reporting

The queries used to generate the monthly recruiter bonus payouts and weekly incentive trip qualifying reports were developed by the Sales Business Analyst in co-ordination with IT Business Intelligence. These queries have only been subjected to testing to ensure completeness and accuracy by the Sales Operations team. For recruiter bonuses, a bonus statement is generated from the database used for the query.

We sampled 15 recruiter bonus statements from July 2012 to May 2013 and noted the following:

- 2 samples where the number of RCEs in the in the BI report (available in extranet) is lower than the RCEs in the bonus statement;
- 1 sample where the recruiter bonus approved by the Sales Director for a Recruiter in Etobicoke was lower than what was reported in the bonus statement.

Impact of Finding

Financial impact from errors from the query report used to generate the recruiter bonuses or incentive trip qualifiers.

Recommendations

We recommend that queries used to extract data for the recruiter bonuses and incentive trip qualification be subjected to IT Quality Assurance review to ensure that data is complete and accurate. This type of review should be done regularly (at least quarterly) or more frequently if there are major changes in the database or program.

Management Response

We agree with Risk's assessment and that IT Quality Assurance is added to minimize errors. Discussions have already taken place with IT (BI group) to ensure that data is correct, so that calculations are correct.

Resolution Date

October 31st, 2013.

Attachment 1 Samples on Manual Cheque

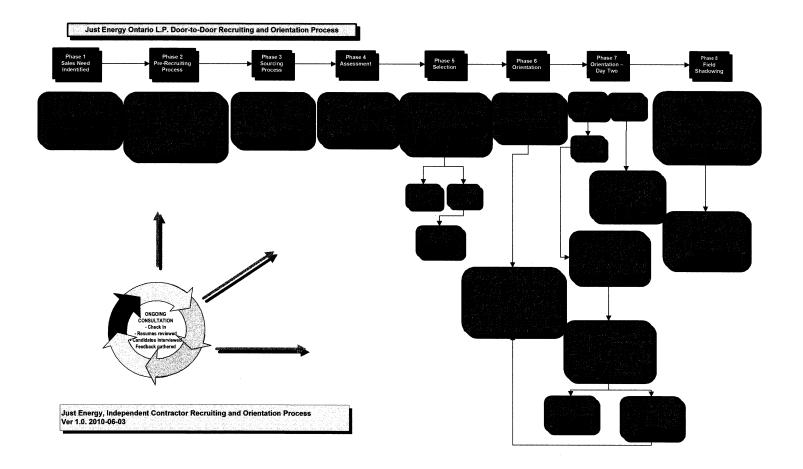
Sample No.	Date in JE Request Form	Agent Name	Badge No.	Nature of Cheque	Entry Type	Cheque Amount	Basis for Calculation/ Methodology	Remarks
1	4/5/2013	Andrew McMaster	947601	OECP commissions missed on Apr 6/2013 payroll	Advance prepayment	\$ 620.00	Overrides for IC (\$25), Asst. Crew (\$2.5), Crew Coord (\$5), Asst. Reg. Director (\$2.5), Regional Director (\$7.5), and National Director (\$5)	Pay-out rates used to calculate the manual cheque was higher than the rate per ComDB as confirmed by RSM. The overpayment could not be quantified due to the lack of RCE numbers at the time of review.
2	5/3/2013	Jody Kelly (TT Energy Marketing Ltd)	300701	Overrides for San Bruno, San fran, San Jose, Philly, Towson and Dallas, DOW, Ottawa, Viking for payroll May 3, 2013.	Commission- Manual Pay	\$ 4,676.05	\$1.00 per RCE for initial brown (no green) for both electric and gas	RCE count used was for both brown and green resulting in an overpayment of \$957. Calculation is handwritten; no spreadsheet used.
3	4/11/2013	Jose Sepulveda	942711	ICs with no IL refresher training were not paid as they were not picked up by COMDB	Commission- Manual Pay	\$ 456.70	pay-out rate is as per COMDB	Sales Assistant confirmed inadvertent error in the manual calculation by adding green for retailer id# 79414837, which does not have green. IC was overpaid by \$35.20.

Just Energy Audit Rating Scale Appendix A

Rating	Description
Good	Excellent, with no issue or gap noted
Satisfactory	Pass, with minor issue/s rated as a low risk process
Needs Improvement, with minor issue	Pass, with one or more issues rated as a medium risk process
Needs Improvement, with a major issue	Conditional pass, with one issue rated as a high risk process
Requires Attention	Fall, with more than one issue rated as a high- risk process

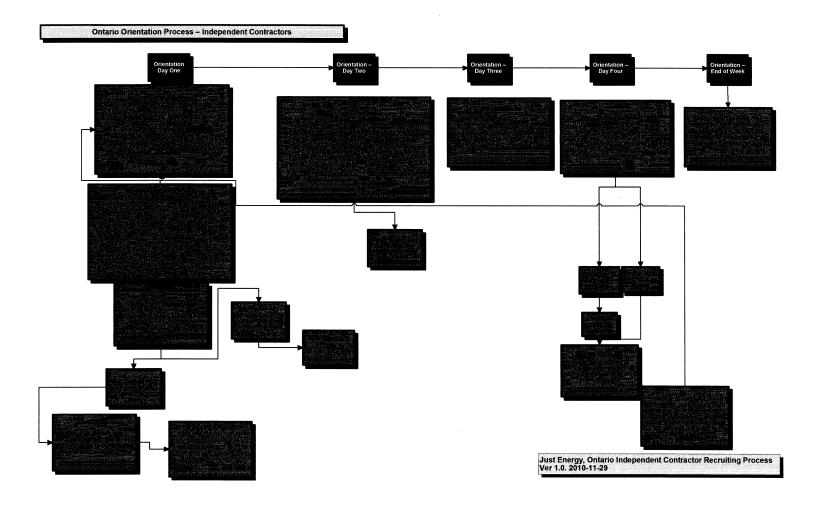
This is Exhibit "35" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR VAKING AFFIDAVITS, ETC.



This is Exhibit "36" referred to in the Affidavit of Michelle Alexander sworn before me, this \$\int Day of September, 2018\$

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



This is Exhibit "37" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

INDEPENDENT CONTRACTOR ORIGINAL MANUAL







ENERGY MADE EASY

ONTARIO Part 1 of 3

Just Energy

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Released December, 2010

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Just Energy

Welcome to the Profession of Sales!

Your Opportunity

This is a great time to be in the energy industry and we are excited to share this opportunity with you. Just Energy is the leader in this multi-billion dollar deregulated energy industry. We have found a marketing process that is simple, straightforward and positive. So what does deregulation mean to our company and what we can provide to consumers?

As far back as most of us can remember public utilities have operated as regulated monopolies. In the last few years the energy industry has been or is being deregulated. What does this mean? Prior to deregulation one company provided all aspects of your energy service—generation, delivery, billing, and support. After deregulation, consumers have the ability to choose who will provide their energy supply. The utilities continue to deliver and provide the same services as before. The only difference is now consumers have a protected supply rate and they are able to budget their monthly utility bills.

Just Energy is dedicated to expanding and capitalizing on deregulated energy markets. Our price protection programs offer customers real value in any economic climate. Energy is the perfect product to offer: everyone needs it, everyone understands it, everyone uses it and everyone would like more control over their monthly utility bills. The demand for energy is growing and provinces across the country are beginning to open their energy markets to competition.

"I wasn't satisfied just to earn a good living. I was looking to make a statement."

MAKING nald Trump MILLIONAIRE

"I wasn't satisfied just to earn a g ood living. I was looking to mak e a statement."

~ Donald Trump



At Just Energy we don't go looking for successful sales people, we create them. We take the natural salesmanship instinct inside everyone and build on it. We give you the ability to control your income and your lifestyle. Regardless of whether you want to make \$50,000, \$100,000, or even \$500,000 a year, it's there for you, if you are willing to work for it. You will be earning 100% commission where your efforts are justly rewarded.

Imagine a career where your earning potential is limitless! By taking advantage of this opportunity, you will be helping others and the environment. Just Energy is a sales driven company and we're focused on opportunity and advancement. We have helped hundreds of people, just like you, achieve success. They learned the program, developed their skills and worked relentlessly. Many become Crew Coordinators running teams, Regional Distributors running offices and even National Distributors, running entire territories. The one thing they all have in common is that they started out exactly where you are today. It's clear your opportunity as a sales professional with Just Energy is limitless! At Just Energy we've found that the only thing more powerful than saving money is the power to earn more money. So, are you ready to take on this opportunity?

With Just Energy, you've got the resources and the opportunity. All you need to put in is the passion and commitment. It's up to you to make it happen!



Just Energy

Just Energy

Just Energy is the **leading integrated energy retailer** in North America founded in 1997 following natural gas deregulation in Ontario, Canada. With **more than a decade of direct purchasing of energy** behind us, Just Energy has grown to a publicly traded group of companies that is one of the largest retail energy suppliers in North America, with well over 1.6 million natural gas and electricity accounts. We had one of the most successful initial public offerings (IPOs) and have a market capitalization of \$1.5 Billion.

Just Energy provides natural gas fixed price, electricity price protection, and rate flex programs to residential and commercial customers to reduce or eliminate their exposure to fluctuating energy prices. Our energy price protection programs **provide customers with greater control** over their energy costs; and our JustGreen products allow them to make a positive impact on the environment. Our customers also have the opportunity to contribute to a **cleaner and green environment** with our JustGreen. Just Energy operates with over 750 employees and approximately **1000** independent contractors across North America.

Just Energy has the following corporate offices:

- * *Just Energy Canadian Head Office located in Mississauga, Ontario
- * *Just Energy U.S. Head Office located in Houston, Texas
- * *Contact Center located in Mississauga, Ontario, housing over 200 customer service representatives
- * The Public Company office located in Toronto, Ontario

Important Just Energy Milestones

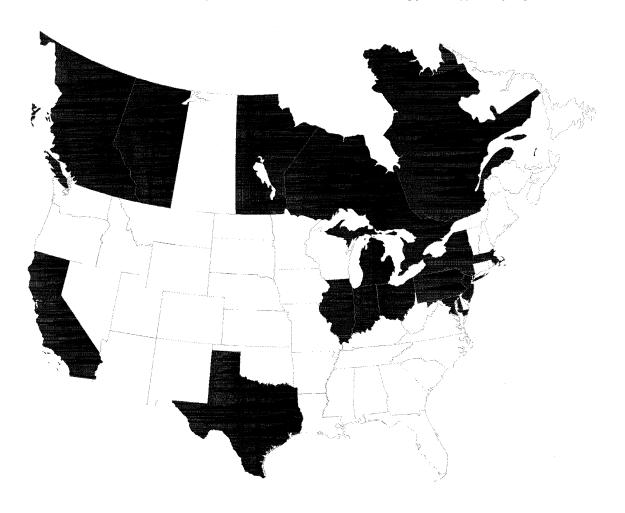
The following are some important dates in the history of Just Energy:

- * \$\frac{4997}{997} Just Energy began marketing in the Ontario natural gas market
- * **2001** Just Energy Income Fund (JE.UN) lists on the Toronto Stock Exchange
- * **2002** Just Energy began marketing electricity price protection program in the newly deregulated Ontario market
- * *2003 Just Energy began marketing natural gas in Manitoba
- * 2004 Just Energy began marketing natural gas in Illinois, British Columbia and Quebec
- * 2005 Just Energy began marketing natural gas and electricity in New York City and Alberta
- * 2006 Just Energy began marketing natural gas in Indiana and Buffalo, New York
- * *2007 Just Energy began marketing electricity in Texas;
 - JustGreen launched in select markets;
 - Just Energy awarded Company of the Year distinction by the Ontario Energy Association
- * **2008** Just Energy certified as a Contact Center Employer of Choice;
 - Just Energy awarded the Corporate Governance Award from Ontario Business Achievement Centre;
 - Just Energy began selling tankless water heaters in Ontario through our affiliate Newten Home
 Comfort
- * **2009** Our founder and Executive Chair Rebecca MacDonald received the International Horatio Alger Award in Washington;
 - Just Energy acquires Universal Energy Group and began marketing natural gas in Ohio and Michigan
- * *2010 Just Energy begins marketing electricity in Massachusetts



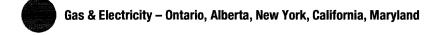
Just Energy Markets

Just Energy is a licensed energy retailer in the following markets and we continue to expand. We look for opportunities to enter new markets and offer more products to our customers. We are offering you the opportunity to grow with us!









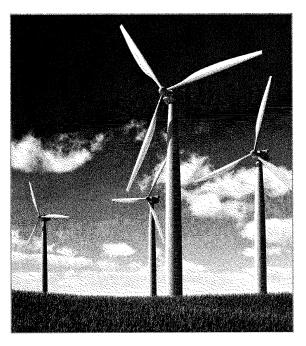
Just Energy

Our Green Mission

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 significantstrides in reducing the environmental impact of our customers' energy usage.

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. Our JustGreen is an environmentally responsible program that provides customers a complement to their price protection programs.

As consumers we do not need to use energy that pollutes. Technology is advanced enough today that we can use 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 120,000 customers have 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 CO**₂ emissions! That's like taking 69,300 midsize cars off the road or planting **693,000 trees!** We also helped to ensure that over 1,000,000 MWh of energy has been generated from renewable, green sources — that's enough to power 100,000 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 the next page, we are investing in projects that are making a real impact.





Just Energy is thinking globally and acting locally for our Ontario customers. These customer's have an opputtunity to participate in the JustClean Home program. The JustClean Home program makes it easy and affordable for customers to reduce the environmental impact of their everyday energy consumption.

Just Energy is EcoLogo Certified:

The EcoLogo program is a Third Party Certification of environmentally preferable products. Just Energy is proud to be EcoLogo Certified.

EcoLogo is North America's largest, most respected environmental standard and certification mark. EcoLogo provides customers – public, corporate and consumer – with assurance that the products and services bearing the logo meet stringent standards of environmental leadership. EcoLogo helps customers find and trust the world's most sustainable products. Just Energy is committed to developing marketing materials to help create the need and demand for our JustGreen product with our customers. Marketing our JustGreen products to customers will impact Just Energy's overall success and growth. Since we launched JustGreen, many independent contractors have dramatically increased their commissions by selling the product. Selling JustGreen not only helps consumers and increases your income; it makes a **positive impact on the environment**.



Natural Gas

What is Natural Gas?

Natural gas is a fossil fuel that is formed when heat and pressure act on decayed animal and plant matter deep inside the earth over millions of years. It is a colourless and odourless gas in its pure form. Natural gas is used to heat homes and businesses, cook food, and increasingly it is used in the generation of electricity.

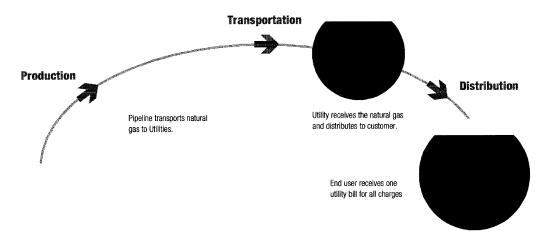
The Flow of Natural Gas

The traditional flow of natural gas is divided into the following three categories:

- 1. **Production** This includes the exploration, drilling and extracting of natural gas from the earth.
- 2. **Transportation** Natural gas is transported from the production site through a complex network of pipelines to the local utility.
- 3. Distribution This is the last step in the process where the natural gas is distributed to the consumer through a network of pipes and maintained by the utility. Each utility distributes gas to consumers in a specific geographic area. The utility is responsible for delivering energy to the consumers' home and are also responsible for providing a default energy supply service for those consumers who do not choose to receive supply from an alternative gas supplier. Utilities purchase energy on a monthly basis to meet the needs of their customers. As prices fluctuate in the energy marketplace, those price fluctuations are reflected in the default energy supply prices set regularly by the utility.

Transporting Natural Gas

Traditional Service



Electricity

What is Electricity?

Electricity is a convenient, controllable form of energy and we use it for power, lighting, appliances, electronics, heating and cooling.

Electricity is a secondary energy source, which means we get it from the conversion of other primary sources of energy, like coal, natural gas, oil, nuclear power or other natural sources such as wind or solar. The energy sources we use to make electricity can be renewable or non-renewable. Electricity itself is neither renewable nor non-renewable and cannot be stored for future use.

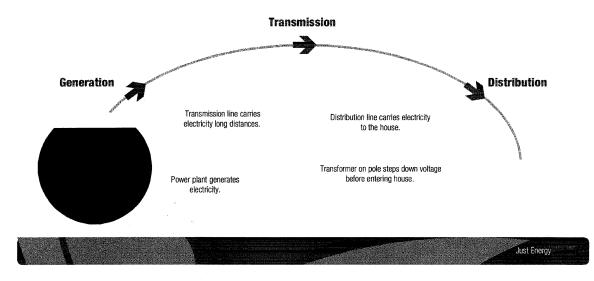
The Flow of Electricity

The traditional flow of electricity is divided into the following three categories:

- **1. Generation** Power plants can be grouped into the types of fuel or energy source they use to generate electricity and they include:
- * *Fossil fuels: coal, natural gas or oil products
- * *Nuclear energy: created by nuclear fusion; one of the largest sources of electricity
- * *Renewable energy sources: such as water (hydroelectric power), biomass, waste-to-energy, geothermal, wind, and solar energy, as well as alternative fuels.
- **2. Transmission** Electricity produced by generators travel to a transformer along cables on the distinctive large steel towers you see across states by high-voltage transmission lines to a substation.
- 3. Distribution From the substation, distribution lines carry the electricity to homes, offices and factories, which require low voltage electricity. The utility is responsible for delivering energy to the consumers' home and are also responsible for providing a default energy supply service for those consumers who do not choose to receive supply from an alternative gas supplier. As prices fluctuate in the energy marketplace, those price fluctuations are reflected typically in a monthly average supply price.

Transmission of Electricity

Traditional Service



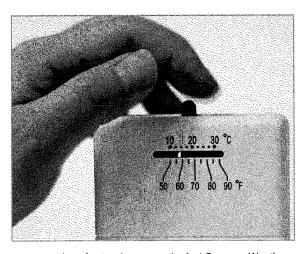
What Affects the Price of Energy?

As with the price of all consumer products, the price of energy is affected by supply and demand. The demand refers to the amount (quantity) desired by consumers at a particular price and supply refers to the amount (quantity) producers are willing or able to offer at a certain price. Generally, when demand is greater than supply prices will go up. When supply is greater than demand, prices generally go down. The levels of supply and demand in the energy marketplace fluctuate daily and this leads to energy price volatility.

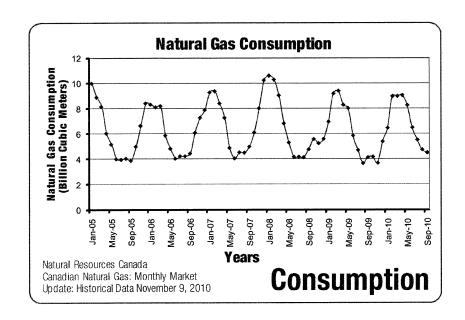
Generally, consumption (how much we use) and production (how much is made) are the most significant factors that impact the price of energy. In order to understand how they impact the price of energy, analyzing the influence of weather, use of natural gas to generate electricity, and supply interruptions, will illustrate how consumption and production affect the price of energy.

Consumption

Consumption of natural gas is one of the factors that affect the price of energy. The Consumption chart shows



consumption of natural gas over the last 5 years. Weather is one of the primary factors affecting consumption as it fluctuates between the winter and summer months. During winter, increased heating needs drive up the demand for more fuel and reduces short term supply. In the summer, the hotter the weather gets, air conditioners are used more, driving the need for more electricity. Both of these situations may increase the price of natural gas because of the increased demand. Decrease in consumption may be due mainly to warmer winters, cooler summers and conservation efforts.

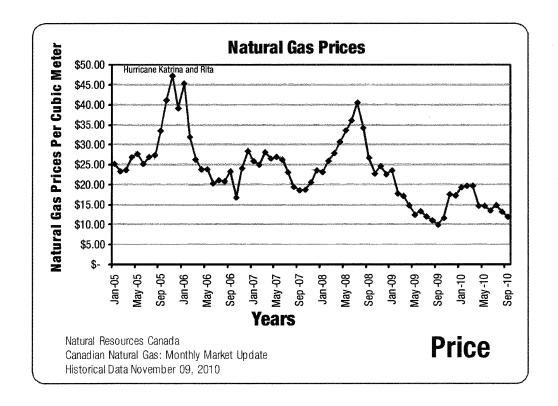


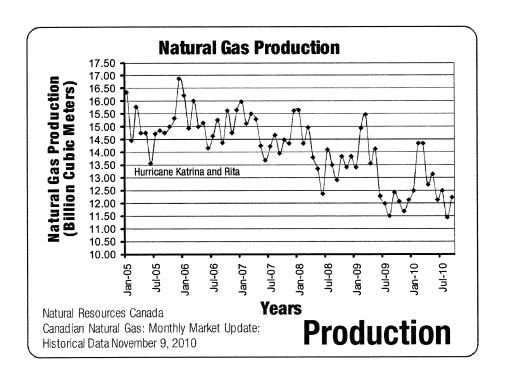
In addition, the trend toward using natural gas to generate electricity is increasing the demand for natural gas thereby impacting the volatility of natural gas prices. As the demand for natural gas increases to accommodate gas fired-generation for electricity, the price of natural gas will increase, reducing short term supply and impacting the price of energy.

The high price of alternative fuel is another factor that impacts the price of energy. Many large Industrial consumers and electricity generators can switch between using natural gas and other fuels, such as petroleum, depending on prices. Crude oil and natural gas markets are interrelated in that, if crude oil prices increase, the demand for natural gas may go up as well because these industrial consumers may switch to use natural gas. The demand causes natural gas prices to increase and adds to the volatility of the energy market.

Production

Production of natural gas is another factor that impacts the volatility of energy prices. The Price chart shows natural gas pricing over the last 5 years. When Hurricane Katrina hit the Gulf Coast, many of the refineries and oil rigs were damaged and shut down. The Production chart shows this decreased production. Though demand remained the same the hurricane caused a shortage of supply, which resulted in a sharp price increase. When most of the refineries were restored, prices normalized as supply came into line with the demand.





As the demand increases and available supply diminishes, new technology is developed to extract and produce more natural gas. Improved drilling techniques makes extracting natural gas from dense rock found in eological formations much easier. Drilling horizontally opens up more opportunity to access pockets of natural gas. Slower economic growth in North America resulted in reduced natural gas demand. Companies are also spending less on exploration and drilling of natural gas. The producers are storing less natural gas for future use as you can see from the Production Chart. The decreased spending on exploration will impact the price of energy when the demand goes up and there is not enough supply to meet the demand.

Consumption, production, the influences of weather, new technologies, and using natural gas as an alternative fuel are all factors causing volatility in the energy marketplace. Consumer demand for protection from volatile energy prices has generated a need for independent suppliers to provide energy at fixed rates. Just Energy is proud to be one of the few suppliers to offer a 5-year program.

Deregulation

What is Deregulation?

For many years, the energy industry has been regulated. This means it is governed by a regulatory body, with only the local utility able to sell to consumers. The utility or government set prices for natural gas and electricity and for the transportation and distribution of those commodities to customers. Households and businesses would buy energy at set rates, from their utility.

The energy industry has seen a gradual deregulation process occurring in many provinces/states across Canada and the United States. Deregulation opens the market to competitive independent natural gas and electricity suppliers such as Just Energy. Consumers can now choose who will supply their natural gas and electricity. Independent suppliers are able to offer consumers different options regarding the price and term of their energy supply agreements as unlike the utilities, Just Energy prices are not regulated. Therefore, consumers have the opportunity to shop for their preferred product, just like they do when they buy a car, home, or groceries.

Simply put, the customer's local utility continues to own and maintain the distribution system that **delivers** energy to consumers' homes or businesses (such as pipelines and meters). With deregulation, consumers can now choose the company that will **supply** their natural gas and/or electricity through the utility's distribution system. In the end, customers still receive the same delivery services from their utility, but they now have some control over what they pay for their natural gas or electricity **supply** prices and how long the rate lasts.

Why is Deregulation Important?

It gives consumers a choice. They are able to choose:

- * Their natural gas and/or electricity supplier
- * A Price Protection Program for their energy as an alternative to their regulated utility supply pricing
- * * It gives consumers the ability to protect themselves from the volatility of fluctuating energy prices by choosing Price Protection Programs.
- * * It creates an environment where energy suppliers must compete for customers, which can lead to more efficient pricing, value and beneficial choices for the consumer.
- * * Increases competition, thereby encouraging investment in the energy sector, such as alternative energy sources like wind or solar power.

Although independent supplier pricing is not regulated, the regulatory bodies still oversee the marketing activity of independent suppliers to ensure consumer satisfaction.

Before deregulation, consumers bought their energy from the utility at regulated prices. Generally, they could not choose alternative pricing or have any control over the price they paid for their natural gas or electricity. The utility or government either set the prices that consumers were going to pay or charged fluctuating market rates. Following deregulation, consumers have a **choice** in who will **supply** their natural gas or electricity and the price they will pay.



The Ontario Market

Price Protection Program

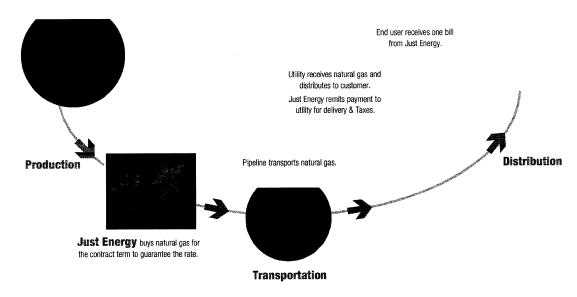
In 1997, Just Energy began marketing energy in Ontario offering consumers 4 or 5 year price protection. Just Energy also offers customer's an oppurtunity to participate in the JustClean Home program. This program gives customer's the ability to offset 60% or 100% of the harmful effects of brown energy with these products. We have well over 2.4 million residential and commercial customer equivalents in North America. Customers know that Just Energy is Canada's largest green energy retailer and we have over 1.6M customers throughout North America.

Just Energy customer's continue to receive delivery/transportation of their energy from their local utility and continue to receive one bill.

In order to offer consumers protected rates, Just Energy purchases its energy from wholesale suppliers under medium and long-term agreements. Ontario customers will see Just Energy and the JustClean Home program they have contracted for on their utility bill, along with Just Energy's toll-free customer service phone number. If customers choose to participate in our price protection program, the flow of energy remains the same with the exception that Just Energy supplies the energy at a protected rate (as shown below).

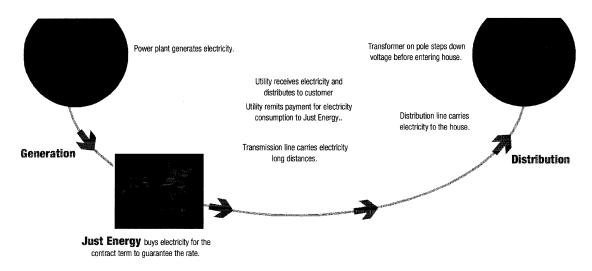
Transporting Natural Gas

Traditional Service + Just Energy



Transmission of Electricity

Traditional Service + Just Energy



Transmission

Key Market Information

Just Energy

The chart below provides important Ontario market information:

Information	Ontario
Programs Offered	JustClean Home Natural Gas and Electricity Price Protection and Rate Flex Programs
Regulatory Body	Ontario Energy Board (OEB)
Utilities	Enbridge Gas, Union Gas, NRG, Utilities Kingston, Kitchener Utilities and 75+ electricity utilities
Electricity Measurement	Kilowatts (kWh)
Gas Measurement	Cubic Meters (m ³)
Contract Language	English
Authority to enter into an Just Energy contract	Account Holder, Spouse/Common law, Authorized Representative
Activation Time Period	2-5 months for gas and 15-120 days for electricity from the date of signing
Cancellation Parameters	30 calendar days from date of the first bill
Mobility	Just Energy does not actively pursue customers registered with another energy retailer. We must inform customers that choose to switch to Just Energy that exit fees may apply.
Transfer	Transfer is available and processed by Just Energy for natural gas and electricity for most customers in Ontario.

Billing

Customers will receive one bill from the utility for all charges, including Just Energy charges.

The Benefits of a Just Energy's Programs

A Green future is at your doorstep! Customers can be the change today for a better tomorrow.

Just Energy's JustClean Home program offers customer's the following benefits:

- * *Just Energy is Canada's largest green energy retailer and we have over 1.6M customers throughout North America.
- * *Just Energy purchases its carbon credits and renewable energy credits only from sources that meet the highest industry standards.
- * Whenever possible, Just Energy supports Canadian green power generation operations in Ontario, Manitoba and Alberta.

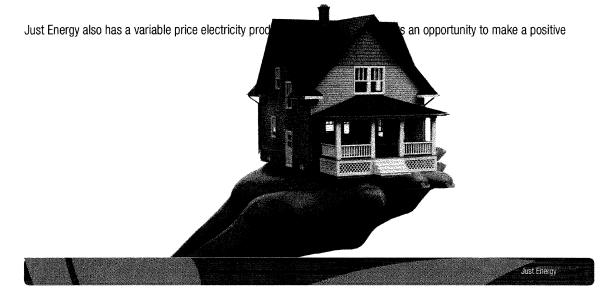
The price of energy will fluctuate. We do not know what the prices will be in the future. We know that families need to heat their home and cook their food. We also know that families receive their utility bills after they have used the energy; making it difficult to budget energy usage.

Just Energy's Price Protection Program provides the following benefits:

- * *Customers have the ability to offset their carbon footprint on the environment with JustGreen.
- * *Customers receive **peace of mind** knowing their base supply price will not increase throughout the term of their agreement.
- * *Customers have the **ability to budget** energy costs more effectively through a protected supply price.
- * Price Protections Programs provide protection against the volatility in the energy market.

Just Energy is one of the largest energy suppliers in North America with approximately 2.4 million customers. Customers are able to:

- * Aransfer their program when they move within their utility's service area.
- * *Remain with their utility for delivery of their natural gas and continue to receive only one bill.
- * Access our contact centre six days a week, where customer service representatives are ready to help them.



contribution to the environment. The Electricity Rate Flex Program is cost effective product was designed for consumers who value flexibility and choice.

JustGreen

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. Our JustGreen is an environmentally responsible program that provides customers a complement to their price protection programs. So far 120,000 customers have purchased our JustGreen products, up from 20,000 for all of 2008.

What is JustClean?

Ontario customer's have an opportunity to participate in the JustClean Home program. The JustClean Home program makes it easy and affordable for customers to reduce the environmental impact of their everyday energy consumption. With the JustClean Home program we will ensure that the equivalent of 60% or 100% of a customer's brown energy will be offset

What is JustGreen Electricity?

With JustGreen customers complement their electricity price protection program by purchasing electricity from renewable sources such as wind, biomass and low impact hydro. For each level of JustGreen selected, we will ensure that the equivalent of 60% or 100% of their electricity that would otherwise be generated from polluting sources will instead be generated from these clean, renewable sources. Customers can choose to participate by displacing 60% or 100% of their electricity consumption.

Buying renewable energy does not change the way electricity is delivered to the customer but it changes the way electricity is delivered into the electricity grid. More renewable energy means less pollution and less reliance on dirtier generation sources like coal. Their purchase not only provides them with a cost-effective way of ensuring that renewable energy gets injected into their local electricity grid, it also helps to ensure that large scale renewable production continues to take place.

Just Energy purchases green power exclusively from sources that provide clean, renewable energy for the current and future use of our customers. We 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.**

Fuel Mix	Ontario Canada	4:10:170:06:24
Nuclear	39% 14%	
Fossil fuels (Coal And Natural Gas)	36% 25%	

Hydro	24% 59%
Wind and other Renewables	1% 1%
Total	100% 100%

Fuel mix stats: Statistics Canada, 2005 data

What is JustGreen Natural Gas?

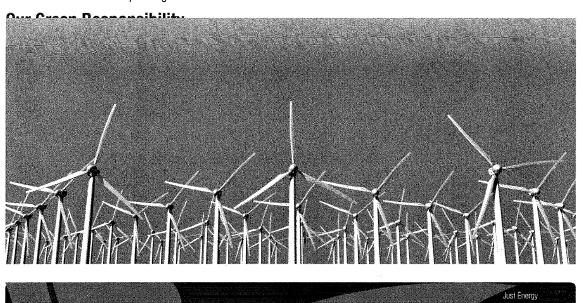
As energy consumers, we all contribute to the release of greenhouse gases, such as carbon dioxide (CO_2) into the atmosphere. We do so every time we turn our lights on or our thermostats up, drive our cars, mow our lawns, or even order for pizza delivery. Conventional electricity generation (through coal, natural gas and oil) is one of the largest emitters of CO_2 . In addition, natural gas consumption, used in home heating and/or household cooking, causes further emissions. With Just Energy, customers can choose to make a positive environmental impact in reducing and/or offsetting carbon emissions that would otherwise contribute to climate changes through the purchase of JustGreen.

The average home's usage of natural gas produces approximately 11,000 pounds of carbon dioxide gas CO_2 emissions into the atmosphere every year. JustGreen is an additional product to the natural gas price protection program designed to allow the average consumer to help offset their annual CO_2 emissions.

Just Energy purchases and retires carbon credits from carbon offset projects. These projects include reducing industry carbon dioxide emissions, environmentally sound farming techniques projects and methane recapture. Since JustGreen was launched in 2007 our customers have helped to offset over 200,000 metric tons of polluting CO₂ emissions! That's like taking 41,000 midsize cars off the road or planting 410,000 trees!

Methane is 20 times more harmful than carbon dioxide which is naturally emitted from locations like agricultural or landfill sites. Just Energy is also involved with the Gas Recovery Project at the Essex Windsor Regional Landfill in Ontario. Methane is generated as organic waste decomposes in landfills and open dumps. Simply burning the methane reduces its global warming potential by about 95%. Each year 70,000 tons of CO₂ emissions are reduced. For a nominal monthly amount, customers can choose to **"go green"** by purchasing up 100% of JustGreen when they sign up for our natural gas price protection program.

Just Energy also supports Hydro Power, such as the Brookfield Renewable Power on Montreal, Michipicoten and Magpie River. In addition to Hydro Power Just Energy also supports Wind Power at the Pickering Wind Generation Facility St. Leon Wind Farm for renewable power generation.



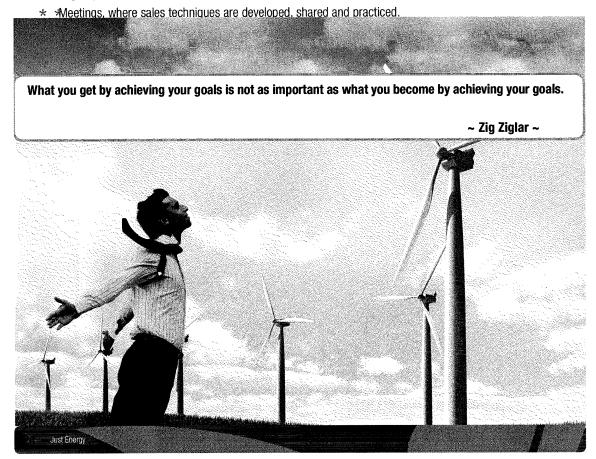
At Just Energy ensuring a cleaner greener future isn't just a tagline; it's a responsibility. Grant Thornton LLP audits our green purchases to verify that it matches our JustGreen sales. We're dedicated to helping our customers become environmental advocates. We believe our customers have the potential to be leaders in their community, committed to positive environmental change as JustGreen Ambassadors.

Successfully Marketing Energy

Energy is something that everyone uses. Every door that you approach is a potential customer. Energy issues and price changes frequently receive media attention. The volatility of energy costs is at the forefront of customers' minds and they are looking for options to protect themselves from volatile and rising prices.

Being a successful independent contractor requires a positive attitude, understanding the energy market, learning the right skills and practice, practice, practice. The orientation you're receiving from Just Energy will enhance your ability to acquire the knowledge and skills to successfully market energy on behalf of Just Energy. Just Energy has a continued commitment to growth in new markets, ensuring there will continue to be great opportunities for talented, driven individuals by providing independent contractor services to Just Energy. Being your own boss also gives you the opportunity to increase your earnings potential as a future Crew Coordinator and Regional Distributor. You will have access to:

- * *Experienced Regional Distributors who are successful independent contractors. They are ready and willing to share their expertise with you.
- * *Crew Coordinators and Assistant Crew Coordinators are seasoned independent contractors, who are available to give you advice on customer service and sales techniques.



- experienced, successful independent contractors committed to helping both Just Energy and you succeed as your own boss.
- * Significant potential revenue for your business, including weekly bonuses and residual pay, in addition to other awards, including the opportunity to qualify for trips to exotic destinations.

Commission and Rewards

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. A Regional Distributor will outline the details of the sales commission structure that consists of three levels:

- 1. Initial commission
- 2. Reconciliation commission
- 3. Residual commission

Commodity	Initial	Reconciliation	
Residential	(less than 10,000 kWh or 8,000m ³ as applicable)		
Electricity (per Effective Contract)	\$40	\$4	
JustGreen Electricity (per Unit)	\$7	\$3	
Natural Gas (per Effective Contract)	\$90	\$10	
JustGreen Natural Gas (per Unit)	*4	\$2	

In addition to your commission, you can earn weekly bonuses for the number of customer equivalents you sign up each week. The chart below shows the additional money you can earn.

A Million Committee of the Committee of	Market Ma
Number of Customer Equivalents (RCE) per week	Bonus Payable
	CISO COMPANIE CASO
	Ψ199

* Please refer to the commission schedule attached to your Independent Contractor Agreement for the terms and conditions of the commission payments.

10 – 14	\$300
15-19	\$500
20– 29	\$750
30 or more	\$1,000

Incentives

In addition to weekly commissions Just Energy offers the following incentives:

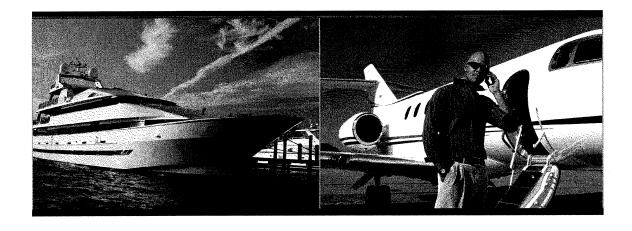
Weekly bonus tiers, monthly reconciliation bonuses, annual residuals, weekly and monthly contests that include cash bonuses.

- * *A Internship Program this program allows you the opportunity to:
 - * Work with some of the most successful leaders in our industry;
 - * Develop personal and professional skills including leadership, interpersonal and presentation communication skills
 - * * Earn a limitless income
- * A travel incentive program to exotic destinations all over the world. Typically there are three exotic, first-class trip contests annually. Those who qualify enjoy a luxurious week-long vacation. Past destinations include Mexico, Hawaii, Brazil, Spain and Australia. Ask the Regional Distributor where the next trip destination is!

Rewards

The rewards programs recognize the success of independent contractors and include:

- * Monthly awards to independent contractors with the highest trip points in six categories.
- * After Pearson MacDonald award is the highest award presented to an independent contractor annually.
- * *Superstar Awards are presented three times a year to recognize the most successful independent contractors. Winners receive a cash reward and trophy.
- * Æxcellence Awards reward independent contractors who strive for excellence in the delivery of services to Just Energy with commemorative jewelry pieces.



- * *Awards are presented for service milestones one, three, five, ten and twenty years of providing services to Just Energy.
- * *Annual Megastar awards provide trophies to independent contractors with the highest number of points in various categories.

Keys to Success

Attitude is Everything

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.

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

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:

- 1. Your identification badge must be clearly visible to consumers all times. The front of the badge must display the company logo. The ID Badge must always be worn on the outermost layer of clothing and must have the picture facing outward. The front of the badge must also display the expiry date, your title or poistion, and the gas marketer name.
- 2. Present yourself in a neat, clean and professional manner.
- **3.** 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..

Please ensure that you follow the guidelines for dealing with heat and cold stress included in the handout.

Professionalism

- * *Dress for success.
- * Be a good listener, be patient and leave with a smile. Be genuine. People can and will notice.
- * *Allow time for the 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.

Keys to Success

Just Energy

Pearson MacDonald's Iron Clad Rules

The late Pearson MacDonald and his rules for success were important influences of Just Energy's original founders 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.

"A quitter never wins and a winner never quits." 1. Anything worth having is worth fighting for, so FIGHT FOR IT.	"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,
"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.	"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.
"Action makes you positive; inaction makes you negative." 3. Doing nothing makes you feel guilty; however, as soon as you start walking and talking, you feel excellent.	"Visualize." What a human mind can conceive and believe, the human mind can achieve.
"Practice, practice, practice." One thing you always hear about the top sales performers is that they always practice more and try harder.	"Be an eternal optimist!" People are always telling you what you can't do; use this as fuel to prove them wrong.
"Momentum is everything." Once you start work, don't stop for coffee, food i etc., until your day is complete. Once the ball is rolling, don't stop it.	11. "Do'H!" Procrastination is your worst enemy. Just got

"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.

"Do it right!"

Learn from the pros. Choose a role model to achieve top skills and strategies.

<u> 2268</u>

JUST ENERGY CORPORATE HEAD OFFICES

5333 Westheimer Road, Suite 450 Houston, Texas, 77056

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

ON-100816

JUSTENERGY.COM

This is Exhibit "38" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

INDEPENDENT CONTRACTOR ORIENTENT AND MANUAL





ENERGY MADE EASY

ONTARIO Part 2 of 3

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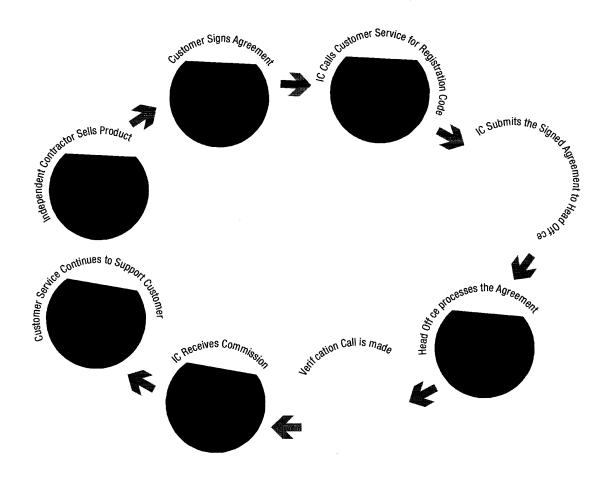
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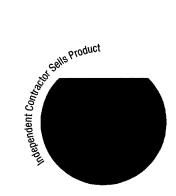
The Customer Interaction

The Sales Presentation is the beginning and a very critical part of the customer interaction. As the customers' first point of contact, you are building lasting relationships with them as we continue to serve them in the many years to come. The Customer Lifecycle begins with you knocking on their door and ends with Customer Service continuing to support the customer. We will go through all the steps but focus our attention on the first three steps, as this is when you are building the relationship with the customer.



A Day in the Life of an Independent Contractor

Let's look at the components of a typical day as an independent contractor. An independent contractor typically begins their day in the late morning with a meeting at the office before going on the road. These meetings include updates on regulatory or market information, awards, incentives, products and practicing sales techniques. You also have time to prepare for the on-road part of the day, ensuring you have all the paperwork. We will focus on the customer interaction part of your day. While the process may vary in different offices, for the most part the steps in the process are the same.



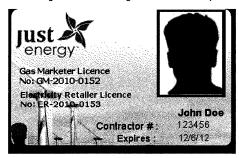
The Introduction & Obtaining the Bill

A customer *buys you first*, then your product. ~Todd Duncan

As independent contractors, you will market to consumers at their homes. You will be dropped off by the crew coordinator at the location you will be working in for the day. You will work from early afternoon to early evening in one area, contacting customers.

Always remember that 80% of communication is non-verbal. Body language and expressions say as much, if not more, than the words you use. By using body language that is confident, casual and professional, the customer feels welcomed and open to what you have to say. This is the first impression which is critical in building a trusting and lasting relationship. The following is a summary of what you observed in the video that you need to do to proceed with the sales presentation:

1. Use a friendly knock on the customer's door and step away from the door. When the customer comes to the door, introduce yourself, tear off the perforated portion of the Just Energy door hanger that acts as your business card and show your badge to the customer. ALL Just Energy independent contractors MUST wear an ID badge when speaking to customers. Your ID badge must be facing outward and be placed on your outermost piece of clothing.



It must also contain an ID number for the salesperson with their title or position, it must include a phot of your face that is not more than 2 years old and it also must include an expiry date that is not more than 2 years after the date the ID badge was issued. Here is an example of an ID badge you will be wearing.

- **2.** As you introduce yourself, state your name, company name and show ID badge. Contractors are never permitted to market without a Just Energy issued ID badge.
- **3.** You must clearly and precisely state the reason for the visit (assume the customer has no or limited knowledge of price protection programs and take the appropriate time to explain the reason for the visit).
- **4.** Inform customer that you are representative of Just Energy, an independent energy services company- not affiliated with their local utility or the government.

The Introduction and Obtaining the Bill (Cont'd)

- **5.** Provide the customer with the Customer Service Contact Form. **ALL** customers **MUST** receive this form whether they sign-up or not.
- **6.** Have the agreement in plain view on the binder or clipboard. The customer must be able to see it during the presentation. Turn slightly to hold the agreement square with the customer, ensuring they can clearly see it at all times.
- 7. Ask the customer to provide a copy of their current gas or electric bill so that you can complete the agreement. The bill contains the information you need to determine if the customer qualifies for the JustGreen programs and price protection program. The utility requires that the customer information provided for enrollment is **EXACTLY** as it appears on the bill or the enrollment will be rejected.

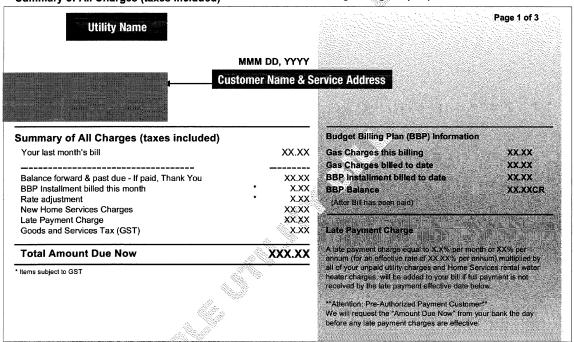
Invoice Date Account Number

MMM DD, YYYY XX XX XX XXXXX X

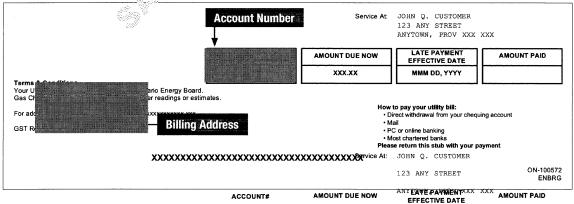
Service At: JOHN Q. CUSTOMER Sample Biffs XX XXX

Summary of All Charges (taxes included)

Budget Billing Plan (BBP) Information



GST Registration: XXXXXXXXXX



XX XX XX XXXXX X

XXX.XX

MMM DD, YYYY

JOHN Q. CUSTOMER 123 ANY STREET ANYTOWN, PROV XXX XXX

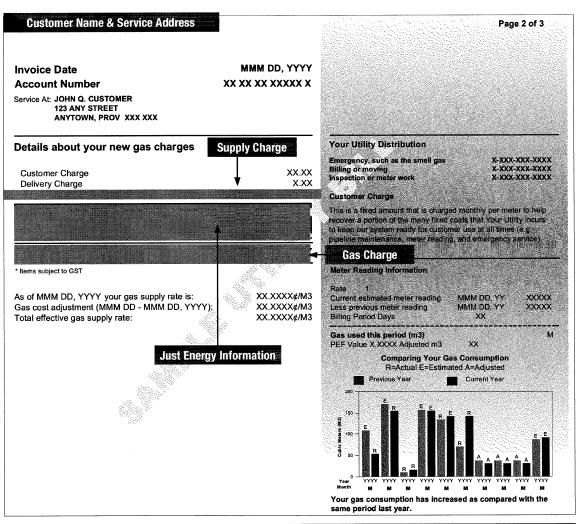
How to pay your utility bill:

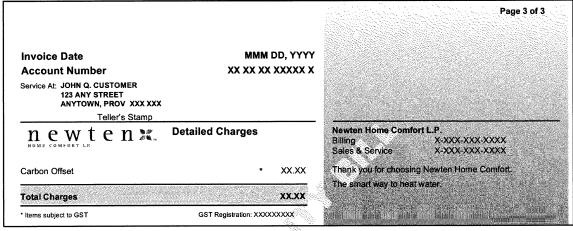
Direct withdrawal from your chequing account

• Mail • PC or online banking • Most chartered banks ease return this stub with your payment

ON-100572 ENBRG

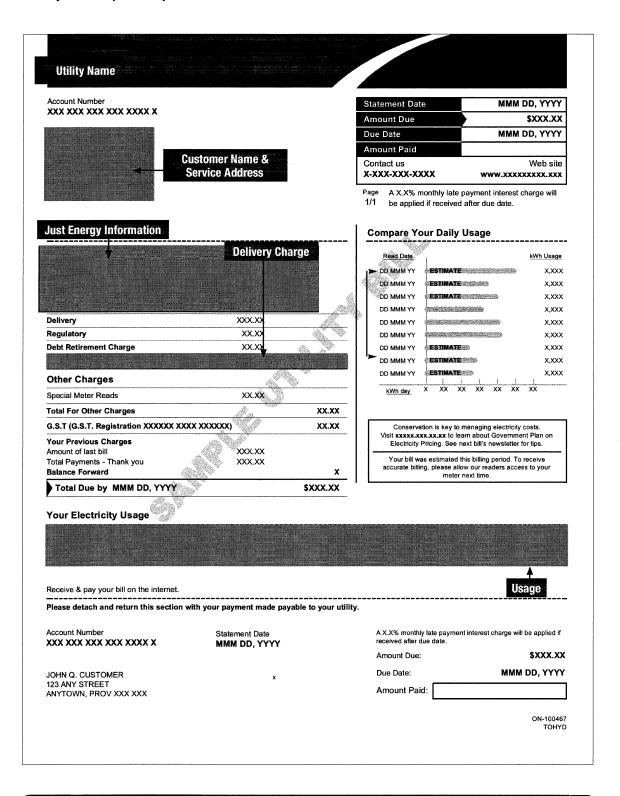
Sample Bill (Cont'd)





6 Just Energy

Sample Bill (Cont'd)





Qualifying and Explaining the Program

Presentation isn't everything, but it is the main thing.

~Todd Duncan

During this part of the presentation, you are establishing truthfulness and trust by maintaining eye contact about 70% of the time while explaining the program. Again you want to hold the agreement square with the customer, ensuring they can clearly see it at all times.

- 1. When the customer returns with the bill, do not make eye contact but motion to obtain the bill. Place the bill at the top of the binder, keeping it in plain view so the customer stays directly involved in the sales presentation. Keep arms somewhat extended to show you have nothing to hide.
- **2.** Examine the bill to determine if they are currently signed up with an energy retailer. If not, then they qualify for our JustClean Home program.
- 3. If the customer is already with Just Energy you will compliment them for their wise choice. Examine the bill to see if they are registered for any of the JustGreen/JustClean Home program. If they are not enrolled, explain the benefits and cost of the JustGreen or JustClean Home programs.
- **4.** If the customer is on a price protection program with another energy retailer, compliment them for their wise choice. If this is the case and the customer is in the Enbridge territory, the customer will qualify for the JustClean Home program and can be pitched the JustClean Home program. Just Energy does not actively pursue customers registered with another energy retailer.

Qualifying and Explaining The Program (Cont'd)

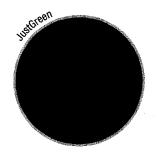
If the customer is eligible and not already on a price protection program with Just Energy, you will:

- **1.** Explain the benefits of JustGreen programs including cost.
- 2. Explain the JustGreen Gas and JustGreen Electricity program to the customer in simple details, including current price.
- 3. Explain the benefits of our product but do not make promises or guarantees of savings.
- 4. Once the customer has chosen to go "green" advise the customer they will **continue to receive one bill** from the utility each month. Their billing will not change, but they will see Just Energy's name, their fixed rate and toll-free phone number on their utility bill in about 2 to 5 months for gas and about 10-120 days for electricity.
- 5. In approximately 11- 45 days Just Energy will contact the customer for verification of the details of the program and the customer's decision to enroll in our price protection program. Customers in Ontario are given a 10 day cooling off period to review the terms and conditions of the agreement.
- **6.** Answer any customer questions.
- 7. If the customer is not interested in the JustGreen program offer the customer the JustClean Home program.
- 8. Handle any objections.
- 9. Confirm the sale and begin completing the agreement.

Handling Objections

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.

- 1. 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."
 - * *Many of our customers make exactly the same point."
 - * *You're absolutely right, prices will go down."
- 2. 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. Examples include:
 - * *You're absolutely right, prices will go down, and they'll go up as well.
 - * That's the beauty of our program, you'll never have to worry about those price fluctuations again for the next 5 years."
 - * Many of our customers make exactly the same point, and that's exactly why our company has created ..."
- **3.** Re-sell the program. Promote the benefits of the program. Examples include:
 - * *Our program will give you peace of mind knowing your base supply price will not increase throughout the term of your agreement.
 - * *You have the ability to budget energy costs more effectively through a protected supply price."
 - * *Your participation in the JustGreen program helps to support low polluting, renewable power resources such as wind, hydro and emission reduction projects and contributes to offset harmful greenhouse gas emissions."
- **4.** 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..."



JustGreen

"A customer has *options;* you have to be *different.*" ~Todd Duncan

Climate Change

Climate change is caused by the emission of heat-trapping gases – mostly carbon dioxide (CO₂) and methane – from vehicles, industry, power plants and deforestation. As these gases build up, they act like a thick blanket, overheating the planet, changing our climate, and threatening our health and natural environment.

The terms global warming and climate change are often used interchangeably, but the two phenomena are different. Global warming is the rise in global temperatures due to an increase of heat-trapping carbon emissions in the atmosphere.

Climate change, on the other hand, is a more general term that refers to changes in many climatic factors (such as temperature and precipitation) around the world. These changes are happening at different rates and in different ways.

In Canada for example, climate change has been linked to the pine beetle infestation that has ravaged Canada's boreal forests, and to the melting of permafrost in the north that has destabilized the foundations of homes and schools.

Environmental Impact of Green Energy

Customers who choose the JustGreen can feel comfortable that they are directly reducing the environmental impact of conventional energy. Positive impacts of "going green" include:

Limiting the emissions of greenhouse gases and air pollutants

Reduction of mercury

Reduction of methane emissions

Reduction of transport-related emissions

Conservation of non-renewable energy resources

Our Green Impact



JustGreen Electricity

Green electricity (or renewable electricity) is a term applied to electricity that is produced from renewable sources, such as wind, low impact hydro, biomass or solar energy. This type of electricity generation produces little or no greenhouse gas emissions. The two main sources of green electricity that Just Energy utilizes are wind energy and hydro-electric power.

When a customer chooses Just Energy as their green power provider, they can have 100% or a portion of their electricity generated by renewable sources. Buying renewable energy does not change the way electricity is delivered to the customer but it changes the way electricity is delivered into the electricity grid. More renewable energy means less pollution and less reliance on dirtier generation sources like coal.

Ontario uses more fossil fuels to generate its electricity than the national average, but we can change that by buying more power from renewable sources like wind, hydro, solar or biomass. Just Energy purchases green power exclusively from sources that provide clean, renewable energy for the current and future use of our customers.

JustGreen Natural Gas

When a customer chooses to enroll in JustGreen, they are effectively "offsetting" their own household's natural gasrelated greenhouse gas emissions through sponsored reduction of an alternate polluting source. A carbon offset represents a reduction of one metric ton in the emission of CO₂ or CO₂ equivalents. Carbon offsets are sometimes called carbon credits, verified emission reductions or certified emission reductions. Carbon offsets are usually generated by a project that causes a reduction in greenhouse gas emissions that are "additional", which means that the reduction wouldn't have happened anyway, without the funding from the sale of the credit.

Just Energy's JustGreen mix is made up of a number of predominately locally-based environmental carbon-offset initiatives. Just Energy ensures that these initiatives meet recognized standards or requirements and are periodically measured and monitored for their performance.

An example of a JustGreen project is methane capture and destruction. Methane is 20 times more harmful than carbon dioxide which is naturally emitted from locations like agricultural or landfill sites. Just Energy is also involved with the Gas Recovery Project at the Essex Windsor Regional Landfill in Ontario. Methane is generated as organic waste decomposes in landfills and open dumps. Simply burning the methane reduces its global warming potential by about 95%. Each year 70,000 tons of CO₂ emissions are reduced.

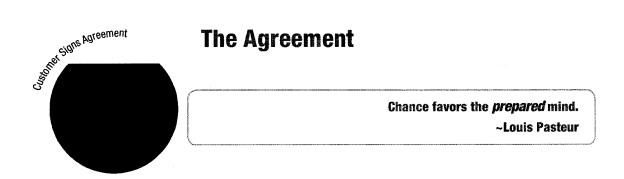
DID YOU KNOW?

The average home is responsible for generating approximately 11,000 pounds (approximately 5 metric tonnes) of CQ emissions annually from the usage of natural gas for home heating.

You can contribute positively on the environment by selling 100% JustGreen to offset 100% of your customer's emissions. If you sell JustGreen to nine customers who also purchased 100% JustGreenunits, this would effectively offset their combined CO₂ emissions by over 110,000 lbs!

With JustG*reen* customers can choose to participate by displacing between 20% and 100% of their electricity consumption. Their purchase not only provides them with a cost-effective way of ensuring that renewable energy gets injected into their local electricity grid, it also helps to ensure that large scale renewable production continues to take place.

You and your JustGreen customers can make a positive impact on the environment.



The consumer agrees to the program and now you want to build rapport at this stage of the presentation. Be sure to break eye contact when asking for the final decision on the agreement. This will take the pressure away from the situation and puts the customer in a decision-making mode.

When completing the agreement it is important to complete it accurately and neatly. Ensure the customer signs and initials all applicable areas. You also must indicate your contractor information and the Registration Code. The Welcome/Registration Call is explained in the next section.

Customer agreements are in two parts:

- 1. Customer Agreement (a three-part carbon form) This is the "registration form" which contains all the specific customer information to process the account.
- 2. Terms and Conditions This contains the specific terms and conditions of the customer's agreement.
- 3. Price Comparison Forms
- 4. Disclosure Statements

Contract Agreement

JUSTGREEN™ Natural Gas & Electricity Gas Marketer License GM-2010-0152 (Customer Agreement)

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

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	Customer Information			
The Customer is responsible for ensuring the accuracy of the information set out below. This Agreement is for a: Home Business		Signatory is: Account Holder	r Autho	rized Representative
PRINT	hammend hammend			
Account Holder Provide full legal business name (and	I name on utility bill, if different)			
Billing Address				
City		PROV.		POSTAL CODE
Daytime Telephone # Ext.	Evening Telephone #	E-mail Addres	s *Required Field	i for Green Updates
Service Address is: Same as Billing Address	OR Service Address	City	PROV.	POSTAL CODE

Contract Agreement (Cont'd)

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Yes, my	sales representative	was polite and cour	teous and provid	ed his/her business card.
Yes, my	sales representative	was wearing a Just	Energy badge an	d uniform.
always retiren	s,1 remain resp nent and other	esentative expl onsible for natu charges billed b s billed by my u	ral gas regula y my Utility, a	dition to the Prices below, as ated delivery, transmission, debt and/or electricity regulated deliv-
	sales representative r the selected comm		osure Statement (s) and Price Comparison sheet(s), which I
				ou choose BOTH Natural Gas & Electricity
	sales representative nt(s), before I signed		ased copy of the A	greement, including the Disclosure
I have read the old, acknowled	above and understa ge having received a	nd and agree to the T	ed copy of the Wel	ons of this Agreement. I am at least 18 years come Guide which includes the Terms &
CUSTOMER		RINT NAME	LST TITLE(if a bush	Signing Date
SIGNATURE		& TITLE FIRST C	251 THESE 4 DIST	M M M D D 2 9 Y Y
		JustGreen Natura	l Gas Program Supply Pr	ice 26234
				A CONTRACTOR OF THE CONTRACTOR
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Term of Agreement	Supply Price		JustGreen % Offset Gas	PRINT Customer Name
PAGE TO SHARE SHAR		al Gas Price (¢/m³) Transportation*		PRINT Customer Name
PAGE TO SHARE SHAR	Supply Price 27.9 19.9 + 8.0			Customer Name Customer Signature
Agreement -	Supply Price 27.9	Transportation*	Offset Gas	PRINT Customer Name
Agreement -	Supply Price 27.9 19.9 + 8.0	Transportation* + 5.1	Offset Gas 100%	Customer Name Customer Signature *The above charges for transportation may vary up/ down during the Term of the Agreement. If you do not sign this Agreement you will still pay your distributor for
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The Agreement (Cont'd)

To properly complete the registration form you will:

- 1. 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.
- 2. Select home or business and indicate the date.
- **3.** The custoemr must sign, print their name and date the agreement in all the places where it is required of the custoemr. Ensure the agreement is signed by someone who has authority. This includes:
 - a. The account holder that is the person whose name appears on the utility bill.
 - **b.** Power of Attorney.
 - c. Authorized Representative, including a spouse including common law.
- **4.** Review the section called "Essential Agreement Information" with the customer. Fill in the signing date and ensure the customer signs this section of the agreement.
- **5.** Complete the pricing portion including JustGreen if the customer chooses to participate. The customer must sign the natural gas and electricity sections of the agreement.
- **6.** Enter the registration code given to you by Customer Service. We will go over the Welcome/Registration Call process in the next chapter.
- 7. Give the customer the Prepaid MasterCard envelope with your ID badge number. This envelope must be left with the customer so when they call back in 10 days to reaffirm the agreement, they will be able to activate the Prepaid MasterCard and get their \$25 bonus per new enrollment.
- **8.** Ensure your Independent Contractor number, name and signature is also indicated as this will impact your commission.

Natural Gas Disclosure Statement

Natural Gas Contracts (as of January 1, 2011)

Disclosure Statement

Know your Rights

- Make sure you understand the contract <u>before you sign it.</u>
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Marketer for your records.

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.

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 sheet 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.

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.

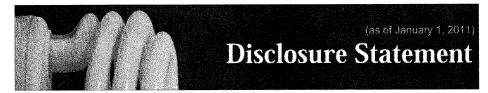
Comparing Prices

- 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.
- The Ontario Energy Board's website has an interactive online bill calculator that you can use to do your own price comparisons and estimate your total monthly bill.

I acknowledge that I have read and understood this Disclosure Statement.					
Signature	Date				
Revised Proposed Dec	er to Door Disclosure Statement (Natural Cas) Oct 15, 2010	•			

Just Energy

Electricity Disclosure Statement



Know your Rights

- Make sure you understand the contract <u>before you</u> <u>sign it.</u>
- Keep a copy of this disclosure statement, the accompanying price comparison, the contract and all correspondence with a Retailer for your records.

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.

What you should know about electricity contracts <u>before</u> 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.

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.

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.
- The Ontario Energy Board's website has an interactive online bill calculator that you can use to do your own price comparisons and estimate your total monthly bill.

I acknowledge that I have read and understood this	Disclosure Statement.
Signature	Date

Revised Proposed Door-to-Door Disclosure Statement (Electricity)

Oct 15, 2010

Electricity Price Comparison Sheet

Price Comparison for Residential Electricity Consumers

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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 O ¢ / 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: % of use in the off-peak period, O % of use in the mid-peak period and N 0% 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	0	kWh	Х	5.1 ¢ / kWh	=	\$ 21.83
Mid-peak use	QΝ	kWh	Х	8.1 ¢ / kWh		\$ 17.69
On-peak use	N	kWh	Х	9.9 ¢ / kWh	=	\$ 15.21
	Estima	ted Mo	nthly E	Electricity Supply	Cost	\$ 54.73

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.c to do your own price comparisons and estimate your total monthly bill.



Part B - Contract price if you purchase your electricity from

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.

n ar o nergy oar, e n epen en regula or, an can clange every ree mon signuary s, pr s, guly 1st and October 1st). The table below shows the natural gas prices that are in effect today. The "Estimated Monthly dias Supply C 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 Encluding 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**

Natural Gas Price Comparison Sheet
This table is based on a residential consumer who uses 3 64 m per year. It assumes that usage is the same every month. e owever, the amount of natural gas you actually use in each month changes throughout the year fryeld president throughout the year. It assumes that usage is the same every month, e owever, the amount of natural gas you actually use in each month changes throughout the year. It assumes that usage is the same every month, e owever, the amount of natural gas you actually use in each month changes throughout the year. It assumes that usage is the same every month, e owever, the amount of natural gas you actually use in each month changes throughout the year from the year. It assumes that usage is the same every month, e owever, the amount of natural gas you actually use in each month changes throughout the year from the year. It assumes that usage is the year from the year from the year from the year from the year. It assumes that usage is the year from the year from the year from the year. It assumes that usage is the year from the year fr

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If you purchase your natural gas from Enbridge d as Distribution Inc., your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (ganuary 1st, pril 1st, gut) গ গাঁও প্রতিষ্ঠান কর্মান কর্মান

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O m^P X 5.145 ¢ / m^P = \$ 13.12

Estimated Monthly Gas Supply C ransportation Cost \$48.26

Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.c to do your own price comparisons and estimate your total monthly bill.



Part B – Contract price if you purchase your natural gas from

The information below has been **prepared by the natural gas Mar eter** 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

0 Just Energy

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 O \$\psi\$ 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**.

Electricity Prices Companisher Spectmer who uses 800 kWh per month on time-of-use pricing and whose pattern of electricity use is: % of use in the off-peak period, O % of use in the mid-peak period and N O% of use in the on-peak period. If your pattern of electricity use is different, your "Estimated Monthly Period Company Prison also Prices dential Electricity Consumers

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Part Park Regulated Price Plan (RPP) if you wire hase your electricity from your utility
On-peak use

N kWh X 9.9 ¢ / kWh = \$15.21
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 egulator, and can change every six months (May 1st and November 1st). The table below shows the RPP prices that are in effect today for concerniting isf being phased first first ignated the Piloty independent configuration will be independent configuration of the price transfer 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.

Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.ca)

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RPP Time-of-Use Prices

Off-peak use

) kWh

5.1 ¢ / kWh

\$ 21.83

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Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.c to do your own price comparisons and estimate your total monthly bill.



Part B – Contract price if you purchase your electricity from

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

Just Energy

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for delivery 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 2 3 m per year**. It assumes that usage is the same every month. e owever, the amount of natural gas you actually use in each month changes

Natural Gas Petice Gomparison Stock gas use is different, your "Estimated Monthly d as Supply Cost" will also be different.

N m^P

27. 425 ¢ / \$ 45.16

das Supplye Comparison for Residential Natural Gas Consum 1616

This document is valid from Estimated Montfily Gas Supply Cost

rry the interactive online bill calculator on the Ontano Energy Board's website (www.oeb.gov.on.ca) to do your own price comparisons and estimate your total monthly bill. Part A – Regulated prices if you purchase your natural gas from Natural Resource Gas Limited

If you purchase your natural gas from Natural Resource d as i imited, your natural gas prices are set by the Ontario Energy Board, the independent regulator, and can change every three months (ganuary 1st, pril 1st, guly 1st and October 1st). The table below shows the natural gas prices that are in effect today. The "Estimated Monthly d as Supply Cost" shown is for the cost of the natural gas that you use, including any related transportation and storage costs. You will also have to paycustomer charges and charges for delivery to your utility every month, as well as any taxes payable on your total monthly bill. For an PNP intelligent of the cost of the natural gas that you use, including any related transportation and storage costs. You will also have to paycustomer charges and charges for delivery to your utility every month, as well as any taxes payable on your total monthly bill. For an PNP intelligent of the cost of the natural gas was made and the cost of the cost of the natural gas that you will also be different. It the cost of the cost of the natural gas that you will also be different.

d as Supply	Ν	m ^P	Х	27.	425¢/	=	\$ 45.16
		Estim	ated Mont	hly G	as Suppl	y Cost	\$ 45.16

Try the interactive online bill calculator on the Ontario Energy Board's website (www.oeb.gov.on.d to do your own price comparisons and estimate your total monthly bill.



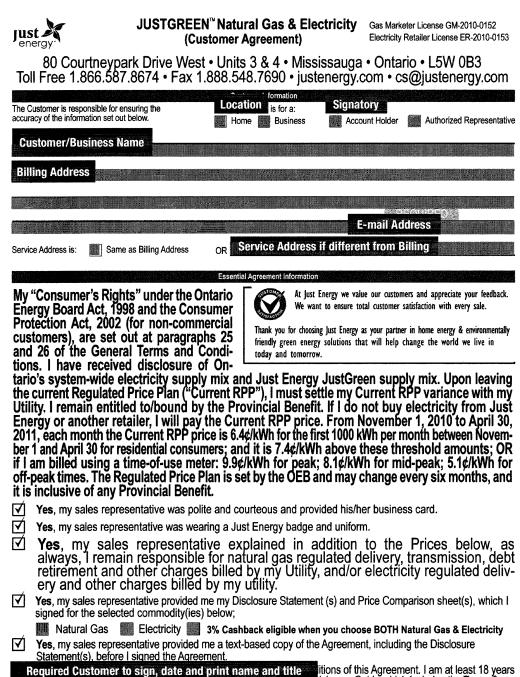
Part B – Contract price if you purchase your natural gas from

The information below has been **prepared by the natural gas Mar eter** 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. 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

Completing the Agreement

The sample agreement shows areas that must be filled in order to complete the sale and process the enrollment. Without all these areas filled in, the agreement may be rejected and you will not get your commission.

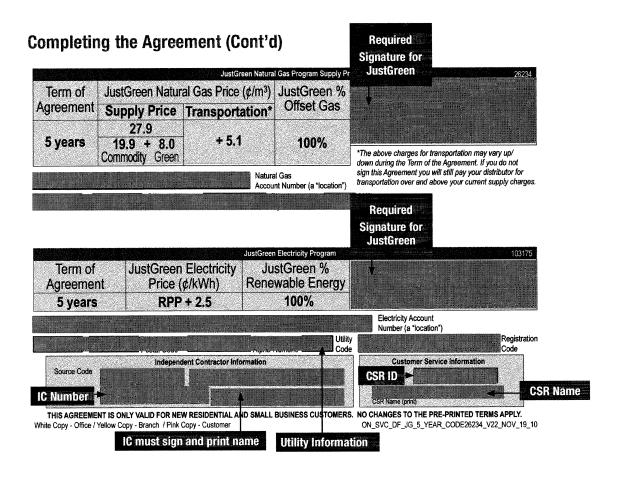


The agreement in this manual may differ from the agreement currently used in this regional office.

for "Essential Agreement Information"

elcome Guide which includes the Terms &

Signing Date



Sample Customer Information					
Customer Day Phone:	416-555-4578				
JustGreen Natural Gas	60%				
JustGreen Electricity	60%				
Welcome/Registration Code provided by customer service:	1123456789				
CSR Name:	Dianne				
CSR ID Number:	1345				

The agreement in this manual may differ from the agreement currently used in this regional office.



The Welcome/Registration Call

Sustained sales *success* takes a *team.*~ Todd Duncan

After the agreement is completed the independent contractor is required to contact the Customer Service department from the customer's phone to obtain a Welcome/Registration Call. During this call the customer service representative will review the agreement with the customer and ensure they understand the agreement. The steps of a Welcome/Registration Call are as follows:

- **1.** Ensure the customer is fully sold on the program, has no further questions and the agreement is signed prior to calling for the Welcome/Registration Code.
- 2. Initiate the call to customer service from the customer's phone number and remain present during the entire call, and refrain from joining in to the call. You may not intervene at any time during the call.
- 3. Obtain the Customer Service Representative's (CSR) identification number at the beginning of the call and write it on the agreement.
- **4.** Pass the phone to the customer.
- **5.** The CSR will confirm details and at the conclusion of the call will ask to speak to you to provide the Welcome/Registration Code or the JustClean Home Registration Code
- **6.** The CSR provides the Welcome/Registration Code which you must repeat back to the CSR and write at the bottom of the agreement. The customer will receive a Verification Call 11 days from signing the agreement. (This does not apply to JustClean Home.)

Denied Welcome/Verification Call Reasons

There are some situations when the CSR will have to deny the Welcome/Registration Code or the JustClean Home Registration Code. Some reasons are:

- * A customer no longer wants to enroll on the program.
- * The customer is elderly and may not fully understand the agreement they are signing.
- * After is a significant language barrier and the customer does not appear to understand that they are entering into a binding agreement.
- \star \forall The individual who signed the agreement is not authorized to legally bind the agreement.
- * After customer is not present with you at the time the Welcome/Registration Code is requested.
- * Afhe customer does not positively confirm the key terms of the agreement. We will be discussing this further under Acceptable Marketing Practice.



The Wrap-Up

Gaining trust is like filling a bucket one drop at a time.

~ Todd Duncan

After the agreement is completed and the Welcome/Registration Code or JustClean Home Registration Code is written on the agreement, it is time to close the customer interaction. This is a critical point of the sale.

You want to confirm the program details (price, term, and cancellation policy) before you leave. Ensure the customer has no further questions and then hand over the paperwork with the agreement. Remember, a customer who fully understands the program will see the benefit of locking in their rate and protecting themselves from the volatile energy market.

- * *Customers have the opportunity to contribute to a cleaner and green environment with JustGreen.
- * *Customers receive **peace of mind** knowing their base supply price will not increase throughout the term of their agreement.
- * *Customers have the **ability to budget** energy costs more effectively through a protected supply price.
- * *Customers have protection against the volatility in the energy market.

Distributing the Agreement and Paperwork

While you are distributing copies of the agreement it is a good time to quickly reiterate the details of the program, the price and the benefits. The customer receives:

- * The pink copy of the agreement
- * Afhe Terms and Conditions
- * Afhe Just Energy door hanger
- * Price Comparison Documents
- * *The Disclosure Statement
- * * *JustGreen brochure or JustClean Home brochure if the JustClean Home program was sold
- * Afhe JustClean Home brochure
- * *Prepaid MasterCard

Explain that the white copy of the agreement will go to head office to secure the customer's enrollment in JustGreen as well as the five year price protection program or the rate flex program.

Acceptable Marketing Practices and Code of Compliance

As independent contractors, you must market in accordance with legal and regulatory requirements set out in your Independent Contractor Agreement.

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:

- * Provide the custoemr with the business card prior to discussing Just energy's products or asking the customer for any information.
- * *Inform consumers of the price and term of the offer, truthfully and accurately.
- * *dentity themselves as a representative of Just Energy and that they are not affiliated with the utility, the Government of Ontario, the Ontario Energy Board or a consumer group. This includes showing the ID badge. This card must show the name of the independent contractor.
- * Afhe account holder, spouse/common law of the account holder or power of attorney 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. If the customer chooses to switch marketers you must inform the customer that exit fees may apply.
- * *Use only current and approved Just Energy sales and marketing materials.
- * *Keep up to date on all regulatory information and changes.
- * Refrain from participating in the verification portion of the Welcome/Registration Call.
- * 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. Independent contractors must be clear that the utility rate varies and can go both up and down.
- * You must read, understand and follow Code of Business Conduct & Ethics Policy.

Corporate and Consumer Relations (CCR)

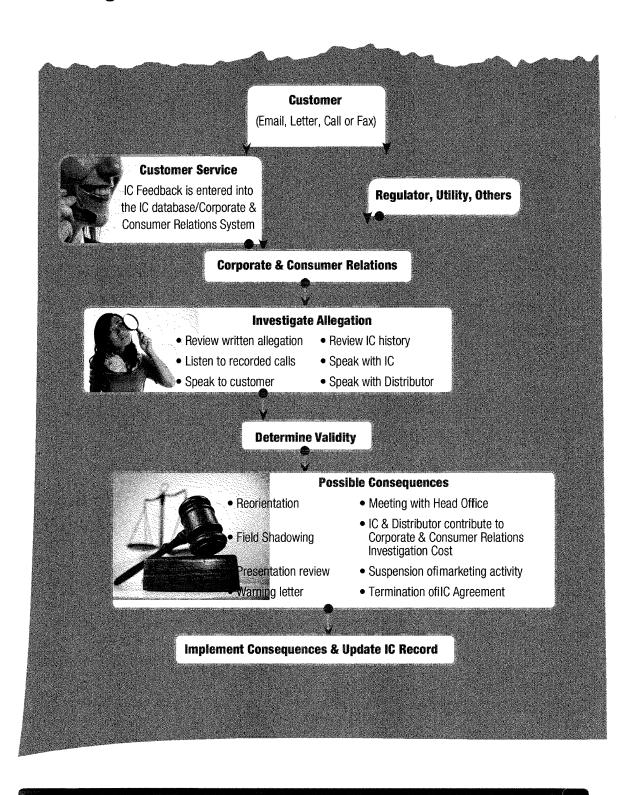
The Corporate & Consumer Relations Department ("CCR") ensures Just Energy maintains high standards in the sales processes while ensuring compliance with legislation and conditions of licensing. CCR provides timely and objective resolution to allegations brought against independent contractors to both customers and regulators.

In Ontario, we are regulated by Ontario Energy Board who oversees our marketing practices. In addition, there are other avenues through which consumers 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.

Examples of allegations received from customers are: the customer not fully understanding 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 and people with language barriers. Customers must be able to understand the agreement they are signing. Be clear about whom Just Energy is and our program. Prevent misunderstanding by being up front with the customer about the difference between Just Energy's long term rate, the rate flex product and the short term rate of the utility. Any complaint investigated by the CCR department determined to be valid will be met with disciplinary action.

CCR Allegation Process



CCR Common Allegations

Here are some non-compliance marketing behaviours that you must avoid:

Classification	Definition				
Disputed Signature or Falsified Contracts	Customer states they did not sign an agreement and investigation determines it is valid				
IC Cell Phone Use	Contractor utilizes his/her cell phone to conduct Welcome Call including for Re-Contracts				
Misrepresentation - Nature/Purpose	Customer states the contractor failed to clearly explain the nature/purpose of the visit				
Misrepresentation – Price	Customer states the contractor failed to clearly and/or accurately explain the price/unit as set out in the agreement				
Misrepresentation – Identity	Customer states the contractor failed to identify and introduce him/herself as an Independent Contractor working on the behalf of Just Energy				
Misrepresentation – Utility Affiliate	Customer states the contractor failed to state that s/he is not affiliated with the named local utility				
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 immediate savings				
Language Barrier	Customer states they were unable to fully comprehend the agreement in which they entered due to a language barrier				
Welcome/Registration Call Coaching	Contractor is heard coaching the customer through the verification process				
Unauthorized Signature –Commercial	Customer states that someone other than the business owner or authorized employee entered into the agreement				
Unauthorized Signature – Minor	Customer states the contractor allowed a minor (<18) to enter into the agreement				
Unauthorized Signature –Residential	Customer states that someone other than the account holder, spouse or power of attorney entered into the agreement				
Solicitation — No Permit	Customer states the contractor did not have a permit to market in the city/town				
Solicitation — Restricted Area	Contractor has received clear direction from head office not to market in the city/town				
Solicitation – Name on No Solicitation List	Customer states they registered on Just Energy No-solicitation list but was visited by contractors.				
Tiered Pricing - Commercial	Contractor provided a rate/unit outside the commercial tiered pricing guidelines				

Classification	AND THE CONTROL OF TH
Pressure Tactics – Persistence	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
Rude/Unprofessional	Customer feels the contractor was rude and/or abrasive during presentation
Brochure & Contract Requested; not left with customer	Customer states the contractor did not leave a copy of the brochure & contract as requested
Solicitation - Sign Posted	Customer states the contractor ignored the "No Solicitation" notice/sign posted
Terms and Conditions not left with customer	Customer states the contractor did not leave them with a copy of the signed contract

Contractors found to be in non-compliance will be subject to disciplinary action up to and not limited to the following:

- * Suspension of independent contractor agreement
- * *Monetary deduction
- * *Fermination of independent contractor agreement

CCR will immediately terminate Just Energy's relationship with any independent sales contractor or sales representative who is :

- 1. The target of a verifiable allegation of forgery without re engagement; and
- 2. On more than two occasions in any twelve-month period, is determined by CCR to have:
 - **a.** Failed to identify and introduce himself/herself as an independent sales contractor or sales representative marketing on the behalf of Just Energy;
 - **b.** Failed to state that s/he is not affiliated with the named local utility;
 - c. Promised the customer savings which cannot be substantiated; or
 - **d.** Failed to state the term and price of the contract.
 - e. Failed to disclose the amount of the Exit Fee.

Complaints of Forgery/Fraud and misrepresentation will not be tolerated and are a risk to the business and your opportunity.

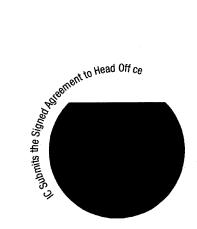
Do Not Solicit

The Do Not Solicit list contains address information for consumers who directly advise Just Energy of their no solicitation request. This list is updated and sent to regional sales offices on a weekly basis. It is the responsibility of each independent contractor to review these lists prior to their marketing activity. Independent contractors found marketing to customers on the "DNS" list face termination of their Independent Contractor Agreement with Just Energy.

CCR Awards and Recognition

CCR recognizes independent contractors who excel in their marketing practices and gives the following awards and recognition:

- * *Positive Feedback Certificate: Independent contractors are given this certificate when a consumer has positively remarked about their sales visit. Certificate holders are eligible for a cash prize two times per year.
- * *Excellence Award: This award is given to independent contractors who have demonstrated extraordinary dedication to achieving the highest level of quality in their sales presentation to prospective and eventual customers.



Submitting the Signed Agreement to Head Office

After returning to your Regional Office, completed agreements will be couriered to Head Office in Mississauga, Ontario. Before submitting the signed agreement, ensure that all the required information is complete as it will impact how quickly the agreement is uploaded and when you will receive the commission.

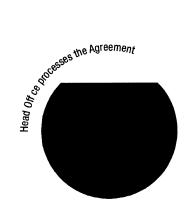
When agreements are cancelled, you do not receive commission for the sale. It is important for you to ensure every agreement is submitted only when all sections are fully completed with accurate, legible information, and signatures.

Reasons Agreements Are Delayed or Cancelled

The list below itemizes frequently encountered reasons agreements are not reaffirmed and issued. **All of these are preventable.**

- 1. Missing or incorrect signing date
- 2. Invalid billing and service address
- 3. Incorrect customer/billing name
- 4. Phone number missing
- 5. Authorized signature missing
- 6. Missing or incorrect account number
- 7. Missing Welcome/Registration code or JustClean Home Registration Code
- 8. Independent contractor name/number/ signature missing
- 9. Sloppy writing

Each agreement image is reviewed for missing information and to retrieve the information required. It is time consuming for customer service representatives to try to get the required information or signatures and initials. The utility also requires exact matches to the customer's name, address and account number. If the writing is sloppy or incorrect, the agreement will be rejected by the utility.



Head Office Processes the Agreement

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 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.

Be sure to fill out the correct agreement based on the customer average usage. The sample bill shows the average use for that customer. There are specific agreements for residential and commercial customers, so be sure to fill out the correct agreement.

The customer will receive a verification call 11 - 45 days from signing the agreement. Once all the information is in the system, the customer is placed on our program and Just Energy will supply the JustGreen program along with natural gas and electricity. The customer will see Just Energy name and information on their bill within 2-5 months for JustGreen natural gas and 10-120 days for JustGreen electricity from the signing dates on the agreement.



Receiving Commissions

Once the agreements are filled out completely and accurately, you will receive the commission in about 2 weeks! If information is missing, this may delay or even cancel the sale and commission payouts.

Commodity	Initial	Reconciliation
Residential	(less than 10,000 kWh or	· 8,000m ³ as applicable)
Electricity (per Effective Contract)	\$40	\$4
JustGreen Electricity (per Unit)	\$7	\$3
Natural Gas (per Effective Contract)	\$90	\$10
JustGreen Natural Gas (per Unit)	\$4	\$2
60% Just Clean Home Essential	\$40	\$5
100% Just Clean Home Complete	\$60	\$5







Nur Eguiva	nber of Customer lents (RCE) per wed	ek Bonus Payable
	10-19	\$150
- KG112 - KF 475 174 175 175 175 175 175 175 175 175 175 175	20 – 29	\$300
	30-39	\$500
	40-49	\$750
	50 – more	\$1000



Continued Support for Our Customers

Customer service is *not a department...* its an attitude. ~ M. Anderson

Customer Service continues to build a lasting relationship with our 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 Contact Centre in Mississauga, Ontario. One of the common reasons why customers contact our Contact Centre is in regards to their bills.

Blend and Extend Program

We believe long term energy prices will continue to be volatile. There may be times during the customer's term, Just Energy's standard price offering is less than their current program price, the customer can receive a new blended rate, by taking advantage of our convenient Blend and Extend option. This 'blends' their existing rate with the new rate and 'extends' their term.

Blend & Extend is an exciting option available to our residential customers:

- * Afhe Blend: The customer's existing agreement price is 'blended' together with Just Energy's present-day price to create a new agreement price.
- * Afhe Extend: The customer's existing agreement term will end and a new term will begin at the 'blended' rate for a period of 5 years.

Example: Customer has been flowing at a rate of \$0.39/m³ for 2 years of a 5 year agreement, and the current/street rate is \$0.29/m³. The customer's new blended rate will be \$0.34/m³.

Blend and Extend program may not benefit all our customers depending how long they have been on the program. The blended rate may actually be higher than their current rate.

Keys to Success

Attitude is Everything

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.

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

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:

- 1. Your identification badge must be clearly visible to consumers all times. It must be worn on the outermost layer of clothing and must be facing forward to the customer.
- 2. Present yourself in a neat, clean and professional manner.
- **3.** 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.

Please ensure that you are following the guidelines for dealing with heat and cold stress included with this manual.

Professionalism

- * *Dress for success.
- * Be a good listener, be patient and leave with a smile. Be genuine. People can and will notice.
- * Allow time for the 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.

Keys to Success

"One important key to success is *self-confidence*.

An important key to self-confidence is *preparation*."

~ Arthur Ashe

Pearson MacDonald's Iron Clad Rules

The late Pearson MacDonald and his rules for success were important influences of Just Energy's original founders 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.

"A quitter never wins and a winner never quits." 1. Anything worth having is worth fighting for, so FIGHT FOR IT.	7. 3	"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.
"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.	eense	"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.
"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.	9.	"Visualize." What a human mind can conceive and believe, the human mind can achieve.
"Practice, practice, practice." One thing you always hear about the top sales performers is that they always practice more and try harder.	10.	"Be an eternal optimist!" People are always telling you what you can't do; use this as fuel to prove them wrong.
"Momentum is everything." 5. 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.		"Do It!" Procrastination is your worst enemy. Just go!
"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.	12.	"Do it right!" Learn from the pros. Choose a role model to achieve top skills and strategies.

Personal & Professional Development

As sales people, we're all responsible for our own success. It's one of the most exciting and, at the same time, one of the most challenging aspects of our profession; particularly when it comes to personal growth and professional development. There are a number excellent books that are related to attitude, sales and wealth creation that can help you develop your skills and knowledge.

We feel that "what the mind can CONCEIVE and BELIEVE, it can ACHIEVE." Regardless of whether you're talking about your personal or professional life, having the right attitude is an absolute necessity for achieving any kind of success; this is especially true for sales professionals. Of course, being a true professional means continuing to develop your sales skills. Reading books written by respected experts is an efficient and effective way of improving and understanding the profession. As far as wealth creation is concerned, this topic is important because making money is one thing, creating wealth is another. There are far too many sales people with significant incomes and nothing to show for it because they never learned the secret to creating true wealth.

The following recommended reading list from Darren Pritchett Executive Vice President, Consumer Sales will assist you with your on-going personal and professional development efforts. Remember though, knowledge is just potential, action is power! Reading these books is an important start, but to really benefit from this knowledge, you have to act on what you've read.

Title	Author	Topic
The Magic of Thinking Big	David Schwartz	Attitude
The Greatest Salesman in the World	Og Mandino	Sales
The Richest Man in Babylon	George S. Clason	Wealth
Think & Grow Rich	Napoleon Hill	Attitude
How to Sell Anything to Anybody	Joe Girard	Sales
Rich Dad, Poor Dad	Robert Klyosaki	Wealth
The Power of Positive Thinking	Norman Vincent Peale	Attitude
Secrets of Closing the Sale	Zig Ziglar	Sales
The Wealthy Barber	David Chilton	Wealth
Personal Power	Anthony Robbins	Attitude
The Psychology of Selling	Brian Tracy	Sales .
The Millionaire Next Door	Thomas Stanley	Wealth
The Seven Habits of Highly Successful People	Stephen Covey	Attitude
How to Master the Art of Selling	Tom Hopkins	Sales
The New Psycho-Cybernetics	Maxwell Maltz	Attitude

Next Steps

Review

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:

- 1. JustClean Home and JustGreen Programs
- 2. Disclosure Statement
- 3. Price Comparison Document
- 4. Natural Gas and Electricity Rate Flex Programs
- 5. Acceptable Marketing Practices
- 6. The Customer Agreement form
- 7. The Sales Presentation
- 8. 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.

JUST ENERGY CORPORATE HEAD OFFICES

5333 Westheimer Road, Suite 450 Houston, Texas, 77056

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

ON-100817

JUSTENERGY.COM

This is Exhibit "39" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

To:

Rosalba Gullo[rgullo@justenergy.com]

From: Markus Feldhofer

Sent: Wed 2016-04-06 2:13:24 PM

Importance: Normal

Subject: Orientation Manual Day Three

Received: Wed 2016-04-06 2:13:26 PM ON Res OrientationManualPart3 v1.0 FINAL.pdf

Thank you,



Markus Feldhofer

Media & Graphic Designer

T 905.670.4440 ext: 71371

6345 Dixie Road, Suite 200, Mississauga, Ontario, L5T 2E6 **E-mail** <u>mfeldhofer@justenergy.com</u> | **Web** <u>justenergy.com</u>

unapply (formation) Continue Containly) Sequentially (Contenued) Selections



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

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This is Exhibit "40" referred to in the Affidavit of Michelle Alexander sworn before me, this 5 day of September, 2018

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.



Commissions, incentives & rewards















\$750 and 5000 JEN Points Independent Contractor Referral Bonus Program

Recruit an Independent Contractor and receive a \$750 and 5000 Just Energy Nation Points payout when he or she writes 20 approved Agreements/RCE's! This form is to be completed by both the current Contractor, and the new Contractor. When completed, please scan and e-mail to salessupport@justenergy.com (This promotion will expire on January 4th, 2015)

Anyone can be a new recruit, even the customer you're speaking with at the door. Always be looking for new recruits.

	Referring Contractor Information	
Contractor Name:		
Contractor Number:		
Signature:		
Date:		
	New Contractor Information	
New Contractor Name:		
New Contractor Number:		
Start Date:		
our buto.		
Signature:		
Date:		
Date.		
	Regional Distributor Authorization	
Regional Distributor Signature:		
Date		

V111214

and

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 3 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